



Northern Border
Regional Commission



2017 Investment Awards: Grant Administration, Compliance and Monitoring Manual

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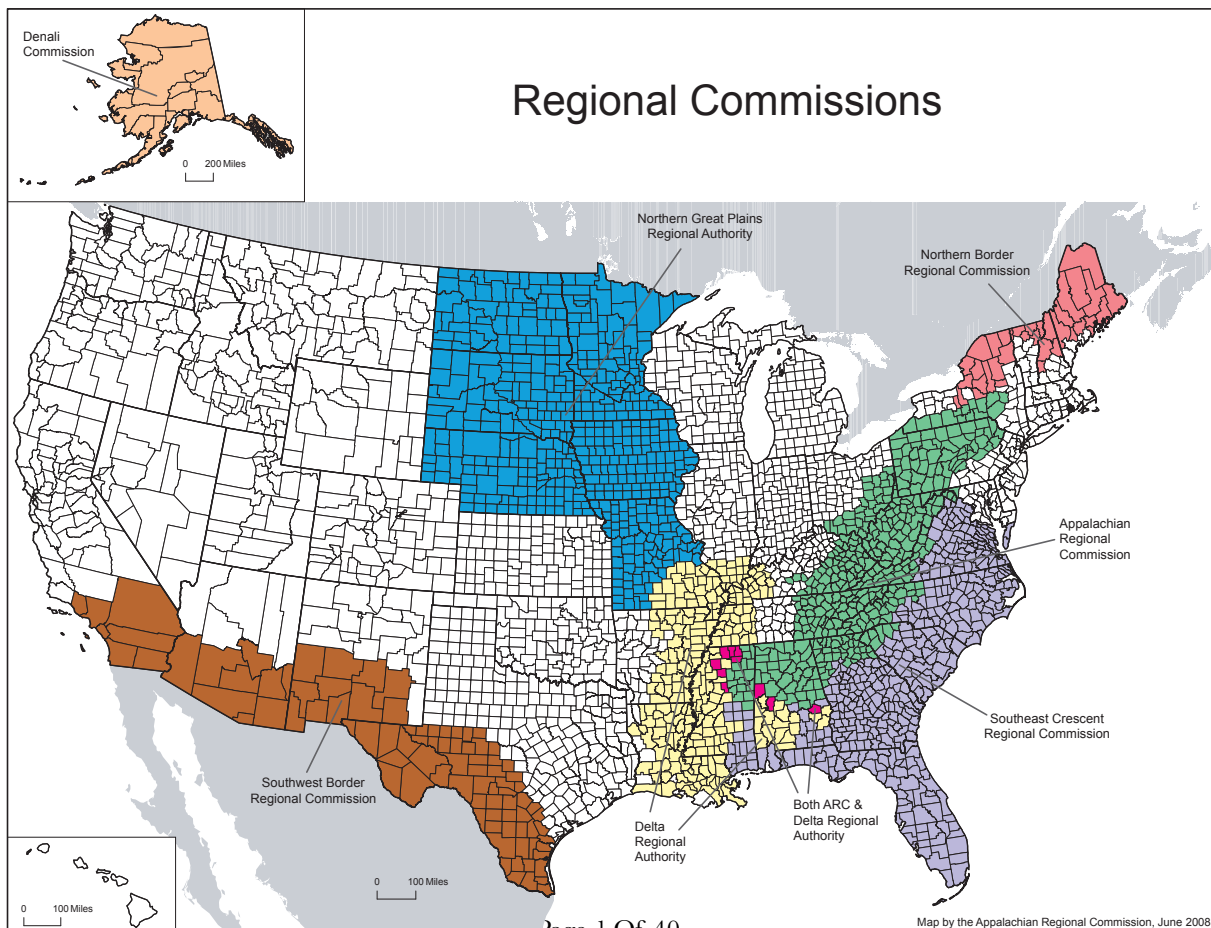
About Northern Border Regional Commission

Overview

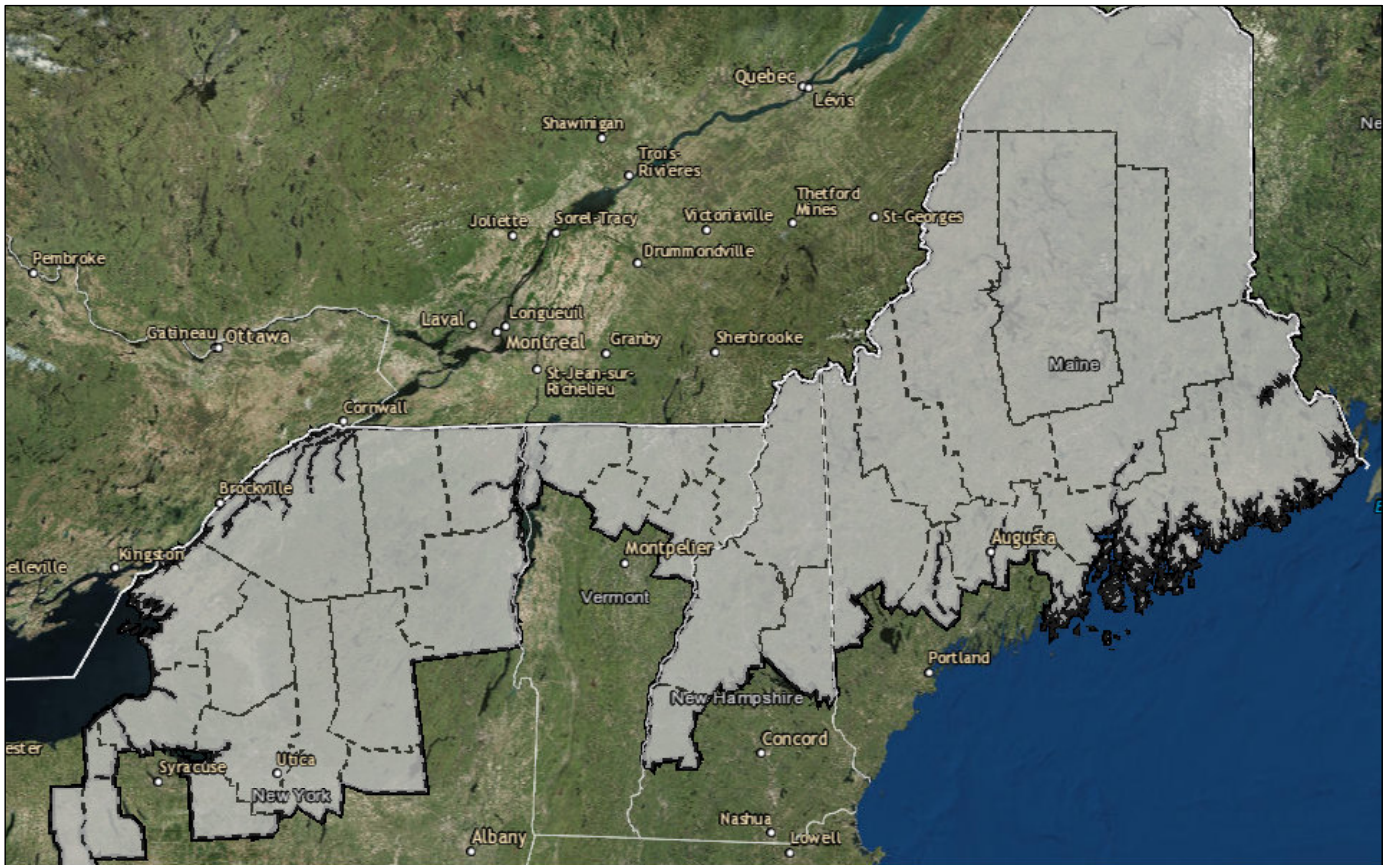
Northern Border Regional Commission (NBRC) is one of seven Federal-State partnerships created to improve the economic vitality of a region sharing common attributes. NBRC was modeled after the Appalachian Regional Commission. Authorized by Congress in 2008 (PUB.L. 110-246, Sec. 14217) and first appropriated funds by Congress in 2010.

The Northern Border Regional Commission (NBRC) is a partnership between the federal government and the states of Maine, New Hampshire, New York and Vermont. NBRC targets resources to promote economic growth strategies and projects in the northern counties of its member states. The Commission is composed of a Federal Co-Chair appointed by the President and confirmed by the United States Senate, and the Governors of each state.

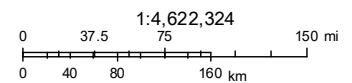
By investing in projects that address shared regional challenges and common opportunities, the NBRC plays a critical role in helping Northern Border communities retool their economies for the future. The Northern Border region is poised for economic revitalization if it can modernize its infrastructure, invest in business and workforce development, and build its capacity for community economic development. The NBRC is uniquely positioned to make these pivotal improvements possible.



Northern Border Regional Commission



November 7, 2017



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Counties in the Northern Border Region

Maine - Androscoggin, Aroostook, Franklin, Hancock, Kennebec, Knox, Oxford, Penobscot, Piscataquis, Somerset, Waldo, and Washington

New Hampshire - Carroll, Coos, Grafton and Sullivan

New York - Cayuga, Clinton, Essex, Franklin, Fulton, Hamilton, Herkimer, Jefferson, Lewis, Madison, Oneida, Oswego, Seneca and St. Lawrence

Vermont - Caledonia, Essex, Franklin, Grand Isle, Lamoille and Orleans

Economic Development & Infrastructure Investment Program

Like other Federal-State Commissions, the NBRC was created to orient federal appropriations toward State prioritized economic and community development strategies and projects. Through the collective vote of their Governors, the States coordinate with the Federal Co-Chair to prioritize NBRC funding applications. This ensures that regional and State solutions to economic and demographic challenges are addressed. All projects are awarded through one of NBRC's four authorized program areas, one of which is the Economic Development & Infrastructure Investment Program (EDIIP).

The following funding categories represent eligible activities for NBRC investment dollars within the Economic Development & Infrastructure Investment Program.

Infrastructure:

Infrastructure is defined for NBRC purposes as publicly owned and publicly accessible fixed/physical 'hard' installations necessary for the movement of utilities, services, goods and people for the purposes of conducting business. A commodity or service that is provided to the public that is generally non-excludable and nonrivalrous. NBRC investments shall not be used for general maintenance or deferred maintenance as the purpose of EDIIP funding is to stimulate new economic activity. Grant recipients must maintain ownership/control over all investments made with NBRC funds, ownership of physical equipment and/or structures may not transfer to any other entity. It is important to note that the U.S. Congress requires that 40% of the total funds awarded in each year must be awarded for "infrastructure" projects as defined here. Types of infrastructure that NBRC may fund include:

- a) **Transportation:** Transportation infrastructure shall include fixed installations and rights of way necessary for transporting from one point to another and may include [roads](#), [railways](#), [airways](#), [waterways](#), [canals](#) and terminals such as [airports](#), [railway stations](#), [bus stations](#), parking, terminals, refueling depots (including fueling docks and [fuel stations](#)) and [seaports](#) sidewalks and trails when used for transportation purposes.
- b) **Basic Public:** Basic public infrastructure shall mean those services that are generally necessary to conduct business and operate and include waste, water and energy. Specifically; the collection and distribution systems, treatment plants and other infrastructure that collects, treats and delivers drinking water and waste water-related services; electric power generation and transmission; solid waste to include, [recycling](#), [composting](#), [disposal](#), and [waste-to-energy](#) via incineration; systems for heat distribution through sources such as co-generation, biomass, geothermal heating, heat pumps and central solar heating.
- c) **Telecommunications:** The equipment and structures necessary for the transmission of signals over long distances that may include electrical and electromagnetic technologies, such as [telegraph](#), [telephone](#), and [teleprinter](#), [networks](#), [radio](#), [microwave transmission](#), [fiber optics](#), coaxial cable and [communications satellites](#). Investments must meet or exceed the most current U.S. Federal Communication Commission definition of broadband data transmission.

Non-Infrastructure:

d) **Business and Workforce Development:** Business Development shall mean those areas of business development which include entrepreneurship, the creation of new businesses or the retention or expansion of existing businesses in the local communities, and are deemed eligible, projects shall document job-creation or job-retention. Funding of start-up projects, such as business incubators or industrial parks, must have committed business tenants. Expansion of existing business incubators and industrial parks are also allowed.

Business Incubator projects must document that a need exists, per standards of research described by the International Business Innovation Association. A plan should also be developed to coincide with standards and operations as set forth by the International Business Innovation Association.

“Business Incubation” shall mean a business support process that accelerates the successful development of start-up and fledgling companies by providing entrepreneurs with an array of targeted resources and services.

Workforce Development shall mean job training or employment-related education for a specific employer to fill immediate job openings or retain current jobs which are documented as such by that specific employer. Delivery of such training shall be through the use of existing public educational facilities (EPEFs) located in the region. However, if, the applicant demonstrates (1) sufficient information demonstrating an EPEFs inability (as example, insufficient capacity, curriculum, and/or accessibility) to satisfy the defined need, and the applicant (2) demonstrates a compelling need to use a non-EPEF for such training, then the Federal Co-Chairman can waive this requirement and deem a project eligible.

Other than for “Workforce Development” projects, as described above, ongoing, operating costs (including, but, not limited to, salaries, vehicles, equipment, and maintenance) will NOT be deemed eligible.

Revolving Loans will be an eligible use; however, NBRC will only provide revolving loan funds to those entities whose normal course of business consists of lending.

e) **Basic Health Care:** The cost of basic health care facilities, such as clinics, will be eligible. Operating costs of facilities will NOT be deemed eligible.

f) **Resource Conservation, Tourism, Recreation:** While easements and land purchases are eligible under the federal criteria, an economic development case needs to be made to substantiate the use of funds. Construction projects that promote resource conservation, tourism, recreation, and preservation of open space, such as access roads, bridges, signage, etc., are eligible projects. All projects must also be consistent with the economic development goals of the region.

g) **Renewable and Alternative Energy:** Renewables are generally defined as any naturally occurring, theoretically inexhaustible source of energy, such as biomass, solar, wind, tidal, wave, and hydroelectric power, that is not derived from fossil or nuclear fuel. Facilities that are owned by a for profit entity will NOT be eligible. Publicly owned and non-profit entities are eligible.

What Needs to Happen to Begin Work?

Grant Agreement

Every successful grantee will receive a grant agreement between the Northern Border Regional Commission and the grantee. The grant agreement will contain among other things, the following:

- ◆ The NBRC Contract Number: This number must be included in all documentation and emails that are sent to the States or NBRC offices. (e.g. NBRC16GME01)
- ◆ Contact information: for both the grantee and NBRC. It is imperative to notify NBRC if this information changes, send changes to admin@nbrc.gov using form OMB#4040-0010. (www.nbrc.gov)
- ◆ Period of Performance: this is the start and end date of the project to be completed for the contract between grantee and NBRC.
- ◆ The grant amount: The grant amount cannot be increased for any reason. Overruns on projects are the responsibility of the grantee.
- ◆ Required match: This is the amount of other funds that must be documented during the project period.
- ◆ Indirect Cost Rate: This is the approved rate that has been agreed upon by the grantee and their Federal Cognizant Agent. Any and all invoices must use this rate for their invoices when specific services as outlined are performed by the grantee. This is NOT a rate to be used by any subcontractor or consultant.
- ◆ Budget: Line items of expenditures. These line items may not be changed by the recipient without prior written approval by NBRC unless those changes are no greater than 10% of the total line item.
- ◆ Grant Provisions: the laws and agreements that a grantee is required to follow as part of the contract with a federal awarding agency.
- ◆ Construction: The contract will state if the project is Construction or non-Construction. This is important because necessary forms may vary depending on this.
- ◆ Real Estate and/or Equipment: The contract will state if the project will consist of real estate or equipment purchases. This will include the purchase of easements on property. This is important to know as there are additional reporting requirements.
- ◆ Sub-recipients: This will include an outline of those funds that will be sub-awarded to organizations or entities that are not the recipient. Unless sub-recipient agreements are part of the project, all other contractual relationships (other than LDD administration) must be obtained through federal procurement procedures.

Obligation of Federal Funds

As with any federal program 'obligating' the funds is important. Why? Because without specifically allocating the funds to a project/entity it appears that those funds are not dedicated to any source and are available for use, potentially in other areas of the government. The federal fiscal year begins on October 1 of each year. It is the goal of NBRC to ensure that all project funds are obligated prior to this date so that the funds are held for the projects and it does not appear that they are not needed. In order to obligate the funds to a specific project the following items are needed. It is important that all grantees provide the following information **by September 1, 2017**:

- ◆ The grant agreement/contract must be signed by both parties and on file in the NBRC office.
- ◆ NBRC office must have on file the SF3881 Automated Clearing House (ACH) Enrollment Form.

Yes, it's that easy. These are the **ONLY** two documents that are needed. But they must be received by September 1, 2017, or the grantee risks losing the funds to other more responsive applicants.

Notice To Proceed Provisions

All grantees must receive a Notice to Proceed before they can begin ANY work that is part of the NBRC project. There are a number of items (two of which will have already been submitted to obligate your funds) that are required to receive a Notice to Proceed. **No reimbursements** will be made for work conducted prior to receiving a Notice to Proceed. **No match** will be counted that takes place prior to receiving a Notice to Proceed. The date of the Notice to Proceed is very important. There may be cases where a grantee has requested to start prior to October 1, these items need to be in place in order to do that and receive a Notice to Proceed prior to October 1. The following items **MUST** be in place before a Notice to Proceed will be issued:

- ◆ The grant agreement/contract must be signed by both parties and on file in the NBRC office.
- ◆ NBRC office must have on file the SF3881 Automated Clearing House (ACH) Enrollment Form.
- ◆ All match listed in the contract must be **committed** using NBRC Form 1002 listing committed match. Committed match may include the following:
 - Grantee is providing match: Letter from the appropriate authority stating that the entity will provide the match. Letter is required to have the following elements: 1. states the amount of the commitment, 2. contains the dates that the commitment will cover, consistent with the period of performance in the contract. If the funds will be used for paying staff within the grantee's organization, the letter should also state the following: 1. the # of hours staff are anticipated to work on the project, 2. the pay of those staff, 3. and the indirect cost rate that will be used, consistent with the grant agreement (if applicable). At a minimum the letter must provide a dollar figure of match that it is committing to the project.
 - Municipal lending: Requires proof of authorization to spend. This may be different for different states. It may be city council approval, Town of City manager has been authorized for all these transactions, or demonstration of town meeting approval. It is the grantee's obligation to ensure

that they have the appropriate authority to loan funds for the project, but there must be some sort of authorization documented. In the case of town meeting, that may mean in many cases that a Notice to Proceed is not issued until after that time - meaning that the project cannot move forward until such time.

- Letter of cash commitment from another source other than the grantee. A letter is required to have the following elements: 1. states the amount of the commitment, and 2. contains a date that the award was made. A letter of submission or 'application received' or 'pending' is NOT a letter of commitment.
- In-Kind through Volunteers: Provide a written plan of how the volunteer in-kind donation will be arrived at. (Ex: 4 meetings a year, taking place quarterly that are expected to last 1.5 hours and 5 volunteers will participate. $4 \times 1.5 \times 5 = 30 \text{ hours} \times \$24.14 = \$723.60$.) The volunteer rate may be used as match and should be consistent with the national average www.independentsector.org/volunteer_time which is currently \$24.14 per hour. Volunteers may not be: a) counted for the same activity in a different project (counted twice), or b) be federal employees. Additionally, their time must be recorded and be submitted for reimbursements. You may not include any Indirect Cost Rate in addition to the \$24.14. Note: the rate that is calculated at the time of the contract will be the rate for the remaining project period until project completion. While the national rates may fluctuate, it is not feasible to renegotiate these rates during the project period.
- In-Kind through Pro-bono work (e.g., attorney fees): Provide a written plan of how the volunteer in-kind donation will be arrived at: see volunteer example above. Hourly rate must be documented, and acknowledgement that the entity may not additionally financially gain from the project.
- Municipal Force Accounts may be used. Recipients must document that they have the staff, experience. Force account work is limited to work that the municipality can demonstrate is within the technical skill and managerial ability of the recipient and its forces. The recipient must provide an accounting of time and costs and provide appropriate documentation of indirect costs, if being used. Both salaries of staff and cost of mobilization and fees for vehicles may be counted as match when those cost are appropriately documented.
- Land or other donated real property or equipment: NOTE: land transfers may not take place until after the Notice to Proceed had been issued. A Letter of Intent from the current property owner stating that they will provide the land to the project stating the sale or 'appraised' value of the land and anticipated date of transaction and identifying the property. Even if the property is being donated, a professional appraisal is required. NOTE: A municipal assessment is NOT an appraisal. An appraisal of the property must have been completed within the past 18 months or an appraisal must be made prior to issuing a Notice to Proceed if the project is being donated. RE: equipment. The entity that is donating equipment must provide a letter with the following elements: 1. date that the equipment will be transferred to the grantee, 2. market value of the equipment 3. a description of the equipment.
- Cost sharing or matching requirements may be met by other Federal grants up to 80% of the total project cost.
- Neither costs nor the value of third party in-kind contributions may count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted

towards satisfying a cost sharing or matching requirement of another Federal grant agreement, a Federal procurement contract, or any other award of Federal funds.

- Cost financed by 'program income' shall not count towards satisfying a cost sharing or matching requirement unless they are expressly permitted in the terms of the grant agreement.

- Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of the recipients and sub recipients. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization uses to support the allocability or regular personnel costs.

- **All match must be committed by September 30, 2018.** This date allows for extraordinary situations that may occur. Grantee should be communicating with all entities, the LDD, State Program Managers and NBRC staff so that this date does not arrive without all funds committed. If this date cannot be met, funds **will** be transferred to other projects that are more ready to move forward toward completion.

- ◆ The grantee must have at least 75% of any previous projects completed by July 30, 2017.

- ◆ The grantee must contract with a Local Development District (LDD). There will be no third-party grant administration for NBRC grants other than the LDDs. It is NBRC's policy to sole source work to the LDDs in order to meet its legislative mandate to, "enhance the capacity of, and provide support for, local development districts in its region." State agencies are exempt from this administration requirement.

- ◆ Lastly, there may be required items that specific to the award that are listed within the Grant Agreement. (Check the Grant Agreement, all requirements are listed there)

Reporting

Quarterly Reports

Every recipient is required to provide quarterly reports. Reports are due as follows from Oct 1 of the award year through to the close out of the project:

Reporting Period:	October 1 - December 31 -	Report Due January 31
Reporting Period:	January 1 - March 30 -	Report Due April 30
Reporting Period:	April 1 - June 30 -	Report Due July 31
Reporting Period:	July 1 - September 30 -	Report Due October 30

Reports are due regardless of the amount of work that has been completed. These are not an optional task for grantees. Reports must be sent to admin@nbc.gov with the Grant Agreement number in the subject line of the email.

The Performance Progress Report Standard Form-PPR must be used for all reports.

A summary of procurement procedures used and contracts secured should be part of the narrative in the Quarterly Reports.

Ex: Progress Report

File Print

PERFORMANCE PROGRESS REPORT
SP-PPR

1. Federal Agency and Organization: (Name of the Federal Agency and Organization) 2. Federal Office or Office (Name of the Office or Office)		3. Federal Office or Office (Name of the Office or Office) 4. Federal Office or Office (Name of the Office or Office)	Page _____ of _____ Your Location: _____
5. Reporting Period: (Start Date - End Date) 6. Reporting Period: (Start Date - End Date)		7. Reporting Period: (Start Date - End Date) 8. Reporting Period: (Start Date - End Date)	
9. Reporting Period: (Start Date - End Date) 10. Reporting Period: (Start Date - End Date)		11. Reporting Period: (Start Date - End Date) 12. Reporting Period: (Start Date - End Date)	
13. Reporting Period: (Start Date - End Date) 14. Reporting Period: (Start Date - End Date)		15. Reporting Period: (Start Date - End Date) 16. Reporting Period: (Start Date - End Date)	
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OMB Approval Number: 0570-0041
 Expiration Date: 05/01/2011

Financial Reports

Financial reports are NOT Requests for Reimbursement. They are reports on the financial status of the project using Standard Form 425. These reports are due annually and at project close out and may be accompanied by the quarterly progress report. The financial report is due on October 30 for each federal fiscal year (October 1 to September 30) and 45 days after the close of the project - even if the close out of the project takes place only a month or two after the October 30th date. (EX: if your project runs from Oct 1, 2016 to December 30, 2018, you would file a financial report for the time period October 1, 2017, - September 30, 2018, that is due on October 30, and an additional financial report that covers the period October 1, 2018, - December 31, 2018, that is due February 15, 2019.)

EX Pg1: a. Is the amount of NBRC funds received during the reporting period. b. Of (a.) what funds have been distributed? Given that this is a reimbursable program it should be equal to (b.). d. is the total award in your Grant Agreement. e. Of (d.) what NBRC funds have been spent as of the end of the reporting period. f. is equal to (e.) - (d.). g is equal to (d.). h. should always be 0. i. is the match amount you have committed to in your Grant Agreement. j. is of (i.) what has been demonstrated as of the end of the reporting period. There should never be program income (unless extenuating circumstances as outlined in your Grant Agreement.

View Budget Statement		Federal Financial Report (Follow Instructions on Back)		OMB Number 4040-0154 Expiration Date: 01/31/2019	
1. Federal Agency and Organizational Contact to Which Report is Submitted Non-Competing Federal, Regulated, Commercial		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (For non-multiple grants, use PFR Attachment) EBC01NWT01-11030000-00000			
3. Recipient Organization (Name and complete address including Zip code) Recipient Organization Name: Your Name Street: Your address City: Your City, State State: State County: County Zip: Zip Country: Country ZIP Postal Code: ZIP Postal Code					
4a. DUNS Number Your org DUNS	4b. EIN Your org EIN	5. Recipient Award Number or Identifying Number (To report multiple grants, use PFR Attachment) N/A			
6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Final	7. Account Accounting <input type="checkbox"/> Cash <input type="checkbox"/> Accrual	8. Fiscal/Grant Period From: 10/01/2016 To: 09/30/2017		9. Reporting Period End Date 09/30/2017	
10. Transactions					Comulative
Use lines 11-14 for simple grant reporting					
Federal Grant (To report multiple grants, also use PFR Attachment)					
a. Cash Receipts					500,000.00
b. Cash Disbursements					400,000.00
c. Cash on Hand (line 11 plus b)					0.00
Use lines 15-18 for simple grant reporting					
Federal/Program and Unobligated Balance					
d. Total Federal funds authorized					500,000.00
e. Federal share of expenditures					400,000.00
f. Federal share of requirements					100,000.00
g. Total Federal share (sum of lines e and f)					500,000.00
h. Unobligated balance of Federal Funds (line d minus g)					0.00
Recipient Share					
i. Total recipient share required					200,000.00
j. Recipient share of expenditures					200,000.00
k. Recipient share of requirements (line i minus j)					0.00
Program Income					
l. Total Federal program income received					0.00
m. Program income expended in accordance with the debarment alternative					0.00
n. Program income expended in accordance with the addition alternative					0.00
o. Unexpended program income (line l minus m and n)					0.00

Ex Pg2: Only fill in #11 if you have an approved indirect cost rate in your Grant Agreement, otherwise leave blank. b. is from your Grant Agreement. d. is equal to the portion of (e.) + (j.) on page 1, that you charged indirect cost to. e. equals (b. X d.) f. equals the portion of (e.) that is NBRC's share. Using the example on page 1 that would be 66%. The remainder of the form is self-explanatory.

11. Indirect Expense						
a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
salary	8.0%	10/01/2016	09/30/2017	20,888.88	1,671.11	1,103.92
g. Totals				20,888.88	1,671.11	1,103.92
12. Remarks: Mark any expenditures deemed necessary or information requested by Federal sponsoring agency in compliance with governing legislation						
<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>						
13. Verification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, section 1001)						
a. Name and Title of Authorized Certifying Official						
Prefix: <input type="text"/>		First Name: <input type="text"/>		Middle Name: <input type="text"/>		
Last Name: <input type="text"/>		Suffix: <input type="text"/>				
Title: <input type="text"/>						
b. Signature of Authorized Certifying Official				c. Telephone (Area code, number and extension)		
<input type="text"/>				<input type="text"/>		
d. Email address				e. Date Report Submitted		14. Agency use only:
<input type="text"/>				<input type="text"/>		

Standard Form 421

Final Close Out Reporting

Close out documents are required to be delivered to NBRC within 45 days after completion of the project. There are five items that are required for project close out:

- ◆ Final Invoice (if all funds are not going to be used for the project a letter requesting that the remainder (\$put the amount\$) be de-obligated from the project.
- ◆ Final Report: Every grantee is required to provide a final report. Reports are due 45 days after the close of the project. Use the Performance Progress Report SF-PPR. A final report should provide a narrative of the entire project, start to finish not just the last few months of the project.
- ◆ Final Financial Report using SF425.
- ◆ The GPRA Form: The Government Performance and Results Act (GPRA) (Pub.L. 103–62) is a United States law enacted in 1993. It is one of a series of laws designed to improve government performance management. The GPRA requires agencies to engage in performance management tasks such as setting goals, measuring results, and reporting their progress. The purpose of the Act among other things, is to improve the confidence of the American people in the capability of the Federal Government, by systematically holding Federal agencies accountable for achieving program results. NBRC is required to establish performance indicators to be used in measuring or assessing the relevant outputs, service levels, and outcomes of each program activity and, provide a basis for comparing actual program results with the established performance goals. NBRC is working on overarching performance measure for all grantees. However, given the uniqueness of many projects and the broad spectrum of projects that can be funded under NBRC legislation, one size does not necessarily fit all. Applicants were asked to identify performance measurements themselves as opposed to be directed by NBRC as to the outcomes of their projects. Your Grant Agreement outlines the Performance Measures that you determined were applicable to your project. These Performance Measures will be reported to NBRC at the close of the project and **again three years after project close out**, to determine if the investment achieved the anticipated outcomes. Please keep these Performance Measures in mind during the project implementation period in order to accurately report at project close out.
- ◆ Project Video: New for 2017 recipients, a three minute video of some aspect of the completed project is required for project close out. This can be any form that is easiest for the recipient that tells the story of the project. A sample of an appropriate release form that should be filed with NBRC with the video is found in Appendix A.

Five percent (5%) of the NBRC award will be held until all close out documents are received.

While the limited staff of NBRC cannot conduct site visits for all projects during the projects, every effort will be made to visit the project during close out. Appendix B provides a checklist that may be used during these close out site visits. This checklist should be reviewed prior to the start of every project to ensure that various documents are available and to assist with set up of the project file. All files shall be made available to NBRC, State or LDD staff when and inquiry is made.

Reimbursements

Timing of Reimbursements

Grantee may submit reimbursements on their own schedule following these basic rules:

- ◆ Period Covered by The Request: All time periods from the start of the project to close out must be accounted for and not overlap. What does this mean? For example, if there is no work on a project from the project start date of Oct 1 until December 1, but the grantee has work that has been completed in December that they would like to submit a reimbursement for, the reimbursement date should clearly state from October 1 to December 31 in section #8 (Period Covered by this Request) on the Reimbursement Request.
- ◆ No Overlapping Time Periods: NBRC will not process more than one request for any specific time period. Do not submit a reimbursement for construction contractors from February 1 - February 28 for one amount and another reimbursement for administration from February 1 - February 28. They will NOT be processed this way. It is the grantees responsibility to ensure that their records are kept in a manner that they are able to appropriately document their costs when funds are needed for the month.
- ◆ No skipped Time Periods: Do not skip time periods. If a previous request period ended March 30, do not submit a subsequent reimbursement request that begins May 30. Perhaps no work was completed in April or May that you need reimbursement for, but you have reimbursements for June. List the 'Period Covered by This Request' #8 on the Reimbursement form as April 1 to June 30.
- ◆ Monthly Dates: Reimbursement should use whole months. Do not submit a reimbursement for April 5 to April 28 and then another for April 29 to May 15. This is too difficult to track and makes record keeping for both NBRC and the grantee cumbersome.

Documentation for Reimbursements

Grantee must provide supporting documentation for both requested NBRC funds and match that they have committed to for the project. In most cases, the match will be proportional to the amount being requested from NBRC. For example, if a project requires the grantee to have a 40% match and a reimbursement is submitted documenting \$70,000 in expenses, the reimbursement shall be \$42,000 or 60% of the project expenses that month. Documentation includes anything that is necessary to demonstrate that the funds were spent, costs were incurred or work was completed. **An estimate is not an invoice.** There may be a wide variety of ways to demonstrate costs, but some examples include:

- Application and Certification for Payment (AIA Document G702) or other equivalent.
- Receipts for purchase of goods and supplies.
- Payroll records for staff time (or simple spreadsheet outlining hours worked, wages , etc.)

- Sign In Sheet of volunteers with attached math demonstrating hours volunteered and math to arrive at match amount.
- Invoices from selected contractors and/or purchases.

Match must be demonstrated just as those costs that the grantee is requesting reimbursement from NBRC are demonstrated. Why do we have to demonstrate match? When a grantee signs a grant agreement that they will provide a specific amount of match, that match must be recorded as being met.

In the Grant Agreement match is outlined based on the project costs that the grantee themselves has outlined. Unless it is otherwise stated in the file, generally, the reimbursement will be made based on the ratio of match to NBRC funds. See example above. In those instances where the match is not anticipated to correspond with other expenditures this should be documented at the beginning of the project.

The Math!

Requests for reimbursement are required to be made using the SF270 Request for Reimbursement. Total program outlays to date are the total amount of funds that have been spent or documented as match for the entire project, not just that reporting period. You must document all costs for the time period. If the total in line a. is \$15,000 as your first request, you must document \$15,000 worth of expense and/or match. If the amount of line a. is \$65,000 as your second request **you must document your expenses of \$50,000 (difference between \$65,000 and \$15,000 from the first reimbursement request)** Federal share now requested (line i): this is the amount that you are asking NBRC to reimburse, but you are required to demonstrate your match as well as this amount. You must document all the of Non-Federal share of amount on line f: this is your total match. Some people get tripped up here. Providing a coversheet for the time period of the reimbursement is helpful. Here is an example, and an example of a completed form can be found in Appendix C:

Your First Request for Reimbursement requested and received \$10,000 from NBRC and you documented \$15,000 in program outlays. \$5,000 of the \$15,000 was match. Your second Request for Payment contains \$40,000 worth of expenses and \$10,000 in documented in-kind match and your match required per your contract is 20%.

Documentation from this example would include the receipts that made up the \$50,000; \$40,000 in expenses plus the documentation of match amount of \$10,000.

Given that 80% of the total project of \$65,000 is \$52,000, the entire amount requested of \$40,000 could be reimbursed. (If however, in a different scenario the match was only \$10,000 total instead of \$15,000, the total project amount would be \$60,000. Because 80% of \$60,000 is \$48,000 and the grantee has previously received \$10,000, the only amount that could be reimbursed would be \$38,000 even though the expenses were \$40,000 - unless there is documentation in the file that the match is not expected to be 'in-synch' with the project).

a. Total program Outlays to Date	\$65,000	This is your total project cost. 10K + 5K+ 40K+10K = 65K
b. Less: Cumulative program Income		you should never have program income unless this has been worked out in your contract
c. Net program outlays		should always be the same as line a
d. net cash outlays for advance period		\$0 - NBRC Does not advance funds
e. Total	\$65,000	Should equal line a.
f. Non-Federal share of amount on line e.	\$15,000	Your documented match of \$5K (Pay Req #1) + \$10K (Pay Req #2)
g. Federal share of amount of line e.	\$50,000	Should always be line e minus line f.
h. Federal payments previously received	\$10,000	PLEASE put the amount that has been requested previously even if you have not actually received the payment yet from the previous request
i. Federal share now requested	\$40,000	This is the amount you are seeking from NBRC for Pay Req #2.

Where does the SF270 Go?

Request for Reimbursement should be emailed to admin@nbrc.gov. Once NBRC receives the request it will be processed and will follow up with the grantee if necessary. If there are no issues the request will be forwarded on in order for the payment to be electronically transferred to the grantee's bank account using the ACH information provided. When the request is processed the recipient will receive an email acknowledging the request. After this email the grantee can expect to receive payment within 10 business days.

How long does it take to get funds?

All projects should be able to pay their bills within a month of receiving them without anticipating that NBRC will cover costs immediately. Assume for planning purposes that NBRC funds may be received a month after sending in a Reimbursement request. However, as stated above generally 10 days after being processed the funds should be available.

Procurement

Competition

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

The non-Federal entity must have written procedures for procurement transactions.

The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

Purchases below \$3,500

To the extent practicable, the non-Federal entity must distribute small purchases equitably among qualified suppliers. Small purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable. This typically refers to purchase of supplies, travel or equipment below this threshold. Obtaining a number of quotes is a best practice, and of course the grantee should follow their own procurement procedures for purchases.

“Simplified acquisition threshold” means purchases that are below \$150,000 ([41 U.S.C. 134](#))

This is generally only used on specified equipment purchases. This cannot be used for consultant services or other procurement that could produce different results or products or for construction projects that have many pieces to them. This is for those relatively simple and informal purchases that would result in the same product regardless of the vendor. Think ‘apples to apples’. You should be able to receive quoted prices for consistent products from qualified sources. Example: Part of your project is to purchase a small van as part of a transportation project to increase commuter opportunities that provide workers to a developing business. The van specifications are specifically outlined regarding size, seating , etc., and it costs roughly \$50K. The simplified purchase procedures would allow the non-federal entity to acquire price or rate quotations, and purchase from the most financially responsible vendor. The quotes must be obtained from an adequate number of qualified sources (typically three). You should seek prior approval before making these purchases and this would typically be outlined in the contract between the grantee and NBRC.

Sealed Bids

Generally used in construction projects. Typically referred to as Request for Proposals (RFP). Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction and will require professional services in order to construct the bid documents necessary. In order for sealed bidding to be feasible, the following conditions should be present:

1. A complete, adequate, and realistic specification or purchase description is available;
2. Two or more responsible bidders are willing and able to compete effectively for the business; and
3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
4. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.

Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

5. Any or all bids may be rejected if there is a sound documented reason.

What happens when there are limited or no bidders on a project? The grantee should re-bid the project and expand the advertising area to capture a wider audience. If this still produces limited responsive bidders, the grantee may request to sole source the work to the only bidder. If there were still no bidders, the grantee should entertain breaking down the project in segments that would attract specific trades and contractors. In any case, the grantee should fully document their attempts to provide open competition.

Competitive Proposals

Procurement by competitive qualifications typically referred to as a Request for Qualifications (RFQ). The technique of competitive qualifications is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids such as consultants that could produce different results. Examples include: teachers or training experts for job development, engineers, architects, website development, meeting facilitation or research experts. If this method is used, the following requirements apply:

1. Requests for qualifications must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2. Proposals must be solicited from an adequate number of qualified sources;

3. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

5. The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E or other professional services. It cannot be used to purchase other types of services though A/E firms that should instead be using another form of procurement.

Noncompetitive Proposals/Sole Source

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is available only from a single source. This is rare, and must be documented;

2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. This would be an extreme case such as a natural disaster and highly unlikely to be used by NBRC;
3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
4. After solicitation of a number of sources, competition is determined inadequate.

If procurement is obtained through sole source without the express written authorization from NBRC, the grantee risks termination of its award.

Contracts for administration of grants using Local Development Districts are the only authorized sole source procurement that NBRC has currently authorized.

Minority/Women Businesses

The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Bonding

Northern Border Regional Commission has the minimum requirements as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is the responsibility of the Grantee to understand government procurement procedures. The LDD’s role is to assist with knowing the process, but they are not hired to conduct the process for the Grantee. All records of how solicitations were made and the process and criteria used to obtain services and contracts shall be part of the records of the project and kept in accordance with other Record Retention rules.

Property

Equipment

An equipment budget is listed in the Grant Agreement. Equipment may only be purchased if this is within the budget in the grant agreement. If this amount is anticipated to change you must notify admin@nbrc.gov. NBRC is required to inventory all equipment purchased through its grant programs.

NBRC shall issue an inventory tag to be placed on the equipment (when it has the capacity to do so). The grantee in some situations may provide NBRC with their inventory number if appropriate.

Equipment is defined as tangible property having a useful life of more than one year and a per unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the grantee for financial statement purposes, or \$5,000. All other equipment is considered supplies and should be listed as such in the grantee's budget. Personal computers are now generally accepted as supplies.

The grantee shall create a depreciation schedule for the equipment that has been purchased. The grantee shall also provide NBRC with a list of the equipment and identifiable info (pictures are also appreciated). Both of these shall be provided to NBRC prior to release of funds for the equipment.

Equipment shall contain a 'conditional title' when appropriate and the grantee must not encumber the equipment without written permission from NBRC. Equipment must be used for the purpose and scope of the grant outlined in the grant agreement until the equipment is fully depreciated, or funds will be required to be returned to NBRC.

Ex: A commercial grade lathe is purchased in order to conduct job training in a technical environment. The lathe cost (three quotes required, see simplified acquisition in Procurement above) \$20,000 and a depreciation schedule has been outlined for the 5 year life of the equipment. At the end of year two the training program is terminated because of unforeseen new business opportunities that provided work for those being trained. The depreciation schedule indicates that there is still \$12,000 value in the equipment. NBRC participated in 80% of the purchase. It would be anticipated that NBRC would be repaid 80% of the \$12,000 or \$9,600, unless the grant agreement is otherwise revised to continue use of the equipment with a change of scope.

Equipment is required to be inventoried every two years. NBRC does this by having the grantee file the Standard Form 428-S. see Appendix D.

Insurance is required for the equipment as would customarily be warranted to protect the interest of the grantee.

Real Property

Real property may be acquired only when authorized by NBRC and when outlined in the budget of the grant agreement. Real property means land, including land improvements, structures thereto, but excludes

movable equipment. Like equipment, real property must be used for its original intent, however as opposed to using a depreciations schedule, NBRC has outlined 20 years as the timeline that real property will be used. During this time the grantee may not dispose of or encumber its title or other interests. Real property constructed or acquired under an NBRC grant is subject to the requirements of 2 CFR 200.311 as applicable regarding use, transfer of title, and disposition.

Real property constructed or renovated with NBRC funds may not be conveyed, transferred, assigned, mortgaged, leased, or in any other manner encumbered by the grant recipient, except as expressly authorized in writing by NBRC. If the recipient defaults in any way on a mortgage, the recipient must immediately notify the NBRC by telephone and email.

To protect the Federal interest in real property that has been constructed or has undergone major renovation with NBRC funds, the grantee must record a Notice of Federal Interest (NFI) in the appropriate official records of the jurisdiction in which the property is located. Recordation must occur when construction or renovation begin. Fees charged for recording or modifying the NFI may be charged to the grant. A copy of the NFI must be provided to NBRC. Appendix E provides an example of language for the NFI.

An annual inventory of real property shall be conducted by NBRC. See Appendix F.

Immediately upon completion of the construction or purchase, the grantee must at a minimum, provide the same type of insurance coverage as it maintains for other property it owns or if it does not own property, adequate to cover the Federal investment.

Changes in a Project

Performance Period

Changing the Period of Performance of a Grant Agreement. If a project cannot be completed within the approved period of performance, an extension request may be made prior to the end date by email to admin@nbrc.gov. The request must include the reason for the extension and the proposed revision to the end date. Approval of a project extension is contingent on the state's concurrence. If a performance period is not approved, or in the event that more than one extension is granted, and the grantee is unable to complete the project within the timeframe outlined, the grantee risks being excluded from applying for future investment grant rounds until the project has been successfully completed.

Modifying the Budget

No increases to the NBRC award will be made. Project overruns are the responsibility of the grantee. Prior NBRC approval is required for changes to major line items when the grant exceeds \$100,000 and the total, proposed transfer exceeds ten (10%) percent of the project's total approved budget. To request a budget change, submit a revised budget and narrative justification to admin@nbrc.gov as well as to both the state project manager and the LDD. Budget changes that involve substantial revision to the scope of work or objectives of the project (regardless of the grant amount) also require prior NBRC approval. A budget revision request worksheet is available on the web site. If a grantee moves forward without approval on budget change issues, the grantee may risk termination of contract.

Scope

All grantees will receive a grant agreement in which the scope of the project is outlined. NBRC has a high degree of flexibility and we aim to maintain that. In order to do so, it is imperative that projects are implemented on time and within the approved scope of work that the funds were intended to accomplish. When issues arise that prohibit the grantee from fulfilling the approved scope, the grantee may request a change in scope. This is a formal process. It is NOT an email or phone exchange. Grantee must submit a narrative of the scope or budget change requests. In the narrative the recipient must state both the approved scope and the scope that is being requested. This request must be sent via email to admin@nbrc.gov AND to the state program manager. To request a change to a project, describe in detail the reason for adding, modifying, or deleting an activity. Include information explaining any revisions to the expected outcomes that would result from the proposed change(s). Make it clear what was anticipated to happen verses what you want to change the scope to include.

Compliance and Monitoring

Northern Border Regional Commission (NBRC) seeks to responsibly account for distribution of Federal Funds in a manner that is transparent and accountable to the public, that builds trust in future appropriations and demonstrates the success of the collaborative effort of the Federal Government and the States of Maine, New Hampshire, New York and Vermont. Monitoring programs and projects is important to ensure that contracts are carried out in the manner anticipated, to deter fraud and abuse, and to recommend future policies to promote efficiency with limited dollars. Equally important is the need to tell the successful stories of communities throughout the region and how funds have leveraged investment, public support and innovation.

Meeting Requirements of the Grant Agreement

The NBRC shall respond to any and all complaints of waste, fraud and/or abuse. NBRC staff shall review statutes, regulations, laws or seek legal council when necessary.

Grantees are responsible for managing federal funds in compliance with statutes rules and their NBRC grant agreement. It is the recipient's responsibility to become familiar with what the obligations are that they assume by accepting public dollars. NBRC has developed the following policies and procedures to categorized levels of noncompliance and identify typical procedures for use when noncompliance is discovered. NBRC may consider factors not covered in these guidelines. Mistakes may occur as the result of misunderstandings and the majority of incidences are resolved without requiring formal corrective action(s). NBRC staff will work to ensure noncompliance issues are irregularities. When corrective action is deemed necessary, the goal will be to bring the Grantee into compliance. Future funding may be affected by constant and/or flagrant noncompliance. There are two levels of noncompliance:

Level I - Failure to follow required administrative procedures

Level-I compliance issues include, but are not limited to the following:

- Lack of documentation necessary to justify expenses for reimbursement
- Improperly completing forms and contracts
- Incomplete or late quarterly reports
- Incomplete files kept on the projects
- Consistently missing signatures and dates on documents, or other lack of attention to detail that demonstrates capacity and/or professional limitations
- Not notifying NBRC when there is a change in key contact information

Level-II Failure to follow federal statutes, rules, policies and/or the NBRC Contract

Level-II compliance issues include, but are not limited to the following:

- Lack of communication with NBRC and/or the contracted LDD

- Use of funds outside the scope of services outlined within the NBRC contract
- Failure to meet the match outlined within the NBRC contract
- Use of funds, equipment or other resources purchased with NBRC funds to obtain income when not expressly written into the NBRC contract
- Not completing the project within the project timeline as described in the NBRC contract unless a formal written extension has been granted
- Purchase of equipment and/or real property when not explicitly outlined within the NBRC contract
- Incomplete or failure to attain the deliverables outlined in the Grantee's application and/or NBRC contract
- Use of funds that are inconsistent with any and all federal and state laws
- Improper procurement
- Use of funds that in any way influences activities associated with obtaining grants, contracts, competitive agreements or loans as laid out in 2 CFR 200.450.
- Repeated instances of Level-I noncompliance
- Not following a corrective action plan outlined in response to Enforcement of Level-I noncompliance.

Enforcement Procedures

Level-I Compliance Issues:

Grantees will be notified of compliance issues via email, letter, or other means of written communication. The communication shall be addressed to the Grantee's lead contact as listed in the NBRC contract and the appropriate LDD shall be cc'd. The notification shall document the noncompliance issue(s) and suggested corrective action to bring the Grantee back into compliance. The Grantee must respond to the NBRC within 30 days with a corrective action plan that addresses any and all noncompliance issues.

Level-II Compliance Issues:

Grantees will be notified of compliance issues via email, letter, or other means of written communication. The communication shall be addressed to the Grantee's lead contact as listed in the NBRC contract and the appropriate LDD and State Program Director shall be cc'd. The notification shall document the noncompliance issue(s) and suggested corrective action to bring the Grantee back into compliance. The Grantee must respond to the NBRC within 30 business days with a corrective action plan that addresses any and all noncompliance issues.

Failure to respond within the 30 days will cause a Suspension of the project until noncompliance issues are addressed. Suspension of the project shall mean that no funds will be reimbursed, and any and all work that is conducted after the 30 business days may be subject to being 'non-allowable costs' for future reimbursement purposes.

If noncompliance is determined by NBRC to be severe or if work is found by NBRC to be unsatisfactory, or performed in any way that is in violation of federal, state, or local law, NBRC may require the Grantee to repay part or all of the funds that have been received. NBRC may impose the following measures consistent with 2 CFR 200.388:

- ◆ Temporarily withhold cash payments pending correction of deficiency by the Grantee.
- ◆ Disallow all or part of the cost of the activity or action found to be in noncompliance.
- ◆ Wholly or partly suspend or terminate the Federal award. NBRC is required to report terminations for material failure to comply with award terms and conditions to the Federal Awardee Performance and Integrity System (FAPIS) which may affect future Federal funding for the Grantee.
- ◆ Initiate suspension and/or debarment proceedings as authorized under 2 CFR part 180. This requires NBRC to notify the System of Award Management (SAM) of the issues, which may prohibit other Federal funding to the Grantee in the future for a period of 5 years.
- ◆ Withhold further Federal awards for the project or program.
- ◆ Any attorney's fees, costs and expenses incurred by NBRC which may be necessary may also be charged to the Grantee in addition to repayment of the Federally awarded grant.

Appeals

A Grantee may appeal any finding of noncompliance. The appeal shall be in writing. The appeal shall include supporting evidence and be sent to NBRC within 30 days of receiving any enforcement action. All appeals shall be reviewed by the Federal Co-Chair. The Federal Co-Chair shall render a decision to dismiss, amend or uphold the recommendation of NBRC staff. If the Grantee disagrees with the Federal Co-Chair's decision, the same appeal may be submitted to the State Governor's Alternates and a determination of dismiss, amend or uphold shall be issued by this body. All determinations by the Governor's Alternates shall be final.

Records of a Project

All records pertaining to activities funded under a single award shall be retained for three years after formal 'Close-Out' by NBRC of the project. The three-years may be extended under extenuating circumstances by NBRC at its discretion due to pending litigation, audits or other issues.

Except for confidential records, all documents required to be maintained, or reasonably considered to be pertinent to the award must be available for viewing and/or examination by:

1. any citizen, pursuant to the requirements of state law and local ordinances; and,
2. Representatives of NBRC including, but not limited to, NBRC and its State partners. and any LDD in which you have a contract for services.

Grantees may on rare occasion receive confidential information and records. Confidential records include but are not limited to, personnel files, labor and civil rights complaints and the incomes of project beneficiaries. In these cases an individual's right to privacy will necessitate that confidential records be

maintained. These files should be kept separately in a secure place. NBRC does not require Davis Bacon wages and does not process certified payrolls.

Site Visits

NBRC may on occasion request to meet with Grantees during the project construction or implementation phase. The purpose of the site visits during the project may be for the following reasons:

1. discussion and review of Grantee activities identified in the original project application that have a change of scope;
2. to discuss unforeseen issues that require problem solving or adjustments in the award;
3. to foster ongoing communication among the Grantee, the NBRC, State partners and the LDDs;
4. discuss issues that may be delaying the project and require an extension of the project terms;
5. at the request of others such as the Grantee, Congressional Delegation staff or State Program Directors;
6. for convenience: NBRC may be in the area and the coordination of multiple visits is an efficient use of public dollars.

When a site visit is scheduled with NBRC staff during the project period the LDD and State partners will be notified of the meeting.

NBRC will strive to request to meet with Grantees once a project has concluded. The limited staff of NBRC may preclude NBRC from visiting all projects. In the event that a site visit is not possible, the Compliance Checklist will be sent to the Grantee to be filled out and returned with the Grantee's close out report. Appendix A provides a list of the potential records that could be reviewed during a close out visit. The purpose of a site visit at the end of a project may be for the following reasons:

1. for convenience: NBRC may be in the area and the coordination of multiple visits is an efficient use of public dollars;
2. to foster ongoing communication among the Grantee, the NBRC, State partners and the LDDs;
3. to conduct a Compliance and Monitoring Closeout process.

Role of the Local Development District

Overview of LDDs

The NBRC Federal-State partnership is aided by a group of regional organizations called Local Development Districts (LDD's) that assist the NBRC in its outreach activities, and administer NBRC investments for grantees. LDD's provide feedback to the Commission on its current programs as well as assist in identifying future areas of focus for the Commission. LDD's are either an already existing federally designated Economic Development District, as certified by the US Economic Development Administration or an organization similar in nature to a regional planning commission.

LDD's are knowledgeable about other Federal and State programs that help fund economic and community development projects. They are aware of local concerns as most engage in regional economic development planning of varying degrees. All are certified by the NBRC as being proficient in administering Commission funds for grantees.

In order to compensate the LDDs for that administrative work, grant administrative fees will be paid from the awarded funds. The formula for determining project administration fees is 5% of the first \$100,000 awarded and 1% of all dollars in excess of \$100,000. By example, a \$250,000 award would include \$6,500 in LDD project administration fees, thereby making \$243,500 available for the purpose of the award.

Benefits of a Local Development District

- ◆ Regional collaboration and partnership with other LDDs and a Federal Agency.
- ◆ Opportunity to assist NBRC in developing future programs that benefit the region.
- ◆ LDDs will be the designated grant administrators for the NBRC investments that are awarded within their region.
- ◆ Receive funding from NBRC through the development of a 'scope of service' that may include; review and certification that projects are legitimate and meet the parameters of the NBRC infrastructure program, assist applicants to write grants, and assist NBRC with analysis of local and regional issues.

Obligations of a Local Development District

Federal legislation states that the Northern Border Regional Commission, "shall enhance the capacity of, and provide support for, local development districts (LDD) in its region." It outlines obligations that LDDs have once they are designated. 40 U.S.C., §15505 (c):

- ◆ "Operate as a lead organization serving multi-county areas in the region at the local level"; and,
- ◆ "Assist the Commission in outreach activities for local governments, community development groups, the business community, and the public"; and,

- ♦ “serve as a liaison between State and local governments, nonprofit organizations, educational institutions, the business community, and citizens”; and,
- ♦ “Assist those described above to identify, assess, and facilitate projects and programs to promote economic development of the region.”
- ♦ LDDs shall attend an annual training session provided by Northern Border Regional Commission staff.

Scope of Administration Contracts

LDDs shall have the following scope of services pertaining to the Grant Administration:

- ♦ Quarterly Reporting: Ensure that the grantee files quarterly reports on time and enough information to provide a meaningful outline of where the project is at in the process.
- ♦ Reimbursement Requests: Provide guidance to grantees on filing reimbursement requests and ensure that reimbursement requests are accurate, within approved budget and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by NBRC. (check the math!!)
- ♦ Final Reporting: Ensure that the grantee has filed their final report and financial report in a timely manner after the project is complete.
- ♦ General Assistance: Be available to provide guidance to the grantee with other issues such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about federal grant programs, specifically NBRC. (NOTE: it is not expected for the contract amount, that the LDD will conduct bid processes and assessing bid documents for completion, interviewing potential consultants or other procurement processes. If a grantee wishes to engage the LDD in these processes may enter into a separate Grant Management contract with the LDD.)

Contract with Grantee

All grantees are required to contract with a Local Development District (LDD) unless they are a State entity.

LDDs will be reimbursed based on the amount of work that they perform. Like any other part of the grantee's project the LDD will invoice the grantee for their services to be included in the Request for Reimbursement. No lump sum will be used. Reimbursements will be made based on the hours worked. The LDD's indirect cost rate as determined by their Federal Cognizant Agency may be added to salary and fringe.

Miscellaneous

Place of Record

Northern Border Regional Commission business of record is located at 53 Pleasant Street, Suite 1201, Concord, NH 03301 or admin@nbrc.gov. Any records held at locations other than this will not be considered as part of the record or be considered to be received for purposes of processing applications, invoices, communications, requests for reimbursement or other transactions.

Website

www.nbrc.gov

Contacts

Representing the Federal Government

Mark Scarano, Federal Co-Chair (603) 369-3001 ext 1 | mscarano@nbrc.gov

Representing the State of Maine

The Honorable Paul LePage, Governor

John Butera, Sr. Economic Advisor, Governor's Alternate to the NBRC

Andrea Smith, NBRC's Maine Program Manager (207) 624-9813 | andrea.smith@maine.gov

Representing the State of New Hampshire

The Honorable Chris Sununu, Governor

Taylor Caswell, BEA Commissioner, Governor's Alternate to the NBRC

Mollie Kaylor, NBRC's NH Program Manager (603) 271-259 | mollie.kaylor@bea.nh.gov

Representing the State of Vermont

The Hon., Governor Phil Scott

Ted Brady, Dep. Secretary, Vt Agency of Commerce, Governor's Alternate to the NBRC

Katie Corrigan, NBRC's Vermont Program Manager (802) 272-2461 | katie.corrigan@vermont.gov

Representing the State of New York

The Honorable Andrew Cuomo, Governor

Mark Pattison, Dep. Secretary of State, Governor's Alternate to the NBRC

Kyle Wilber, NBRC's New York Program Manager (518) 473-3694 | kyle.wilber@dos.ny.gov

Northern Border Regional Commission Staff

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Bryan Schulte, Executive Assistant

(202) 590-0807, admin@nbrc.gov

James Cleveland Federal Building, Suite 1201, 53 Pleasant Street

Concord, New Hampshire 03301

Appendix A

NBRC Project # _____

I (please print your name) _____, give the Northern Border Regional Commission the absolute right and permission to use my photograph/video footage and information I share with them for any and all marketing and communications purposes, including its promotional materials and publicity efforts. I understand that the photographs and information about myself may be used in a publication, (e.g. newspaper or magazine), brochure, electronic media (e.g. social media, website, video, radio), or other form of promotion. I therefore release the Northern Border Regional Commission, the photographer/videographer, and all associated employees, agents and designees from any and all claims arising out of the use of any such photograph, video sound, likeness, image or information including but not limited to violations of any personal or proprietary rights, defamation and/or invasion of privacy. I give permission to use my first and last name, unless a selection is checked below:

- ☐ Please use my first name only
- ☐ Please use a pseudonym instead of my real name
- ☐ Please do not identify me by name

I also verify that I am 18 years of age or older. If not, then a signature of a parent or guardian is required below:

Signature (parent or guardian) _____

Address _____

City _____ State _____

Zip _____

Phone _____ Date _____

Appendix B

Checklist for Closeout

Record Review

Review of acquisition of supplies, equipment and professional services ☐

Equipment inventory ☐

Review of construction related services:

Invitation to bid ☐

Bid documents ☐

Bid tabulation sheet ☐

Justification of selection ☐

Contract for services ☐

Pre-Construction meeting review ☐

Change orders ☐

Financial management

Reimbursement request ☐

Completed SF 425 ☐

Performance Progress Reports

Quarterly reports ☐

Final report ☐

Environmental Review records ☐

Land Acquisition

Appraisal ☐

P&S or assigned easement ☐

Notice of Federal Interest ☐

Civil Rights ☐

Modifications to scope or budget ☐

Video and associated release forms ☐

Digital photos if applicable ☐

Press or other media releases or reports ☐

Appendix C

REQUEST FOR ADVANCE OR REIMBURSEMENT		1. TYPE OF PAYMENT REQUESTED <input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT	2. METHOD OF PAYMENT <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
		a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input checked="" type="checkbox"/> REIMBURSEMENT b. "X" one or both boxes <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL NUMBER TO WHICH THIS REPORT IS SUBMITTED Northern Border Regional Commission		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY N0001407714	
5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST 1	6. EMPLOYER IDENTIFICATION NUMBER REM for your organization	7. FINANCIAL ASSISTANCE IDENTIFICATION NUMBER N/A	
8. PERIOD COVERED BY THIS REQUEST From: 06/01/2017 To: 12/31/2017			
9. RECIPIENT ORGANIZATION Name: YOUR ORGANIZATION'S INFO Street1: Street2: City: County: State: Province: Country: ZIP / Postal Code:			
10. PAYEE (Where check is to be sent / Different than item 9) Name: N/A, Do Not Fill Out Street1: Street2: City: County: State: Province: Country: ZIP / Postal Code:			

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ AC: VIII-B-3	(a)	(b)	(c) To (d)	TOTAL
c. Total program outlays to date (As of date) 12/31/2017	\$	\$	\$ 65,100.00	\$ 65,000.00
b. Less: Cumulative program income			0.00	0.00
c. Net program outlays (Line a minus line b)			65,100.00	65,000.00
d. Estimated net cash outlays for advance period			0.00	0.00
a. Line (b) minus line (c)			65,100.00	65,000.00
f. Non-Federal share of amount on line e			15,000.00	15,000.00
g. Federal share of amount on line e			50,000.00	50,000.00
h. Federal payments previously requested			10,000.00	10,000.00
i. Federal share now requested (Line g minus line h)			40,000.00	40,000.00
j. Advances required by month, when requested by Federal grantor agency for use in making precontractual advances	1st month		0.00	0.00
	2nd month		0.00	0.00
	3rd month		0.00	0.00

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$	0.00
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period		
c. Amount requested (Line a minus line b)	\$	0.00

13. CERTIFICATION

I certify that, to the best of my knowledge and belief, the data on this report are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST SUBMITTED

TYPED OR PRINTED NAME AND TITLE

Full Name: [Redacted] Middle Name: [Redacted]
Last Name: [Redacted] Suffix: [Redacted]
Title: [Redacted]

TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 0.5 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Appendix D

TANGIBLE PERSONAL PROPERTY REPORT Supplemental Sheet SF-428-S

OMB Number: 4040-0018
Expiration Date: 6/30/2020

Federal Grant or Other Identifying Number Assigned by Federal Awarding Agency (Block 2 of SF-428) <div style="border: 1px solid black; height: 15px; width: 150px;"></div>					Attachment Type <input checked="checked" type="checkbox"/> Annual Report (SF-428-A) <input type="checkbox"/> Final (Award Closeout) Report (SF-428-B) <input type="checkbox"/> Disposition Report/Request (SF-428-C)			
Complete one row for each item:								
	Award Number (a)	GP or ACQ (b)	Description of Item (c)	Identification Number (d)	Acquired Date (e)	Condition Code (f)	Acquisition Cost (In Dollars) (g)	Disposition Request (h)

Appendix E

SAMPLE NOTICE OF FEDERAL INTEREST

On *(insert date)*, the Northern Border Regional Commission (NBRC) awarded Grant No. _____ to *(insert name of recipient)*. The grant provides Federal funds for *(describe purpose of grant, e.g., construction, major alteration and renovation, mortgage, or acquisition of a building*)*, which is located on the property described below in _____ County, State of _____:

(GRANTEE INSERT LEGAL DESCRIPTION OF PROPERTY)

The Notice of Award for this grant includes conditions on use of the aforementioned property and provides for a continuing Federal interest in the property. Specifically, the property may not be (1) used for any purpose inconsistent with the statute and any program regulations governing the award under which the property was acquired; (2) mortgaged or otherwise used as collateral without the written permission of the Program Director at NBRC, or designee; or (3) sold or transferred to another party without the written permission of Program Director at NBRC, or designee. These conditions are in accordance with the statutory provisions set forth in 2 CFR 200.311, and in the Statement, and other terms and conditions of award.

These grant conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, advance notice of any proposed change in usage or ownership must be provided to the NBRC.

Signature: _____

Typed Name: _____

Title: _____

Date: _____

** Description should include specificity to determine if the Federal Interest applies to the land, building, or part thereof. Street or campus address should be included whenever possible*

** To be filed with registry of deeds or appropriate official records within the jurisdiction where the property is located.*

Appendix F

Real Property Status Report
ATTACHMENT A (General Reporting) SF-429-A

OMB Number: 4040-0016
Expiration Date: 01/31/2019

Federal Grant or Other Identifying Number Assigned
by Federal Agency (#2 on cover page)

Complete the applicable blocks below for each parcel of real property being reported (duplicate this page to provide information for each parcel of real property being reported under the Federal financial assistance award identified in section 2):

13. Period of type of Federal Interest (MM/DD/YYYY): From: <input style="width: 100px;" type="text"/> To: <input style="width: 100px;" type="text"/>	
<input type="checkbox"/> Acquisition <input type="checkbox"/> Renovation <input type="checkbox"/> Construction <input type="checkbox"/> Government Furnished Property	
14a. Description of Real Property: <input style="width: 980px; height: 30px;" type="text"/>	
14b. Address of Real Property (legal description and complete address including zoning information): Street1: <input style="width: 480px;" type="text"/> Street2: <input style="width: 480px;" type="text"/> City: <input style="width: 280px;" type="text"/> County: <input style="width: 280px;" type="text"/> State: <input style="width: 280px;" type="text"/> Province: <input style="width: 280px;" type="text"/> Country: <input style="width: 280px;" type="text"/> ZIP / Postal Code: <input style="width: 280px;" type="text"/> Zoning Information: <input style="width: 480px;" type="text"/> GPS Location Longitude: <input style="width: 180px;" type="text"/> GPS Location Latitude: <input style="width: 180px;" type="text"/>	
14c. Land Acreage or Square Units: Enter Amount: <input style="width: 120px;" type="text"/> Select units: <input type="checkbox"/> Acres <input type="checkbox"/> Square Feet <input type="checkbox"/> Square Kilometers <input type="checkbox"/> Square Meters	14d. Gross and Usable Square Footage/Meters (i.e., of building, house, etc.): Enter Amounts: Gross <input style="width: 120px;" type="text"/> Usable <input style="width: 120px;" type="text"/> Select units: <input type="checkbox"/> Square Feet <input type="checkbox"/> Square Meters
14e. Real Property Ownership Type(s): <input type="checkbox"/> A. Owned <input type="checkbox"/> B. Co-Owned <input type="checkbox"/> C. Fee Simple <input type="checkbox"/> D. Corporate <input type="checkbox"/> E. Joint Tenancy <input type="checkbox"/> F. Partnership <input type="checkbox"/> G. Limited Liability Partnership <input type="checkbox"/> H. Co-Operative <input type="checkbox"/> I. Government Furnished Property <input type="checkbox"/> J. Other (Describe): <input style="width: 280px;" type="text"/>	
14f. Real Property Cost: \$ Share Percentage %: Federal Share: \$ <input style="width: 120px;" type="text"/> [<input style="width: 50px;" type="text"/> %] Non-Federal Share: \$ <input style="width: 120px;" type="text"/> [<input style="width: 50px;" type="text"/> %] Total (sum of Federal and Non-Federal Share): \$ <input style="width: 120px;" type="text"/> [<input style="width: 50px;" type="text"/> %]	
14g. Has a deed, lien, covenant, or other related documentation been recorded to establish Federal interest in this real property? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If yes (unless previously reported), describe the instrument used and enter the date and jurisdiction in which it was recorded: <input style="width: 980px; height: 40px;" type="text"/> Date: <input style="width: 150px;" type="text"/> Jurisdiction: <input style="width: 480px;" type="text"/>	
14h. Has Federally required insurance coverage been secured for this real property? <input type="checkbox"/> Yes <input type="checkbox"/> No See instructions for more details.	
14i. Are there any Uniform Relocation Act (URA) requirements applicable to this real property? <input type="checkbox"/> Yes <input type="checkbox"/> No	
14j. Are there any environmental compliance requirements related to the real property? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe them: <input style="width: 980px; height: 40px;" type="text"/>	

Glossary of Terms

Administrative Requirements: The general practices that are common to the administration of grants, such as financial accountability, reporting, equipment management, and retention of records.

Allocable Cost: A cost that is allocable to a particular cost objective (i.e., a specific function, grant project, service, department, or other activity) in accordance with the relative benefits received. A cost is allocable to a Federal award where it is treated consistently with other costs incurred for the same purpose in like circumstances and (1) is incurred specifically for the award, (2) benefits both the award and other work and can be distributed in reasonable proportion to the benefits received, or (3) is necessary for the overall operation of the organization.

Allowable Cost: A cost incurred by a recipient that is: (1) reasonable for the performance of the award; (2) allocable; (3) in conformance with any limitations or exclusions set forth in the Federal cost principles applicable to the organization incurring the cost as to the type or amount of cost; (4) consistent with regulations, policies, and procedures of the recipient that are applied uniformly to both federally supported and other activities of the organization; (5) accorded consistent treatment as a direct or indirect cost; (6) determined in accordance with generally accepted accounting principles; and (7) not included as a cost in any other federally supported award (unless specifically authorized by statute).

Approved Budget: The financial expenditure plan for a grant-supported project, program, or activity, including revisions approved by the NBRC and permissible revisions made by the recipient. The approved budget consists of Federal (grant) funds. An approved budget is a contractual obligation that can only be changed by NBRC in writing through a Grant Agreement Amendment.

Closeout: The process by which NBRC determines whether all applicable administrative actions and all work required under the award have been completed by the recipient and the awarding office.

Cooperative Agreement: A financial assistance support mechanism used when there will be substantial Federal programmatic involvement. Substantial involvement means that NBRC program staff will collaborate or participate in project or program activities as specified in the Notice of Award.

Direct Costs: Costs that can be identified specifically with a particular project, an instructional activity, or any other institutional activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

Entity Identification Number (EIN): A three-part coding scheme of 12 characters used to identify organizations and individuals. The first character identifies the recipient as an organization or an individual. The next 9 characters are the Internal Revenue Service tax number identification (TIN) for organizations or the social security number (SSN) for individuals. The last 2 characters are a suffix to provide distinction between organizational entities that are assigned a single EIN and those that have more than one EIN. The entities could be subsidiaries, divisions, branches, subdivisions, or other organizational groupings of a major organizational entity.

Equipment: An article of tangible nonexpendable personal property that has a useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit or the capitalization threshold established by the recipient, whichever is less.

Federal Funds Authorized: The total amount of Federal funds obligated by the NBRC for use by the recipient.

Federal Share: The amount, generally expressed as a percentage of total project costs, of financial, property, and other direct assistance provided by the NBRC.

Funding Opportunity Announcement: An NBRC's formally issued announcement of the availability of funding through its website and outreach efforts.

Indirect Costs: Costs that are incurred by a recipient for common or joint objectives and cannot be identified specifically with a particular project or program. These costs also are known as "facilities and administrative costs."

Local Development District:

Matching or Cost Sharing: The value of third-party in-kind contributions and the portion of the costs of a federally assisted project or program not borne by NBRC. Costs used to satisfy matching or cost-sharing requirements are subject to the same policies governing allowability as other costs under the approved budget.

Non Federal Share: The portion of allowable project costs not borne by the NBRC.

Obligations: The amounts of orders placed, contracts and subawards, goods and services received, and similar transactions by a recipient during a budget period that will require payment during the same or a future budget period.

Outlays or Expenditures: The charges made to the federally sponsored project or program.

Program Income: Gross income earned by a recipient that is directly generated by the grant-supported project, program, or activity or earned as a result of the award.

Project Period: The total time for which support of a project has been programmatically approved. The total project period comprises the initial competitive segment, any subsequent competitive segments resulting from a competing continuation award, and any non-competing extensions.

Real Property: Land, including land improvements, structures, and appurtenances, but not movable machinery and equipment.

Reasonable Cost: A cost whose nature or amount does not exceed that which would be incurred by a prudent person under the circumstances prevailing when the decision was made to incur the cost.

Recipient: The organization or individual that receives a grant or cooperative agreement award from NBRC and is responsible and accountable for the use of the funds provided and for the performance of the grant-supported project or activity. The recipient is the entire legal entity even if a particular component is designated in the Grant Agreement. The term includes “**grantee**.”

Significant Rebudgeting: A threshold that is reached when expenditures in a single direct cost budget category deviate (increase or decrease) from the approved budget amount for that budget category for that budget period by a specified amount. Significant rebudgeting is one indicator of change in scope.

Subaward: Financial assistance in the form of money or property in lieu of money provided under an award by a recipient to an eligible subrecipient (or by an eligible subrecipient to a lower-tier subrecipient). The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include either procurement of goods or services or, for purposes of this policy statement, any form of assistance other than grants and cooperative agreements. The term includes consortium agreements.

Subrecipient: An entity that receives a subaward from a recipient or another subrecipient under an award of financial assistance and is accountable to the recipient or other subrecipient for the use of the Federal funds provided by the subaward.

Supplies: Personal property other than equipment, intangible property, and debt instruments. The category of “supplies” includes items that could be considered equipment, but do not meet the threshold definition.

Terms and Conditions: All legal requirements imposed on a grant by the NBRC, whether based on statute, regulation, policy, or other document referenced. In addition to general terms and conditions, the grant agreement may include other conditions that are considered necessary to attain the award’s objectives, facilitate post-award administration, conserve grant funds, or otherwise protect the Federal government’s interests.

Unallowable Cost: A cost specified by law or regulation, Federal cost principles, or term and condition of award that may not be reimbursed under a grant, and may not be counted as match.