

Kenai Peninsula Borough Nikiski Fire Department

MEMORANDUM

TO: Peter Micciche, Kenai Peninsula Borough Mayor

THRU: John Hedges, Purchasing and Contracting Director *klfj*

FROM: Trent Burnett, NFD Fire Chief *TB*

DATE: November 4, 2024

RE: Sole Source – Cascade Fire Equipment Company

Nikiski Fire Department has been granted funds through the Department of Interior Wildfire Management to purchase a 250-Gallon End Mount Pump Package Skid Unit. Cascade Fire Equipment Company has read and understood the minimum specifications and has stated they can meet the minimum specifications. Included in this package is a quote from them which states they will comply with the minimum specs required. The other vendors we have contacted could not guarantee to meet the minimum specs required under this grant funding.

Funding for this project is \$30,822.00 in account number 441.51110.25414.48514.

Approved: *Peter Micciche*
Peter Micciche, KPB Mayor

11/14/2024
Date

FINANCE DEPARTMENT FUNDS VERIFIED	
Acct. No.	<u>441.51110.25414.48514</u>
Amount	<u>\$30,822.00</u>
By: <i>CJ BH</i>	Date: <u>11/12/2024</u>
NOTES: NA	



Cascade Fire Equipment
PO Box 4248
Medford OR 97501
United States
<https://cascadefire.com/>
(800) 654-7049

Quote
#QUO3744
05/16/2024

Bill To

Nikiski Fire Dept.
Po Box 8508
Nikiski AK 99635
United States

Ship To

Nikiski Fire Dept.
Mile 17.9 Kenai Spur Hwy
Nikiski AK 99635
United States

Quote Expiration	Quote Name	Sales Rep	Shipping Method
06/15/2024		Inside Sales Reps	LTL

Item	QTY	Rate	Amount
Q200 250 GALLON END MOUNT PUMP PACKAGE	1	\$29,872.00	\$29,872.00

Subtotal	\$29,872.00
Shipping Cost	\$950.00
Tax Total (%)	\$0.00
Total	\$30,822.00

Brush Truck Options:

250 GALLON END MOUNT SKID UNIT

- 250 gallon fully baffled poly tank
- 2" aluminum sub-frame
- diamond plate tank top / diamond plate rear platform
- stainless steel plumbing
 - 2" draft/suction, 2.5" hydrant fill, 1.5" rear discharge, 1" tank fill
- stainless steel control panel
 - pressure gauge, low pressure shut off, throttle, primer, on/off/start
 - LED foam / water level gauge
- 18HP Briggs & Stratton motor / CF-120 pump
- Hannay steel electric hose reel
 - ¾"x200' booster hose w/ 1" Ranger nozzle
- electric primer, winterization system, 4 gallon fuel cell





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- stainless steel control panel
 - pressure gauge, low pressure shut off, throttle, primer, on/off/start
 - LED water level gauge
- 18HP Briggs & Stratton motor / CF-120 pump
- Hannay steel electric hose reel
 - ¾"x200' 300psi booster hose w/ 1" Ranger nozzle
- electric primer, winterization system, 4 gallon fuel cell



1. DATE ISSUED MM/DD/YYYY 09/04/2024		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.088 - Department of Interior Wildfire Management - Preparedness			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. D24AP00400-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN D24AP00400		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 09/12/2024		Through 09/12/2025	
7. BUDGET PERIOD MM/DD/YYYY From 09/12/2024		Through 09/12/2025	
8. TITLE OF PROJECT (OR PROGRAM) Slip-On Tanker Units - 2024			

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

PL 117-58 Infrastructure Investment and Jobs Act, Title VI, Section 40803(c)(5), codified in 16 USC 6592

9a. GRANTEE NAME AND ADDRESS
KENAI PENINSULA BOROUGH
144 N Binkley St
Soldotna, AK, 99688-7520

9b. GRANTEE PROJECT DIRECTOR
Elizabeth Hardie
144 N Binkley St
Soldotna, AK, 99689-7520
Phone: 907-714-2153

10a. GRANTEE AUTHORIZING OFFICIAL
Elizabeth Hardie
144 N Binkley St
Soldotna, AK, 99689-7520
Phone: 907-714-2153

10b. FEDERAL PROJECT OFFICER
Kristen Barth
1849 C St NW
Washington, DC, 20240-0001
Phone: 571-438-9728

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)	
I Financial Assistance from the Federal Awarding Agency Only	II
II Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	0.00
b. Fringe Benefits	0.00
c. Total Personnel Costs	0.00
d. Equipment	30,822.00
e. Supplies	0.00
f. Travel	0.00
g. Construction	0.00
h. Other	0.00
i. Contractual	0.00
j. TOTAL DIRECT COSTS	\$ 30,822.00
k. INDIRECT COSTS	\$ 0.00
l. TOTAL APPROVED BUDGET	\$ 30,822.00
m. Federal Share	\$ 30,822.00
n. Non-Federal Share	\$ 0.00

12. AWARD COMPUTATION	
a. Amount of Federal Financial Assistance (from item 11m)	\$ 30,822.00
b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$ 0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 30,822.00
13. Total Federal Funds Awarded to Date for Project Period	\$ 30,822.00

14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	\$	d. 5	\$
b. 3	\$	e. 6	\$
c. 4	\$	f. 7	\$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION	<input type="checkbox"/>
b. ADDITIONAL COSTS	<input type="checkbox"/>
c. MATCHING	<input type="checkbox"/>
d. OTHER RESEARCH (Add / Deduct Option)	<input type="checkbox"/>
e. OTHER (See REMARKS)	<input checked="" type="checkbox"/>

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
- b. The grant program regulations.
- c. This award notice including terms and conditions, if any, noted below under REMARKS.
- d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - Yes No)
Program Income not required.
See attachments.

GRANTS MANAGEMENT OFFICIAL:

Kristen Barth, N/A
1849 C St NW
Washington, DC, 20240-0001
Phone: 571-438-9728

KRISTEN BARTH

Digitally signed by KRISTEN BARTH

Date: 2024.09.04 14:11:41 -04'00'

17. VENDOR CODE	0070148255	18a. UEI	LFJ1BSEYK8H3	18b. DUNS	071845168	19. CONG. DIST.	00
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051054672-00010	\$30,822.00	09/12/2024	09/12/2025	1125	Slip-on Tanker Units - Kenai, AK	

AWARD ATTACHMENTS

KENAI PENINSULA BOROUGH

D24AP00400-00

- 1. Continuation Pages**
- 2. Attachment 1 DOI Terms and Conditions**
- 3. Attachment 2 Project Abstract**

**DEPARTMENT OF THE INTERIOR
Interior Business Center
Acquisition Services Directorate**

**Agent for:
Office of Wildland Fire (OWF)**

GRANT NOTICE OF AWARD CONTINUATION PAGE(S)

Identification Numbers:

Employer Identification Number (EIN): **92-0030894**

Unique Entity Identifier (UEI): **LFJ1BSEYK6H3**

ASAP Recipient Number: **0279644**

Indirect Cost Rate: 0%. All proposed costs are categorized as equipment and are therefore excluded from the modified total direct cost base in accordance with 2 CFR 200.1.

1. Points of Contact:

a. Financial Assistance Officer (FAO):

Department of the Interior
Interior Business Center
Acquisition Services Directorate

Attention: Ms. Kristen Barth
Email: kristen_barth@ibc.doi.gov

b. Financial Assistance Specialist (FAS):

Department of the Interior
Interior Business Center
Acquisition Services Directorate

Attention: Ms. Lynn Herrman
Email: lynn_herrman@ibc.doi.gov

c. OWF Program Manager (PM):

Department of the Interior
Office of Wildland Fire

Attention: Katherine Spomer
Email: katherine_spomer@ios.doi.gov

- 2. Federal Award Performance Goals:** As provided under Section 40803(c)(5) of the Infrastructure Investment and Jobs Act (Pub. Law 117-58), the Recipient will conduct the following activities: acquire slip-on tanker units to establish fleets of vehicles that can be quickly converted to be operated as fire engines. The performance goals to be accomplished are identified in the Recipient’s Project Narrative and is incorporated in full text as part of this agreement as Attachment 2.
- 3. Federal Award Description:** Climate change is driving the devastating intersection of extreme heat, drought, and wildland fire danger across the United States, creating wildfires that move with a speed and intensity previously unseen. This has created conditions in which wildfires overwhelm response capabilities, resulting in

billions of dollars in economic losses, damage to natural resources, devastation to communities, and the tragic loss of human life.

The Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law (BIL), enacted in November 2021, is bringing much needed support to communities across the country to increase the resilience of lands facing the threat of wildland fires and to better support federal wildland firefighters. The BIL provides funding and authorizes the U.S. Department of the Interior (DOI) to develop and implement a pilot program to provide local governments with financial assistance to acquire slip-on tanker units to establish fleets of vehicles that can be quickly converted to be operated as fire engines. The objective of this opportunity is to provide funding for these units.

4. Period of Performance Profile:

a. Base Period:	09/12/2024 – 09/12/2025	<u>\$ 30,822.00</u>
b. Total Award Amount:		\$ 30,822.00

5. Funding: This grant is fully funded by federal funds. The following funds are allotted to this grant:
FY2024: **\$30,822.00**

- a. Federal share: **\$30,822.00**
- b. Non-Federal Share: **\$0.00**
- c. Total Award Amount: **\$30,822.00**

6. Payments: Reimbursement is the preferred method when the requirements for advance payment in accordance with 2 CFR 200.305 cannot be met. Recipient will request for funds in the Department of the Treasury’s Automated Standard Application Payments System (ASAP). The recipient organization shall use the on-line process to request payments. Payment requests are for Recipient’s actual disbursements for direct program costs related to the federal share of the approved budget, and the proportionate share of any allowable indirect costs. The available balance for an ASAP account is displayed when initiating the payment request.

7. Reporting Requirements: Performance, Financial and Final Reporting shall be submitted by email to the katherine_spomer@ios.doi.gov with a copy sent to the FAO and FAS detailed in Section 1. The subject line should contain the grant number and report type.

The following reports shall be submitted and will become due on the dates as shown below:

Phase 1 Base Period

REPORT TYPE	DUE DATE
Final Performance Report	Within 120 days of the end of the period of performance. Due by 01/10/2026
Final Federal Financial Report* (SF-425)	Within 120 days of the end of the period of performance. Due by 01/10/2026
Final Property Report* (SF-428 Cover Page, SF-428-B and if applicable, SF-428-S)	Within 120 days of the end of the period of performance. Due by 01/10/2026

If for any reason the grant recipient believes they cannot submit the required reports and/or documents by the due dates established above, they must contact the FAO to request an extension (with a copy to the PM and FAS) and include an explanation for the late submission.

IF APPLICABLE:

Notifications	Format	Deliver To	Due Date
Significant Development Report (as outlined in 2 CFR 200.329)	In writing via email	FAO, PM	As soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award.
Other Mandatory Disclosures (as outlined in 2 CFR 200.113)	In writing via email	FAO, PM	As soon as the recipient becomes aware of any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

8. **Terms and Conditions:** This Grant is subject to all applicable Federal Statutes, Federal Regulations, Award-specific terms and conditions, and [DOI Standard Terms and Conditions](#).

ORDER OF PRECEDENCE

- Federal statutes, including but not limited to Infrastructure Investment and Jobs Act (P.L. 117-58)
- Federal regulations, including but not limited to Title 2 CFR
- Award-Specific Terms and Conditions
- DOI Standard Terms and Conditions, June 1, 2023

Award-Specific Terms and Conditions:

a. Conflict of Interest

- Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the AQD awarding agency or pass-through entity in accordance with 2 CFR 200.112.
- Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- Review procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure based on its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a potential conflict exists and, if it does, develop an appropriate means for resolving it.
- Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.339, Remedies for noncompliance, including suspension or debarment (see also 2 CFR part 180).

b. Restrictions on Lobbying

Non-Federal entities are strictly prohibited from using funds under a grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR part 18 and 31 U.S.C. 1352.

c. Prohibition on Providing Funds to the Enemy (2 CFR Part 183, 85 FR 49527, August 13, 2020)

The recipient must—

- Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the

Armed Forces are actively engaged in hostilities, which must be completed through process in 2 CFR §180.300 prior to issuing a subaward or contract and;

- Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM.gov as a prohibited or restricted source pursuant to Public Law 113-291, unless the Federal awarding agency provides written approval to continue the subaward or contract.
- The recipient may include the substance of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.
- The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

d. Additional Access to Recipient Records

In addition to any other existing examinations-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

The substance of this clause is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

e. Prohibition on certain telecommunication and video surveillance services or equipment

Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services.

f. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements

Section 742 of Division E, Title VII of the Consolidated Appropriations Act of 2020 (Pub. L. 116-93) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

g. Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements

covered by this condition are no longer in effect.

9. **Title to Grant-purchased Tangible Personal Property (Equipment):** In accordance with 2 CFR 200.313, title to tangible personal property acquired under this Federal award vests upon acquisition with the recipient and title is conditional as it is subject to the use of the tangible personal property for authorized purposes of the project during the period of performance or until the property is no longer needed for the purposes of the project. A final property report(s) is required at the end of the grant period of performance, per terms identified in Item 8 of this award.
10. **Resolving Disputes:** Disagreements between DOI and the Recipient over the interpretation of provisions or terms in this Grant shall be resolved according to the procedures below.
 - DOI shall attempt first to resolve disagreements with the Recipient through informal discussion among the FAO and the Recipient's Point(s) of Contact (POC).
 - If the disagreement is not resolved informally, the FAO and the Recipient's POC shall document the nature of the disagreement and bring it to the attention of the Head of Contracting Activity of the U.S. DOI, Office of the Secretary, Interior Business Center, AQD. The final agency action for DOI will be made by the Head of Contracting Activity of the AQD
11. This Agreement may be terminated at any time by mutual agreement and under any terms, and conditions agreed to by the Recipient and DOI in accordance with 2 CFR 200.340. The Recipient may unilaterally terminate this Agreement by giving the Financial Assistance Officer a written notice of intent to terminate 3 months prior to the desired termination date.
12. **Acceptance and Amendment of Grant:** The Recipient is not required to countersign the Grant issuance document; however, the Recipient agrees to the conditions specified in the Grant NOA Continuation Pages and the Award Terms herein unless notice of disagreement is furnished to the FAO within 15 calendar days after the date of the FAO's signature. The only method by which this Grant can be amended is by a formal, written amendment signed by the FAO.

Department of the Interior
Financial Assistance Award General Terms and Conditions
Effective June 1, 2023

I. ADMINISTRATIVE REQUIREMENTS

A. Acceptance of Terms and Conditions of Award

1. Recipients and subrecipients of the Department of the Interior (DOI) financial assistance (i.e., grant and cooperative agreement) awards (awards) must comply with the applicable terms and conditions incorporated into their Notice of Funding Opportunity or Notice of Award. These terms and conditions are in addition to the assurances and certifications made as part of the award application process through submission of the Standard Forms SF-424B Assurances for Non-Construction Programs and SF-424D Assurances for Construction Programs (see <https://www.grants.gov/forms/sf-424-family.html>), or through acceptance of certifications and representations in the System for Award Management (SAM.gov).
2. Acceptance of a financial assistance award from the DOI carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Acceptance of a Federal financial assistance award from the DOI means starting work, drawing down or requesting funds, or accepting the award via electronic means. Upon accepting the award, the recipient must comply with all terms and conditions imposed upon the award by the DOI and the recipient understands that acceptance of funds from the DOI constitutes a consent to fulfill and comply with all terms and conditions.

B. Recipient Responsibilities Regarding Subrecipients and Subcontractors

Recipients passing Federal funds through to subrecipients and contractors are responsible for ensuring their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and agency requirements. Recipients must review their official award document for additional administrative and programmatic requirements. Recipient and subrecipient failure to comply with the general terms and conditions outlined below and those directly reflected on the official financial assistance award document can result in the DOI taking one or more of “Remedies for Noncompliance” described in [Title 2 Code of Federal Regulations \(CFR\) Section 200.339 through Section 200.343](#).

C. No-Cost Extension Requests

A no-cost extension request, if granted, allows a recipient additional time to complete the overall goals and performance objectives of the award.

If the recipient determines additional time is required to complete the project's original scope with the funds already made available, an authorized official of the recipient entity may submit a request in writing to the awarding officer to extend the award if the awarding agency has not waived the prior approval provision set forth in [§200.308 Revision of Budget and Program Plans, \(e\)\(2\)](#). Extension requests must be made at least ten (10) calendar days before the

DOI Financial Assistance Award General Terms and Conditions
Effective June 1, 2023

original period of the performance end date explaining the reason for the request. Extensions are not automatic and must not be requested merely to use unobligated balances. The awarding official will inform the recipient in writing whether an extension request has been granted.

D. Payments

1. **For domestic financial assistance awards.** Payment will be made by electronic drawdown reimbursement through the [Department of the Treasury, Automated Standard Application for Payment \(ASAP\) System](#), unless there is an approved waiver in place. Drawdowns to a recipient must be limited to the minimum amounts needed and will be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purposes of the approved program or project. The timing and amount of cash advances must be as close as is administratively feasible to the actual disbursements by the recipient for direct program or project costs and the proportionate share of any allowable indirect costs.
2. **For foreign financial assistance awards.** The preferred method of payment is with a United States based (US-based) financial institution. For foreign assistance awards where no such US-based banking relationship exists, payments may be made using the standard method established by the Department of the Treasury for International Treasury Services (ITS).

E. Department of the Interior Agency Regulations for Grants and Cooperative Agreements

Recipients are required to follow the applicable provisions of [Title 2 CFR, Subtitle B, Chapter XIV, Parts 1400-1499](#), the “Financial Assistance Interior Regulations.”

F. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Recipients are required to follow the applicable provisions of the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (“Uniform Guidance”) located at [Title 2 CFR Part 200](#).

G. Institutions of Higher Education (IHE), State and Local Governments, Tribal Governments, and Non-Profit Organizations

In addition to Subparts A-F of the Uniform Guidance, IHEs, State and local government, tribal, and non-profit recipients are required to follow applicable Uniform Guidance (2 CFR Part 200) provisions, including:

Special Consideration for States, Local Governments, and Indian Tribes

- §200.416, Cost allocation plans and indirect cost proposals
- §200.417, Interagency service

DOI Financial Assistance Award General Terms and Conditions
Effective June 1, 2023

Special Consideration for Institutions of Higher Education

§200.418, Costs incurred by states and local governments

§200.419, Cost accounting standards and disclosure statement

2 CFR Subpart F, Audit Requirements

Appendix III - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHE)

Appendix IV - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations

Appendix V - State/Local Government and Indian Tribe Wide Central Service Cost Allocation Plans

Appendix VI - Public Assistance Cost Allocation Plans

Appendix VII - States and Local Government and Indian Tribe Indirect Cost Proposals

Appendix VIII - Nonprofit Organizations Exempted from Subpart E of Part 200

H. Foreign Entities

1. Foreign public entities are also subject to the requirements specific to States, with the following exceptions in the Uniform Guidance:
 - a. The State payment procedures in Section 200.305(a) do not apply. Foreign public entities must follow the payment procedures in Section 200.305(b).
 - b. The requirements in Section 200.321, Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, do not apply.
 - c. The requirements in Section 200.322, Procurement of recovered materials, do not apply.
2. Foreign non-profit organizations are subject to the requirements specific to non-profit organizations.
3. Foreign Institutions of Higher Education (IHE). Institutions located outside the United States that meet the definition in 20 United States Code (U.S.C.) Part 1001 are also subject to the requirements specific to IHEs.
4. Foreign for-profit entities are subject to the cost principles in 48 CFR 1, Subpart 31.2.

DOI Financial Assistance Award General Terms and Conditions
Effective June 1, 2023

Interior, including being available in a manner that is sufficient for independent verification.

2. The Federal Government has the right to:

- a. Obtain, reproduce, publish, or otherwise use the data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, produced under a Federal award; and
- b. Authorize others to receive, reproduce, publish, or otherwise use such data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, for Federal purposes, including to allow for meaningful third-party evaluation.

D. 2 CFR Part 170, Reporting Subawards and Executive Compensation.

1. Reporting of First Tier Subawards.

- a. Applicability. Unless the recipient is exempt of this award term, the recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
- b. Where and when to report.
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, reports should be submitted no later than the end of the second month after the initial award date.
- c. What to report. The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

2. Reporting total compensation of recipient executives for non-Federal entities.

- a. Applicability and what to report. The recipient must report total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year, if:
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in [2 CFR 170.320](#);

DOI Financial Assistance Award General Terms and Conditions
Effective June 1, 2023

compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)

- b. **Where and when to report.** The recipient must report subrecipient executive total compensation:

 - i. To the recipient.
 - ii. By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

4. **Exemptions.** If, in the previous tax year, the recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report:
 - a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.

5. **Definitions.** For the purposes of this award term:
 - a. “Federal Agency” means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 - b. “Non-Federal entity” means all the following, as defined in 2 C.F.R. Part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and
 - iv. A domestic or foreign for-profit organization
 - c. “Executive” means officers, managing partners, or any other employees in management positions.
 - d. “Subaward” means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

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- I. [42 U.S.C. Chapter 126 of The Americans with Disabilities Act of 1990, entitled "Equal Opportunity for Individuals with Disabilities"](#) prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Further, [42 U.S.C. Chapter 60, Subtitle C Part 60-1.4\(b\)](#) is applicable in full enforcement by reference in these terms and conditions, including the equal opportunity clause and requirements for clauses in contracts for all construction projects receiving Federal financial assistance funding.
- J. [28 CFR Section 35, Non-discrimination on the Basis of Disability in State and Local Government Services](#) implements Subtitle A of Title II of the Americans with Disabilities Act of 1990 ([42 U.S.C. 12131-12134](#)), as amended by the ADA Amendments Act of 2008 ([Pub. L. 110-325](#), 122 Stat. 3553), which prohibits discrimination on the basis of disability by public entities.
- K. [Homeland Security Presidential Directive \(HSPD\) 12](#). The subrecipient or contractor must comply with personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under a subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.
- L. [Executive Order No. 13043, Section 1\(c\) and \(d\) \(1997\), Increasing Seat Belt Use in the United States](#) encourages recipients including tribal governments to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- M. [Executive Order No. 13513, Section 4 \(2009\), Federal Leadership on Reducing Text Messaging While Driving](#). DOI encourages recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or a Government Owned Vehicle, or while driving a Personal Owned Vehicle when on official Government business or when performing any work for or on behalf of the Government.
- N. [Executive Order No. 14026 \(2021\), Increasing the Minimum Wage for Federal Contractors](#) Establishes a minimum hourly wage paid by parties that contract with the Federal government of \$15.00. The Order applies to any contract or contract-like instrument, Contract-like instruments are defined in [29 CFR §23.20, Definitions](#).
- O. [35 U.S.C., Title 35, Part II, Chapter 18, Patent Rights in Inventions Made with Federal Assistance](#)). Formerly known as the Patent and Trademark Act Amendments, the Bayh-Dole Act is a federal law enacted in 1980 that enables universities, nonprofit research institutions and small businesses to own, patent and commercialize inventions developed under federally funded research programs within their organizations. The law creates a uniform patent policy among the federal agencies that fund research. The standard patent rights clause is set forth at [37 C.F.R, Chapter IV, Part 401](#) and included as needed at the program and award level.

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III. RECIPIENT INTEGRITY AND PERFORMANCE

A. Reporting of Matters Related to Recipient Integrity and Performance

1. **General Reporting Requirement.** If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the currency of information reported to SAM.gov, the designated integrity and performance system) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition.¹ This is a statutory requirement under Section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by [Section 3010 of Public Law 111-212](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. **Proceedings About Which the Recipient Must Report.** Submit the required information for each proceeding that:
 - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - b. Reached its final disposition during the most recent five-year period; and
 - c. Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii. An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - iv. Any other criminal, civil, or administrative proceeding if:
 - (a) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

¹ Please note that in FY 2023 the former Federal Awardee Performance and Integrity Information System (FAPIIS) is now integrated into the SAM.gov system.

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IV. FUTURE BUDGET PERIODS

If it is anticipated that the period of performance will include multiple budget periods, funding for the subsequent budget periods that are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the initial Federal award.

V. TERMINATION PROVISIONS

A. Per [§200.340 Termination](#), the Federal award may be terminated in whole or in part as follows:

1. By the Federal awarding agency or pass-through entity, if the recipient entity fails to comply with the terms and conditions of the award;
2. By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
3. By the Federal awarding agency or pass-through entity with the consent of the recipient entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
4. By the recipient entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or passthrough entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or
5. By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.

VI. FEDERAL AWARDING AGENCY, PROGRAM SPECIFIC TERMS AND CONDITIONS

- A. The Federal awarding agency must include with each Federal award any terms and conditions necessary to communicate requirements that are in addition to the requirements outlined in these general terms and conditions.
- B. Refer to the terms and conditions of the award issued by the DOI sub-agency providing direct funding for the project for performance goals, indicators, targets, and baseline data. The DOI sub-agency awarding project specific funding will specify in terms and conditions additional to those set forth in this document on how performance will be assessed, including the timing and scope of expected performance ([2 C.F.R §200.202](#) and [§200.301](#)).

Project Abstract

Climate change is driving the devastating intersection of extreme heat, drought, and wildland fire danger across the United States, creating wildfires that move with a speed and intensity previously unseen. This has created conditions in which wildfires overwhelm response capabilities, resulting in billions of dollars in economic losses, damage to natural resources, devastation to communities, and the tragic loss of human life.

The Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law (BIL), enacted in November 2021, is bringing much -needed support to communities across the country to increase the resilience of lands facing the treat of wildland fires and to better support federal wildland firefighters. The BIL provides funding and authorizes the U.S. Department of the Interior (DOI) to develop and implement a pilot program to provide local governments with financial assistance to acquire slip-on tanker units to establish fleets of vehicles that can be quickly converted to be operated as fire engines. The objective of this opportunity is to provide funding for these units.