



REQUEST FOR PROPOSAL

Design, Engineering and Permitting Services for Implementing the Stream Floodplain Restoration and Habitat Enhancement at the Wizard Ranch Nature Preserve as part of the Hellam Hills Conservation Area

PROJECT OVERVIEW

The Lancaster County Conservancy (hereafter referred to as “the Conservancy”) of Lancaster County, Pennsylvania, a 501(c)(3) charitable organization that owns and manages preserved natural lands in Lancaster, York, Dauphin, and Chester Counties (www.lancasterconservancy.org), seeks proposals from qualified ecological restoration, environmental engineering and/or landscape architecture firms to design, engineer and permit a Stream Floodplain Restoration and Habitat Enhancement plan at its Wizard Ranch Nature Preserve. The Preserve is part of the Conservancy’s Hellam Hills Conservation Area, located in Hellam Township, York County, Pennsylvania. The Conservancy developed a Master Plan for the HHCA involving significant input from a large number of local, regional and State entities and is now acting upon the recommendations from that plan.

This project is funded in part by the National Fish and Wildlife Foundation (NFWF). As is standard, all activities shall follow all applicable federal, state, and local laws, regulations, executive orders, and ordinances and shall adhere to all appropriate necessary public or private permits and consents. Additionally, NFWF has certain requirements and standards that must be met by the Lancaster Conservancy and its contracted firm(s). NFWF requirements are mandatory for all contractors and their subcontractors as more fully set forth in the Scope of Work in this RFP.

Please provide via email an electronic copy of your proposal with “Wizard Ranch Stream Floodplain Restoration and Habitat Enhancement” written into the subject line no later than Monday, March 13th, 2023 to Mark Heller, mheller@lancasterconservancy.org.

If additional information is needed, please contact Mark Heller using the email address above or by calling (717) 979-6244.

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I. Project Description

WIZARD RANCH NATURE PRESERVE

Regional Context Considerations

The 248-acre Wizard Ranch Nature Preserve is part of the multi-parcel 970 acre permanently protected forested natural lands and meadows that comprise the Lancaster Conservancy Hellam Hills Conservation Area (HHCA). The Conservation Area is replete with open fields, wooded slopes, and diverse habitats that host an array of rare, threatened, and endangered native plant and animal species and contains several headwaters and first-order streams that flow directly into the Susquehanna River. Importantly, the Conservation Area sits within the Pennsylvania Department of Conservation and Natural Resources (DCNR) designated Susquehanna Riverland’s Conservation Landscape (SRCL), which is one of eight DNCR-designated [Conservation Landscapes](#) , and is defined by the scenic and historic Lower Susquehanna River Corridor in Lancaster and York Counties in South Central Pennsylvania. The landscape is geographically defined as including all municipalities and boroughs in Lancaster and York Counties that share a border with the Susquehanna River or are enveloped by municipalities that do and is home to over 16,000 acres of public natural lands. Additionally, the HHCA is nested within the [Captain John Smith Chesapeake National Historic Trail Corridor](#), an area designated by the National Park Service that encompasses much of the Lower Susquehanna River and Chesapeake Bay. Furthermore, the area is also embedded within the [Susquehanna National Heritage Area](#), the nation’s 55th National Heritage Area.

Property Background

Wizard Ranch Nature Preserve was acquired by the Lancaster Conservancy in December 2019 from the Boy Scouts of America New Birth of Freedom Council in a deal that was described by both parties as a “win-win-win”. This site was originally donated to the Boy Scouts Council by Mahlon N. Haines, a York County entrepreneur and philanthropist in 1960 and has been used for hosting Boy Scout Safaris and other annual scouting events ever since. The land deal between the Conservancy and the Council allows for the permanent protection of 248 acres of natural lands while preserving on-going access and use rights for future scouting activities, including quadrennial Boy Scout Safari events. The property is also near a section of the Mason-Dixon Trail System (MDTS), which currently runs parallel to the preserve along a public roadway.

The Hellam Hills Conservation Area Master Plan was developed and approved in March 2022 and is available for public review on the Lancaster Conservancy web site: <https://www.lancasterconservancy.org/wp-content/uploads/2022/07/HHCA-MP-Final-Report.pdf>. As part of the plan, the Wizard Ranch Nature Preserve’s Stream Floodplain Restoration and Habitat Enhancement area was identified as a key element to implement in stewarding the property back to improved ecological health.

Project Vision

The Hellam Hills Conservation Area’s overarching contribution to preserving the ecological value of this region is enhanced by the important recreational attributes provided to the surrounding community. Historically, this area has played a significant role as a regional hub for outdoor recreational and environmental education opportunities with Wizard Ranch Nature Preserve previously serving as the camp for the Boy Scouts of America, and an adjacent parcel of the former Marietta Gravity Water Company lands providing for informal public use (including hiking, hunting, and fishing).

Based upon that dual significance, the Conservancy will locate both its Stewardship Hub for its entire York County conserved lands holdings and its Engagement Hub for the HHCA at Wizard Ranch, directly adjacent to the restored stream habitat. Land development considerations for the Stewardship and Engagement Hubs, including stormwater management will be addressed separately from the stream floodplain restoration project.

The Floodplain Restoration and Habitat Enhancement will improve water quality and stream health in a highly disturbed and distressed landscape through riparian corridor and stream restoration. The initiative will reconnect and restore the historic floodplains while removing invasives and reintroducing native vegetation. This work will enhance resiliency by mitigating downstream flooding while it builds

capacity for future watershed and habitat planning as the Conservancy continues to develop and enhance partnerships in the Susquehanna Riverlands Conservation Landscape.

The Conservancy, recognizing the area’s fragile ecological diversity and irreplaceable natural beauty and its historical use as an outdoor recreational hub, is seeking a firm to facilitate the Stream Floodplain Restoration and Habitat Enhancement plan that enables the Conservancy to make thoughtful, transparent, and mission-driven decisions to guide the future development of the site for public use to include new passive recreational opportunities while serving as a laboratory for future stewardship opportunities by balancing the Conservancy’s responsibility to protect wildlife habitat and ecosystem function while promoting education and passive recreation. The stream restoration is the first step in future development of the property and as such needs to consider the future visitor infrastructure as conceptualized by the HHCA Master Plan.

PROJECT FUNDING

The Stream and Wetland Restoration Plan project is partially funded by the National Fish and Wildlife Foundation (NFWF). NFWF has certain requirements and standards that must be met by the Lancaster Conservancy and its contracted firm(s). NFWF will monitor the project, and certain documents and drafts of documents will be subject to review and approval by NFWF. The NFWF Grant ID for this project is: 0603.22.076076.

RFP SCHEDULE

Table 1: RFP Schedule

RFP Available	Monday, February 6th, 2023
RSVP for optional pre-bid meeting	Monday, February 13 th , 2023
Optional pre-bid meeting on-site	Monday, February 20 th , 2023
Deadline to Submit Questions to the Conservancy	Monday, February 27 th , 2023
Deadline for Conservancy to Respond to Questions	Monday, March 6 th , 2023
Proposal due date	Monday, March 13th, 2023
Firm selection and notice	Monday, March 20th, 2023

II. SCOPE OF WORK

Scope of Work

The selected firm will be responsible for creating the Stream Floodplain Restoration and Habitat Enhancement Plan for the north & south branches and a portion of the primary channel of an unnamed tributary to the Susquehanna River at the Wizard Ranch Nature Preserve that integrates with the HHCA Master Plan and specifically from that Master Plan, the Wizard Ranch NP Restoration Plan as shown in Appendix B. The Floodplain Restoration and Habitat Enhancement Plan shall also coordinate with the Stewardship & Engagement Hub Site Plan in Appendix C, especially as it pertains, but not limited to vehicular and pedestrian crossings of the stream and floodplain. The plan should blend ecology and engineering and final plans shall be based on field analysis and survey as well as office research and plan and permit development.

The project elements shall include:

1. Addressing the overall health of the stream corridor and include recommendations for areas of streambank stabilization, streambed elevation, grade-control structures, invasive species management and introduction of native plants.
2. Incorporate the improvement of floodplain wetlands and restoration and reconnection of hydrology to the floodplain with dynamic faunal and floral habitat enhancements.
3. Include modifications to an existing farm pond by connecting it to the stream to function as a wetland.
4. Incorporate the proposed site access improvements including stream and wetland crossings for roadways, pedestrian paths, and bridges as shown in the Master Plan to be fully developed in future Site Development Plans
5. All necessary permits, clearances, and approvals (Federal, State, Local) shall also be identified, applied for, and acquired as part of this scope of work.

Additionally, the project deliverables and associated deadlines are outlined in table 2, below:

Table 2: Project Deliverables and Deadlines for All Project Components

Activity Description	Associated Deliverables	Completion Month and Year
Background Data Review, Site Survey, and Field Assessment	Ecological Assessment Report; GIS Map of spatial data	April 2023
Design Calculations and Conceptual Plan	Design Calculations and Conceptual Plan	June 2023
Preliminary (60%) Design Submittal	50% CD	July 2023

Project Permitting	Regulator Meetings, Permit Package, Submission revisions (if needed), Permits	September 2023
Final (100%) Design Submittal	100% CD	September 2023
Project Meetings and Community Outreach	6 project meetings: 1 kick-off; 1 project stakeholder, 2 community outreach and planning, 1 preliminary design, 1 final design	September 2023

During all aspects of this project, the selected Firm shall:

1. Consult with relevant Lancaster Conservancy, National Fish & Wildlife Foundation (NFWF) and Site Development Plan personnel.
2. The selected firm and any Conservancy approved subcontractors shall comply with the attached National Fish and Wildlife Foundation (NFWF) Grant Agreement, Grant ID: 0603.22.076076, attached in Appendix A of this RFP. References in the NFWF contract to Subrecipient, Recipient, Contractor or Subcontractor shall apply to the selected firm referenced in this RFP and in the Contract for Professional Services. In the case of conflict between definitions or descriptions between the NFWF Grant Agreement, the RFP, and the Contract for Professional Services, the more stringent shall apply.
3. Comply with the Nondiscrimination/Sexual Harassment Clause (see Appendix D).
4. Comply with all applicable federal, state, and local laws, regulations, and ordinances and secure all appropriate necessary public or private permits and consents.
5. Fully consider, evaluate, and where appropriate implement sustainable site design and green infrastructure elements that could be used to reduce environmental impact, potentially lower maintenance and operation costs, and conserve energy (e.g., stormwater best management practices, landscaping with native plants ...etc.).

III. CONSULTANT QUALIFICATIONS

The Professional Services Firm that the Conservancy seeks must meet the following qualifications listed below:

- (1) Meets or exceeds the Federal, and State of Pennsylvania standards set forth for Professional Licensing and Practice for the specialties required for this project.
- (2) Demonstrated proficiency and qualifications to expertly provide the necessary services as defined in Section II: Scope of Work, above.

- (3) Compliance with all applicable Federal and State statutes, regulations, conditions, directives, guidelines and additional NFWF and EPA requirements as noted in Section II: Scope of Work, above.
- (4) Have familiarity with and adhere to the [Land Trust Standards and Practices](#) that are relevant to the work.

IV. PROPOSAL FORMAT

Letter of Transmittal

This letter must include the following:

- (1) A statement demonstrating the firm's understanding of the work to be performed.
- (2) A statement confirming that the firm meets the Consultant Qualifications (See Section III above).
- (3) The Firm's point of contact for correspondence regarding this RFP including name, title, mailing address, telephone number, and email address.

Profile of Firm and Project Team

This consists of the following:

- (1) A statement of the firm's experience in conducting work of a similar nature sought by this RFP; advertising brochures may be included in support of this statement.
- (2) The location of the firm's office that will perform the work.
- (3) Resumes of individuals (consultants, employees) proposed to conduct the work and the specific duties of each employee in relation to the work.
- (4) Subcontractors and subcontractor qualifications with subcontractor fees specifically called out in the proposed budget. Subcontractors must be a registered, licensed, and insured business. The contractor is responsible for the work of subcontractors, and ultimately, the contractor is solely responsible for successful completion of the project contract.
- (5) A reference list of other clients of the firm with contact information.
- (6) Any other information relating to the capabilities and expertise of the firm in doing comparable work, including recent examples of similar work.

Methods and Procedures

The proposal must include a detailed description of the methods and procedures the firm will use to perform the work. Inclusion of examples of similar work is encouraged.

Description of Services and Deliverables

For each item in the Scope of Work Deliverables Section, describe the service the firm will provide including identification and description of the elements/items included. Note any exceptions and discuss how the firm will demonstrate that work was completed.

Detailed Work Schedule

The schedule must include timeframes that meet the deadlines listed in this RFP for each major work element and dates for completion of draft and final documents.

Proposed Fees

For each service, the costs must be itemized showing:

- (1) For each person assigned to the work, the title/rank (organizational level) of the person in the organization, the hourly rate, and the number of hours to be worked. If awarded a contract, the firm may not change the staffing assigned to the project without approval by The Conservancy.
- (2) The reimbursable expenses to be claimed include travel expenses, copies, etc.
- (3) The itemized costs, which must be totaled to produce a contract price. If awarded a contract, the proposer is bound by this price in performing the work. The contract price may not be exceeded unless the contract is amended to allow for additional costs. Any changes to the contract must first be approved by the Conservancy in writing.
- (4) See the attached contract for the method of payment.

Contract

Included with this RFP is a Lancaster Conservancy contract (see Appendix E.) that should be submitted as part of your proposal. The Conservancy reserves the right to enter into this contract with the successful firm.


V. SELECTION PROCESS

The Conservancy will be complying with competitive and open bidding procedures. The Conservancy reserves the right to reject any or all proposals and to select the proposal that it determines to meet the funding requirements and be in the best interest of the Conservancy.

The Conservancy reserves the right to approve or disapprove of sub-firms, joint venture partners, or other proposed team members.

The Conservancy reserves the right to cancel or modify this RFP. There is no guarantee that the Conservancy will place the requested services under contract.

**APPENDIX A: National Fish and Wildlife Grant Agreement, Grant ID
0603.22.076076**



	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 76076	2. NFWF GRANT ID: 0603.22.076076	
		3. UNIQUE ENTITY IDENTIFIER (UEI) QKREBM6JDME5	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A	
5. SUBRECIPIENT TYPE Non-profit		6. NFWF SUBRECIPIENT Lancaster Conservancy		
7. NFWF SUBRECIPIENT CONTACT Jennifer Teson 117 South West End Lancaster, PA 17603 Tel: 717-392-7891 Jteson@lancasterconservancy.org		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION Arjeta Bajramaj National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel: 202-857-0166 Fax: 202-857-0162 Arjeta.Bajramaj@NFWF.ORG		
9. PROJECT TITLE Wizard Ranch Floodplain Restoration and Habitat Enhancement (PA)				
10. PROJECT DESCRIPTION Create a reach-wide stream restoration plan at Wizard Ranch Nature Preserve. Project will address the overall health of the stream corridor and include recommendations for areas of streambank stabilization, streambed elevation, grade-control structures, invasive species management and installing native plants.				
11. PERIOD OF PERFORMANCE September 1, 2022, to September 1, 2023		12. TOTAL AWARD TO SUBRECIPIENT \$75,000	13. TOTAL FED. FUNDS \$75,000	14. TOTAL NON-FED. FUNDS N/A
15. FEDERAL MATCH REQUIREMENT N/A		16. NON-FEDERAL MATCH REQUIREMENT \$75,000		
17. SUBRECIPIENT INDIRECT COST RATE TERMS				
The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.				
18. TABLE OF CONTENTS				
SEC.	DESCRIPTION			
1	NFWF Agreement Administration			
2	NFWF Agreement Clauses			
3	Representations, Certifications, Obligations, and Other Statements – General			
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General			
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific			
6	Other Representations, Certifications, Statements and Clauses			

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL

A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA
U.S. Environmental Protection Agency	FC.R369	08/28/2018	96358101	\$46,709,526.00	\$75,000.00	6/30/2025	66.466

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print) Jennifer Teson, VP of Operations & Conservation		D. NAME AND TITLE OF NFWF AWARDOFFICIAL Holly A. Bamford, PhD, Chief Conservation Officer	
B. SUBRECIPIENT BY 	C. DATE 12/12/2022	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY 	F. DATE 12/15/2022

NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Reporting Task	Task Due Date
Final Financial Report	November 1, 2023
Final Programmatic Report	November 1, 2023



SECTION 1 NFWF AGREEMENT ADMINISTRATION

1.1. Amendments.

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

1.1.1. Budget Amendment Request.

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

1.1.2. Extension of Performance Period.

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

1.2. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

1.2.1. Documentation and Reporting of Matching Contributions.

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

1.2.2. Assessing Fair Market Value.

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter “OMB Uniform Guidance”), regardless of whether this Agreement is federally funded.

1.3. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF’s grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

1.3.1. Reimbursements.

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

1.3.2. Advances.

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; 3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient’s needs.

1.3.3. Interest.

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

1.4. Reports.

1.4.1. Interim Programmatic Reports.

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.2. Interim Financial Reports.

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.3. Annual Financial Report.

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.4.4. Final Reports.

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.3.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

1.4.4.1. Photographs.

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information (e.g., species, activity conducted)

describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

1.4.5. Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.4.5.1. Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

1.4.5.2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

1.5. Reports and Payment Requests.

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

1.6. Record Retention and Access.

1.6.1. Retention Requirements for Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as the end date, NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

1.6.2. Access to Records.

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient shall:(1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity, Acknowledgment of Support, and Disclaimers.

2.5.1. Publicity.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

2.5.2. Acknowledgment of Support.

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

2.5.3. Logo Use.

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

2.5.4. Disclaimers.

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

For Projects funded in whole or part with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

2.9. Intellectual Property.

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications. NFWF retains the right to use project metrics and spatial data submitted by the NFWF Subrecipient to estimate societal benefits that result and to report these results to funding partners on a case-by-case basis as determined by NFWF. These may include but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (e.g., wildfire, floods), carbon accounting (e.g., sequestration, avoided emissions), environmental justice, and diversity, equity, and inclusion.

2.10. System for Award Management (SAM) Registration.

The NFWF Subrecipient must maintain an active SAM registration at www.SAM.gov until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

2.11. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

2.12. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

2.13. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

2.14. Choice of Law/Jurisdiction.

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

2.15. Stop Work.

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

2.16. Termination.

2.16.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.16.1.1. the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.16.1.2. the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.16.1.3. suspension or debarment by the Government of the NFWF Subrecipient; or,

2.16.1.4. any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

2.16.1.5. NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

2.16.1.6. after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as

determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

2.16.1.7. if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.16.2. Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

2.16.3. In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.16.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.16.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

2.16.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.16.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

2.16.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

2.16.3.6. Return to NFWF any unobligated portion of the Award.

2.17. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.18. Severability.

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.19. Interpretation and Construction.

2.19.1. This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

2.19.2. The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

2.19.3. Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.19.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.19.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL

3.1. Binding Obligation.

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

3.3. Compliance with Laws.

3.3.1. In General.

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

3.3.2. Compliance with Anti-Corruption Laws.

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

3.3.3. Compliance with Anti-Terrorism Laws.

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated

list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

3.3.4. Compliance with Additional Laws and Restrictions.

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

3.4. Subrecipient Debarment and Suspensions.

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

3.5. Conflicts of Interest.

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

4.2. 2 CFR § 200 Subpart F Audits.

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

4.3. Real and Personal Property.

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

4.4. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.5. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and

contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - c. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.9. 43 CFR §18 New Restrictions on Lobbying.

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

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

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, 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. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4.11. Drug-Free Workplace.

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement 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 equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

4.13. Domestic Preference for Procurements.

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

EPA General Administrative Terms and Conditions.

The NFWF Subrecipient must comply with the EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-november-12-2020-or-later>.

Requirement for Data Universal Numbering System (DUNS) numbers.

No entity may receive a subaward under this award unless the entity has provided its DUNS number.

Utilization of Disadvantaged Business Enterprises.

GENERAL COMPLIANCE, 40 CFR, Part 33

The NFWF Subrecipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

The following text either provides updates to 40 CFR, Part 33 based upon the associated class exception or highlights a requirement.

1. EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

EPA no longer certifies entities as Minority-Owned Business Entities (MBEs) or Women-Owned Business Entities (WBEs) pursuant to a class exception issued in October 2019. The class exception was authorized pursuant to the authority in 2 CFR, Section 1500.3(b).

2. SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR Section 33.301, the NFWF Subrecipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: 40 CFR Section 33.301 (a)-(f).

However, in EPA assistance agreements that are for the benefit of Native Americans, the NFWF Subrecipient must solicit and recruit Native American organizations and Native American-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts (40 CFR Section 33.304). If recruiting efforts are unsuccessful, the NFWF Subrecipient must follow the six good faith efforts.

3. CONTRACT ADMINISTRATION PROVISIONS, 40 CFR Section 33.302

The NFWF Subrecipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302 (a)-(d) and (i).

4. BIDDERS LIST, 40 CFR Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

5. FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

In October 2019, a class exception to the entire Subpart D of 40 CFR, Part 33 has been authorized pursuant to the authority in 2 CFR Section 1500.3(b). Notwithstanding Subpart D of 40 CFR, Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

6. MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

When required, the NFWF Subrecipient agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants and Cooperative Agreements” report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at

https://www.epa.gov/sites/production/files/2020-06/documents/epa_form_5700_52a_fill-sign.pdf.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category) with a cumulative total that exceed the Simplified Acquisition Threshold (SAT) (currently, \$250,000 however the threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just the portion which exceeds the SAT.

Annual reports are due by October 30th of each year. Final reports are due 120 days after the end of the project period.

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

7. MBE/WBE RECORDKEEPING, 40 CFR, Part 33, Subpart E

The NFWF Subrecipient agrees to comply with all recordkeeping requirements as stipulated in 40 CFR, Part 33, Subpart E including creating and maintaining a bidders list, when required. Any document created as a record to demonstrate compliance with any requirement of 40 CFR, Part 33 must be maintained pursuant to the requirements stated in this Subpart.

Federal Employee Costs.

Funds for this project (including funds contributed by the NFWF Subrecipient as match) may not be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless the Federal agency is performing special technical assistance to the NFWF Subrecipient as allowed under the provisions of the Intergovernmental Cooperation Act.

Geospatial Data Standards.

All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.

Cybersecurity.

(a) The NFWF Subrecipient agrees that when collecting and managing environmental data under this Agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the NFWF Subrecipient’s network or information system and EPA networks used by the NFWF Subrecipient to transfer data under this

Agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the NFWF Subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the NFWF Subrecipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this Agreement and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the NFWF Subrecipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

Public Information – EPA.

In accordance with 40 CFR 30.36, EPA has the right to reproduce, publish, use and authorize others to use copyrighted works developed under this agreement for Federal purposes.

Electronic and Information Technology Accessibility.

The NFWF Subrecipient and their subrecipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, the EPA encourages recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. The NFWF Subrecipient may wish to consult the latest Section 508 guidelines issued by the US Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see <http://www.access-board.gov/sec508/guide/index.htm>).

Publicity and Acknowledgement of Support – EPA.

In addition to the acknowledgement and disclaimer requirements in Section 2.5 of this Agreement, the NFWF Subrecipient shall include the following acknowledgment of EPA support (or substantially similar language) in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

“This material is based on work supported by the U.S. Environmental Protection Agency (Assistance Agreement No. CB96358101) and the National Fish and Wildlife Foundation’s Chesapeake Bay Stewardship Fund, which promotes community-based efforts to develop conservation strategies to protect and restore the diverse natural resources of the Chesapeake Bay.”

The recipient is responsible for ensuring that an acknowledgment of EPA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

GIS Data.

Data produced under this project will adhere to the requirements of EPA's National Geospatial Data Policy (NGDP) (see http://www.epa.gov/esd/gqc/pdf/epa_natl_geo_data_policy.pdf). This Policy applies to all EPA organizations, grantees, agents working on behalf of EPA, and partner states of EPA who design, develop directly or indirectly, compile, operate, or maintain EPA information collections developed for environmental program support. Refer to this policy for details on requirements for quality assurance project plans (QAPPs), geospatial data accuracy and geospatial metadata. Specifically, the NFWF Subrecipient must provide documentation for all produced data, including source information for each digital data layer (i.e., scale and accuracy, map projection, coordinate system, etc.), and specific information about the data layer itself (i.e., method used, geographic extent of data layer, file format, date of creation, staff contact, description and definition of data fields and their contents, related files, if any, and description of data quality and quality assurance methods used). The EPA Metadata Editor (EME) was developed to simplify and standardize metadata development and is a recommended tool for streamlining production of the required metadata. The EME and related training materials can be downloaded from <http://www.epa.gov/geospatial/eme.html>. Specific technical guidance on geospatial deliverables and acceptable formats can be found at <http://www.epa.gov/region02/gis/r2gisdeliverables.html>.

Data produced under this project will be submitted to the EPA Project Officer no later than 30 days after completion of the project. Delivery can be in the form of physical media or as downloadable data.

Light Refreshments and/or Meals – EPA.

The NFWF Subrecipient will obtain prior approval for the use of EPA grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). Requests for approval will include: 1) an estimated budget and description for the light refreshments, meals, and/or beverages; 2) a description of the purpose, agenda, location, length and timing for the event; and, 3) an estimated number of participants in the event and a description of their roles. EPA grant funds may not be used for: 1) light refreshments and meals for NFWF Subrecipient staff meetings or similar day-to-day activities; or 2) meals, light refreshments,

and space rental for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event, even if EPA funds are not used to purchase the alcohol.

Tracking and Reporting Outcomes.

The NFWF Subrecipient shall track and report all applicable water quality improvement actions planned and implemented under this subaward using FieldDoc.org. Final data and information from FieldDoc.org, including estimated nutrient and sediment load reductions achieved under this subaward, must match applicable data and information reported by the NFWF Subrecipient through NFWF's Easygrants system.

QUALITY ASSURANCE STATEMENT: SECONDARY DATA USE.

The NFWF Subrecipient shall ensure that all secondary data is obtained from known and trusted sources and is accompanied by metadata that lists the reason(s) for the data collection, the methodology employed, and lists the Quality Assurance/Quality Control (QA/QC) standard(s) under which the data collection was completed. The Recipient shall assess such data's "fitness for use" according to the general data quality assessment factors defined by the EPA Science Policy Council (<http://www.epa.gov/osa/spc/pdfs/assess2.pdf>). Data assessment and evaluation activities must be documented. Any assumptions, troubleshooting, communications, and other relevant documents and records must be maintained with the Recipient's project files. These records must be organized to allow reconstruction of the process and results, also known as "data mapping". The identity of the individual(s) and organization that performed the "fitness for use" assessment must be clearly noted on the documents.

QUALITY ASSURANCE PROJECT PLAN.

In accordance with 40 CFR 30.54 and 31.45, the NFWF Subrecipient must develop and implement quality assurance and quality control procedures, specification and documentation that are sufficient to produce data of adequate quality to meet project objectives. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality/control requirements and technical activities that must be implemented to ensure that project objectives are met. The

QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans (<http://www.epa.gov/quality>). The QAPP must be submitted to the EPA Project Officer at least 30 days prior to the initiation of data collection or data compilation. The QAPP shall be completed and approved by NFWF prior to any data collection or data compilation.

SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None.

APPENDIX B: Wizard Ranch NP Restoration Plan

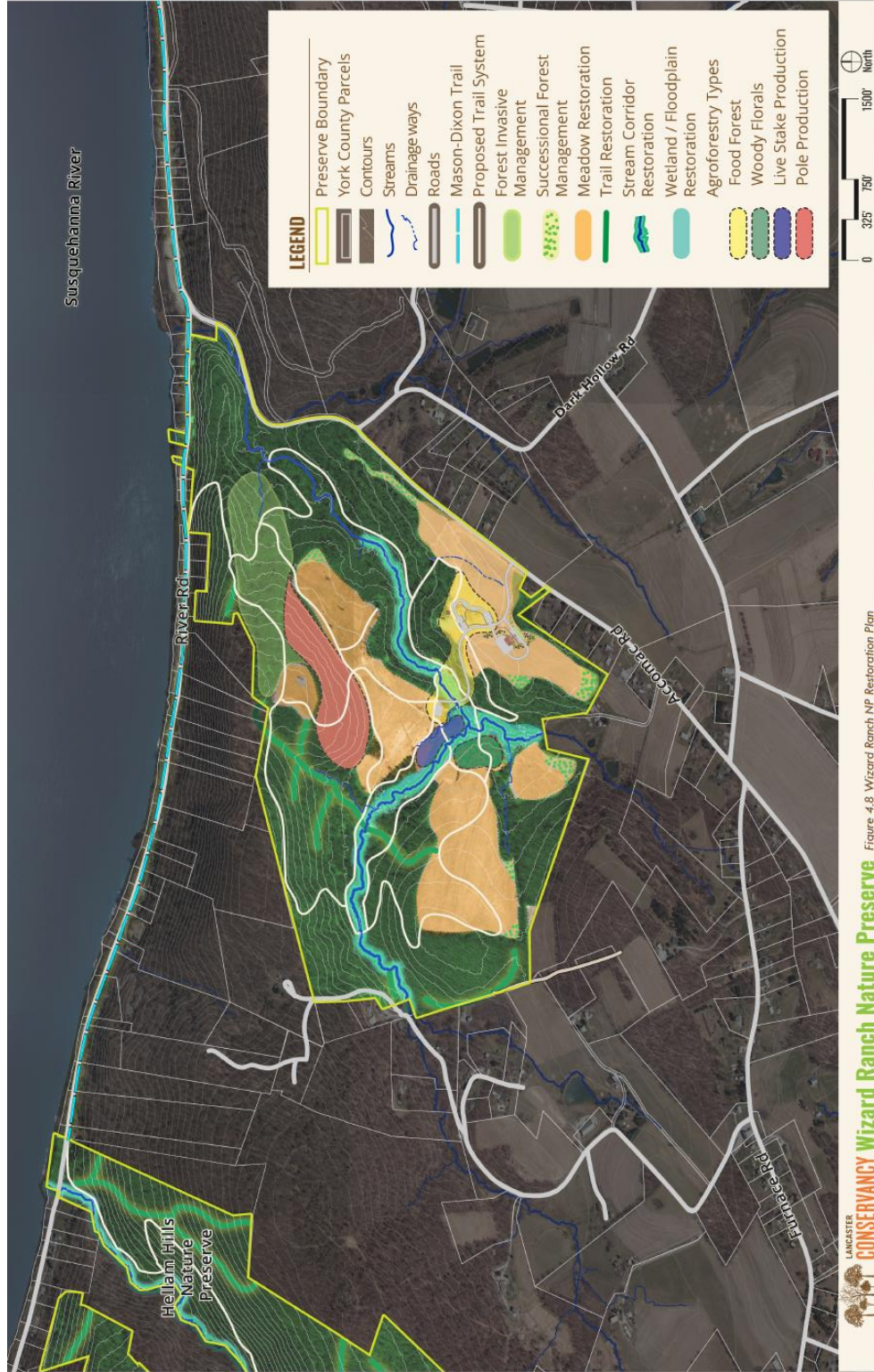


Figure 4.8 Wizard Ranch NP Restoration Plan

APPENDIX C: Wizard Ranch Stewardship & Engagement Hub Enlargement

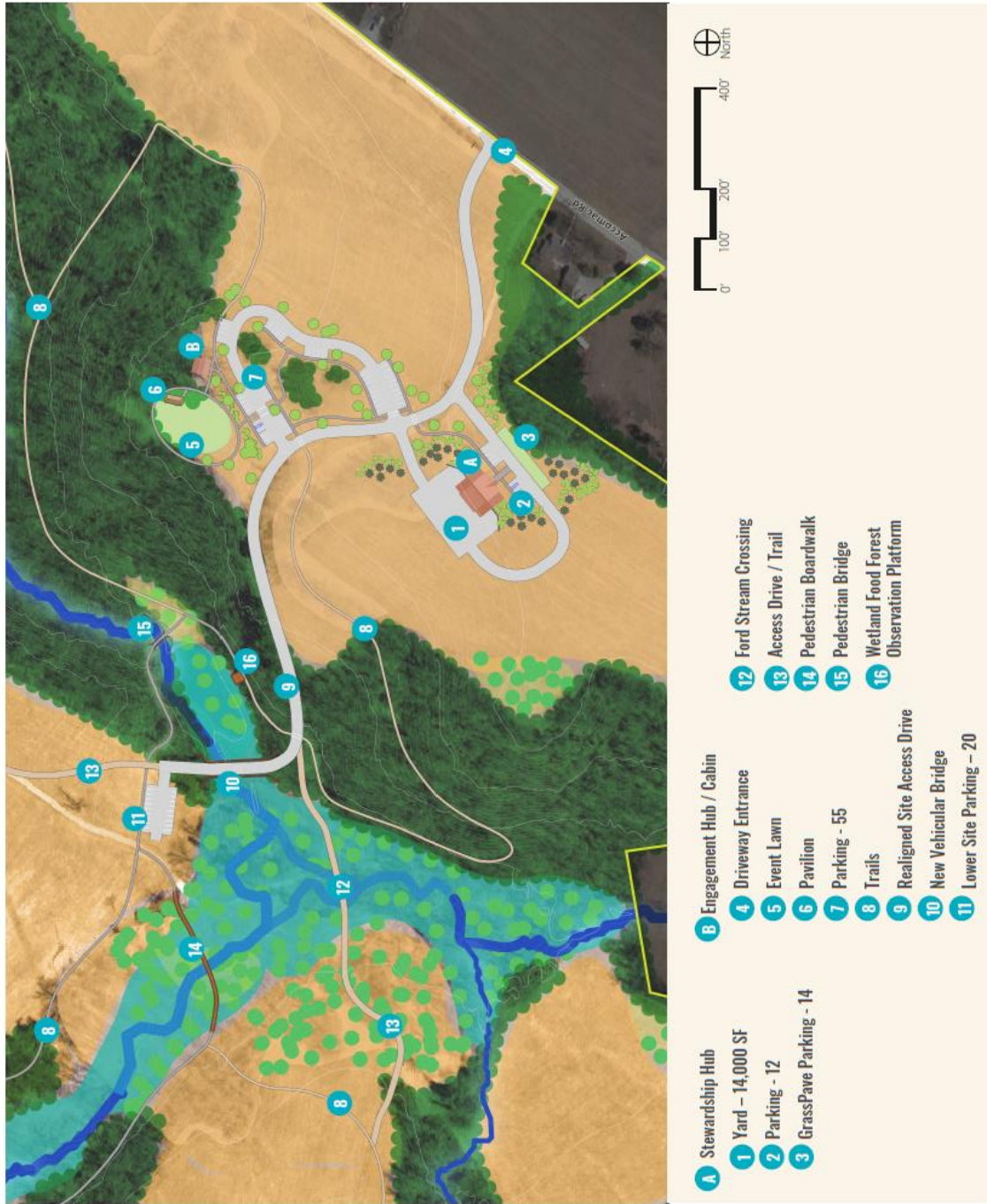


Figure 4.10 Stewardship & Engagement Hub Site Plan

APPENDIX D: NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE

All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

The Grantee agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a firm, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
- (3) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.
- (4) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- (5) The Grantee and each subgrantee, contractor and subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- (6) The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- (7) The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (8) The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

APPENDIX E: SAMPLE CONTRACT

This is a proposed draft contract. The final contract will include specific deadlines and deliverables.

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this _____ day of _____, 2023, by and between the Lancaster County Conservancy, a Pennsylvania non-profit corporation, 117 South West End Avenue, Lancaster Pennsylvania 17603 ("Conservancy"), and _____ ("Consulting Firm").

WHEREAS, the Conservancy desires to have certain one-time professional consulting work to provide _____ services for implementing _____ at the _____ Preserve in the _____ Conservation Area, _____ Township, _____ County, PA.

WHEREAS the Conservancy desires to enter into a contract for this work pursuant to a Request for Proposals and all Appendices and other attachments thereto ("RFP") issued by the Conservancy;

WHEREAS the Consulting Firm desires to perform the work in accordance with the proposal it submitted in response to the RFP;

WHEREAS the Consulting Firm is fully equipped and staffed in house to perform the work;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Services to be Performed: Consulting Firm shall provide professional consulting services in accordance with the RFP including, but not limited to, all requirements of the _____, all Appendices and all other attachments, and the Consulting Firm's proposal in response to the RFP, all of which when taken together form this agreement ("Contract").
2. Contract Price: The total contract price is not to exceed _____

This includes all costs and expenses of Consulting Firm and any reimbursables.

3. Consulting Firm Staff: Consulting Firm shall obtain prior written approval from the Conservancy of any changes to the staffing stated in its proposal. Consulting Firm shall submit a written request to substitute staff with sufficient written documentation to permit the Conservancy to determine whether the proposed staff replacement is of equal ability or experience. The Conservancy shall communicate their acceptance or rejection of a substitute staff person in writing within ten (10) days of receipt of the written request. In no event shall any changes in staffing involve an increase in per hour rates for an approved substitute staff person.

4. Subcontractors: The subcontractors presented by the Consulting Firm within the bid package with fees specifically called out in the budget must be registered, licensed, and insured in the State of Pennsylvania. The Consulting Firm is solely, totally, and absolutely responsible for any and all actions of its subcontractors and compliance by the subcontractors with all of the Contract requirements. The Consulting Firm may not substitute or modify the subcontractors without the prior written approval of the Conservancy.

5. Payments:

- a. Invoices for completed work should be submitted to the Conservancy no more than monthly and upon completion of the project. The Conservancy may request additional data substantiating the Consulting Firm's right to payment.
- b. Upon approval of these invoices the Conservancy will issue payment no later than thirty (30) days from receipt thereof. If for any reason any item submitted is not approved the Conservancy shall provide Consulting Firm with an outline of the reasons for their denial and an opportunity to cure the defect or defects.
- c. With submission of the full final report the Consulting Firm may submit to the Conservancy itemized invoices for up to ninety percent (90%) of the total Contract price. The invoices shall separately itemize work completed in accordance with the RFP, Consulting Firm's proposal in response to the RFP. The Conservancy may request additional data substantiating the Consulting Firm's right to payment.
- d. The Conservancy shall make final payment of 10% of the funds available to the Consulting Firm under this Contract within 30 days.
- e. Acceptance of final payment by the Consulting Firm shall constitute a waiver of any and all claims by Consulting Firm.

6. Insurance: Consulting Firm, shall at Consulting Firm's sole cost and expense, shall maintain: (1) commercial general liability insurance and automobile liability (if such exposure exists) against any claims for bodily injury, death or property damage, (2) worker's compensation insurance to the extent necessary under applicable law, (3) professional liability insurance (if such exposure exists) in such amounts to afford minimum protection per occurrence as described below, and for such risks as the Conservancy may from time to time deem reasonably necessary, and (4) such other insurance, in such amounts and against such risks, as is commonly obtained in the case of providers of services in Pennsylvania similar to the services provided by Consulting Firm. All Policies of Insurance, including policies for any amount carried in excess of the required minimum, shall be written by companies of recognized financial standing legally qualified to issue such insurance and shall be maintained continuously in full force and effect.

Minimum Liability Insurance Requirements:

General Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Each Occurrence

\$5,000 Medical Expense (any one person)

Auto Liability: \$1,000,000 Combined Single Limit

Workers' Compensation: Statutory

Employers Liability: Bodily Injury by Accident \$100,000.00 Each Accident

Bodily Injury by Disease \$100,000.00 Each Employee

Bodily Injury by Disease \$500,000.00 Policy Limit

Umbrella Liability: \$1,000,000 – 10,000,000

7. Requirements for Insurance: Except as otherwise approved by the Conservancy in writing, the following provisions shall apply to each and every policy of insurance which Consulting Firm is required hereunder to carry:

- a. The form, amount and coverage of each policy, and the insurer under each policy (which must be duly licensed by Pennsylvania), shall be subject to the Conservancy's approval;
- b. Consulting Firm shall cause each insurance carrier to deliver its certificate of insurance to the Conservancy and to any other party designated by the Conservancy, certifying the applicable insurance provisions herein required (i) upon the execution hereof, and (ii) at any other time upon the Conservancy's request;
- c. At least thirty (30) days prior to the expiration of each policy, Consulting Firm shall provide the Conservancy with certificates (or copies of policies) of renewal or replacement policies; in the event of non-renewal or cancellation or material change in coverage a sixty (60) days' notice of such action shall be sent via certified mail to the Conservancy.
- d. Consulting Firm shall not permit any condition to exist and shall not commit any act or omission, which would wholly or partially invalidate any insurance.
- e. The Conservancy shall be endorsed as an additional insured on all policies, except workers' compensation and professional liability.

The requirements described above are also applicable to any and all other employees or subcontractors hired by the Consulting Firm and approved by the Conservancy to perform work under this Contract.

8. Compliance with Law. The Consulting Firm shall comply with all federal, state, and local laws and regulations, and with any and all terms of required licenses and permits.

9. Required Resolution. If Consulting Firm is a Corporation, Partnership, Limited Liability Company or other legal entity, execution of this Contract is contingent upon the Conservancy receiving a fully executed Resolution authorizing the execution of this Contract on behalf of the Consulting Firm.
10. Termination by the Conservancy for Convenience: The Conservancy may, at any time, terminate this Contract for the Conservancy's convenience and without cause. The Consulting Firm shall receive written notice and shall be entitled to receive payment for work executed, and costs incurred as of the date of written termination.
11. Access: The Conservancy shall provide the Consulting Firm with reasonable access to Conservancy personnel, facilities, and information necessary to properly perform the work required under this Contract.
12. Copyright: All copyright interests in work created under this Contract are solely and exclusively the property of Conservancy. The work shall be considered work made for hire under copyright law; alternatively, if the work cannot be considered work made for hire, the Consulting Firm agrees to assign and, upon the creation of the work, expressly and automatically assigns, all copyright interests in the work to the Conservancy. In the performance of services under this Contract, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.
13. Indemnification: To the fullest extent permitted by law, the Consulting Firm shall indemnify and hold harmless the Conservancy, its principals, directors, officers, agents, employees, volunteers, coordinators, sponsors, and partners, Grantors and all their successors and assigns from and against any and all claims, suits, actions, causes of action, liabilities, fines, penalties, costs, expenses, damages, and losses, including but not limited to attorneys' fees and costs, arising out of or resulting from performance of the work, and any activities of the Consulting Firm, its employees, agents, contractors, invitees, and guests, but only to the extent caused by the negligent acts or omissions of the Consulting Firm or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the Conservancy.
14. Assignment: Consulting Firm shall not be entitled to assign this Contract without the prior written consent of the Conservancy.
15. Gender and Number: Whenever the context so requires, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.
16. Entire Contract: This Contract contains the complete and entire Contract between the parties respecting the transaction contemplated herein, and supersedes all prior negotiations, Contracts, representations, and understandings, if any, between the parties respecting such matters.
17. Counterparts: This Contract may be executed in any number of original counterparts, all which evidence only one Contract, and only one of which need be produced for any purpose.

18. Modifications: This Contract may not be modified, discharged, or changed in any respect whatsoever, except by a further Contract in writing duly executed by Consulting Firm and the Conservancy. However, any consent, waiver, approval, or authorization shall be effective if signed by the party granting or making such consent, waiver, approval or authorization.

19. Notices: Any notice, demand, consent, authorization, or other communication (collectively a "Notice") which either party is required or may desire to give to, or make service upon the other party pursuant to this Contract shall be effective and valid only if in writing, signed by the party giving such Notice, and delivered (a) personally (upon an officer of the other party if such party is not an individual) to the other party; or (b) by next-day express courier or delivery service; providing for a receipt; or (c) by registered or certified mail of the United States Postal Service, return receipt requested, addressed to the other party as follows (or to each other address or person as either party or person entitled to Notice may by Notice to the other specify):

Unless otherwise specified, notices shall be deemed given when received. If delivery is not accepted, said Notice shall be deemed given on the earlier of the date delivery is refused or the third day after the same is deposited with the United States Postal Service.

20. Recitals: All recitals referred to in this Contract are incorporated herein by reference and shall be deemed part of this Contract for all purposes as if set forth at length herein.

21. Governing Law: This Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of law's provisions. Venue for all actions shall be in the Lancaster County Courts.

22. Captions: The captions of this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning or intent of this Contract.

23. Severability: The invalidity or unenforceability in any particular circumstance of any of the provisions of this Contract shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

24. No Joint Venture, Partnership, Agency, etc.: This Contract shall not be construed as in any way establishing a partnership, joint venture, express or implied agency, or employer-employee relationship between Consulting Firm and the Conservancy.

25. Third Party Beneficiaries: This Contract is for the sole benefit of the parties hereto, their respective successors and permitted assigns, and no other person or entity shall be entitled to rely upon or receive any benefit from this Contract or any term hereof.

26. No Waiver: No consent or waiver, express or implied, by LCC to or of any breach of any representation, covenant or warranty of Consulting Firm shall be construed as a consent or waiver to or of any other breach of the same or any other representation, covenant or warranty.

27. Remedies: All of the rights and remedies of either party under this Contract are intended to be distinct, separate and cumulative and no such right or remedy herein or therein mentioned is intended to be in exclusion of or a waiver of any of the others except as otherwise provided herein.

28. Survival: The covenants, warranties, representations and indemnities contained herein shall survive the Contract.

29. Execution: The submission of this Contract for examination does not constitute an offer by or to either party. This Contract shall be effective and binding only after execution and delivery by the parties hereto, which execution by all parties shall constitute the Execution Date.

This Contract may be executed in several counterparts, which when taken together shall be deemed to be an original. Each executed copy hereof shall be deemed an original.

In witness thereof, the parties hereto have executed this Contract on the day and date set forth above.

WITNESS:

LANCASTER COUNTY CONSERVANCY:

Philip R. Wenger, President & CEO