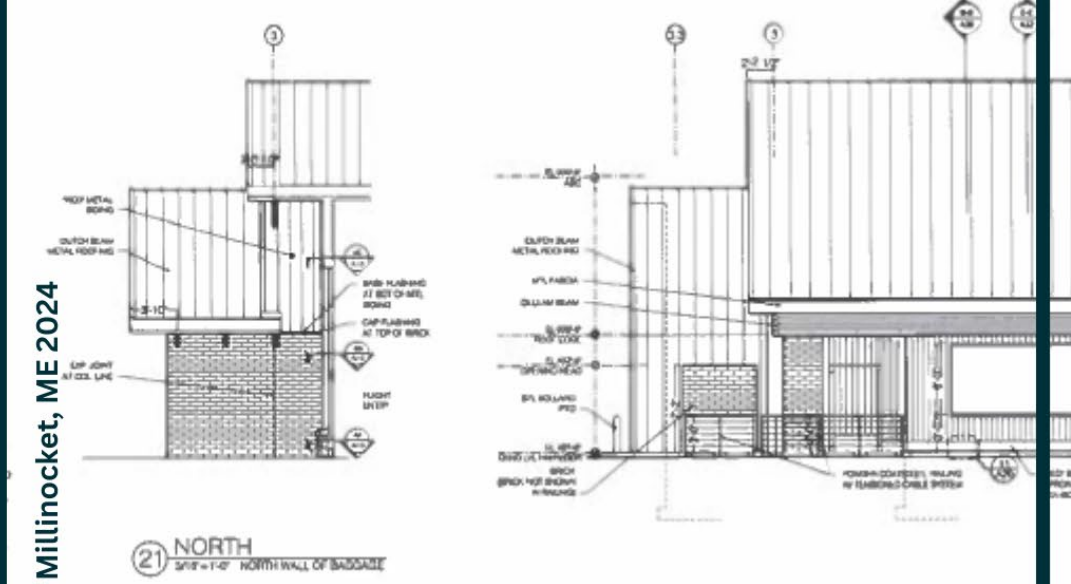
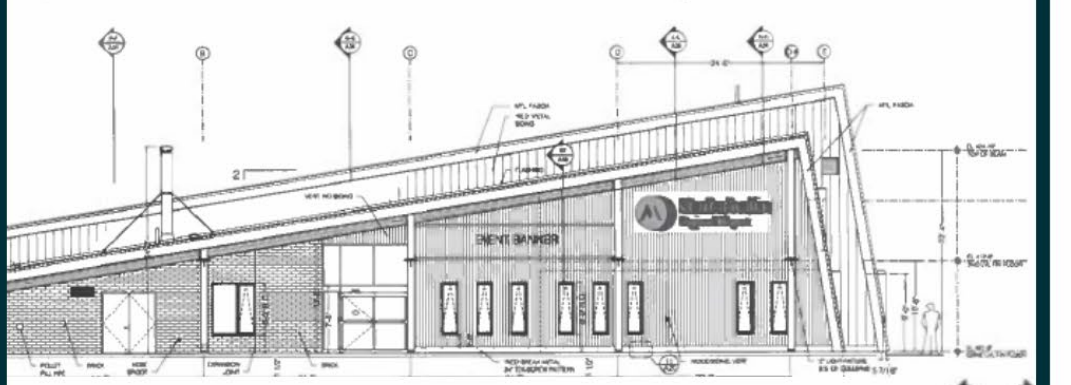




# GRANT ADMINISTRATION & COMPLIANCE MANUAL

Katahdin Regional Airport, Town of Millinocket, ME 2024



[WWW.NBRC.GOV](http://WWW.NBRC.GOV)

# Table of Contents

<i>Northern Border Regional Commission</i> .....	4
Overview.....	4
NBRC Grant Programs.....	5
<i>Local Development District</i> .....	6
Overview of LDDs.....	6
LDD Contracts with Grantee.....	7
Scope of LDD Contract.....	8
<i>Award Process and Project Initiation</i> .....	9
Timing of Awards and Project Initiation.....	9
Notice of Award.....	10
Obligation of Federal Funds.....	10
Local Development District (LDD) Contract.....	11
Grant Agreement.....	11
National Environmental Protection Act (NEPA).....	14
Partial Notice to Proceed.....	16
Full Notice to Proceed.....	17
Securing Match/Cost Share.....	17
<i>Procurement</i> .....	20
Code of Conduct.....	21
Solicitation.....	22
Competition.....	22
Minority/Women Businesses.....	23
Bonding.....	23
Methods of Purchasing.....	24
Micro-purchases.....	24
Small Purchase Procedures.....	24
Competitive Sealed Bids.....	24
Competitive Proposals.....	25
Noncompetitive Proposals/Sole Source.....	26
Contract Award.....	26
Contract Administration.....	26
Project Signage.....	27
<i>Property</i> .....	27
Types of Property.....	27
Equipment.....	27
Real Property.....	29

<i>Reporting</i> .....	31
Quarterly Reports .....	31
Financial Reports .....	33
Closeout Reporting .....	33
<i>Reimbursements</i> .....	34
Timing of Reimbursements .....	34
Documentation for Requests for Reimbursements .....	35
Completing the SF270 .....	37
How long does it take to receive funds? .....	38
<i>Changes in a Project</i> .....	39
Types of Changes: .....	39
Change in Authorized Official .....	39
Budget and/or Scope Modifications .....	40
Performance Period .....	41
Other Project Changes .....	42
<i>Project Oversight</i> .....	42
Enforcement of Compliance .....	44
Monitoring .....	45
Site Visits .....	45
Records Retention and Access .....	45
Dispute and Appeals .....	46
<i>NBRC Contact Information</i> .....	46
Place of Record .....	46
Website .....	46
Contacts .....	46
<i>Appendix A – Projects Funded Through NBRC-USDA Partnership</i> .....	49
<i>Appendix B – Request for Reimbursement (SF270) with Instructions</i> .....	51
<i>Appendix C – Quarterly Report (SFPPR)</i> .....	52
<i>Appendix D - Federal Financial Report (SF425)</i> .....	53
<i>Appendix E – Personal Property Report (SF428-S)</i> .....	54
<i>Appendix F – Real Property Status Report (SF429-A)</i> .....	55
<i>Appendix G—Contract Amendment Request Form</i> .....	56
<i>Appendix H - Monitoring/Site Visit Protocols</i> .....	57
<i>Appendix I – Certification of Indirect (F&amp;A) Costs</i> .....	58
<i>Appendix J - Notice of Federal Interest</i> .....	59
<i>Appendix K – State Historic Preservation Commission Offices</i> .....	60
<i>Appendix L – Media Release Authorization Form</i> .....	61
<i>Appendix M – Glossary of Terms</i> .....	62

# Northern Border Regional Commission

## Overview

Northern Border Regional Commission (NBRC) is one of six Federal-State partnerships created to improve the economic vitality of a region sharing common attributes. Authorized by Congress in 2008 (PUB.L. 110–246, Sec. 14217) and first appropriated funds by Congress in 2010, NBRC was reauthorized in the 2014 Farm Bill and again in 2018.

The NBRC is a partnership between the federal government and the states of **New York, Vermont, New Hampshire, and Maine**. NBRC targets resources to promote economic growth strategies and projects within 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. The Governors are represented on the NBRC by their chosen alternate. The decision-making process of the Commission is comprised of these five voting members. Each State also has a State Program Manager, who serves as the primary points of contact for entities interested in NBRC funding.

By investing in projects that address shared regional challenges and common opportunities, the NBRC plays a critical role in helping rural 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.

By statute ([40 U.S.C. §15702](#)), the NBRC is required to annually assess the level of economic and demographic distress in its service area. The resulting designations reflect whether the NBRC can provide grants within a county.

**Only projects within the NBRC’s service area are eligible for funding under [40 U.S.C. §15733](#).**

Counties are designated per the categories below:

***Distressed:*** Eligible for **80%** funding and require a 20% match

***Transitional:*** Eligible for **50%** funding and require a 50% match

***Attainment:*** Ineligible for funding, unless it is determined that a specific municipality within the county is distressed (Isolated Area of Distress), or the project has a greater effect on distressed and transitional counties. For a project not located in an Isolated Area of Distress, a Significant Benefit Waiver is required. The waiver must be approved by the governing body of NBRC for the project to be eligible to apply for funding.

Additional information can be found in the *NBRC annual Economic & Demographic Research* report found on our website at [www.nbrc.gov](http://www.nbrc.gov)

## NBRC Grant Programs

This manual is applicable to the following Northern Border Regional Commission programs. Where there are discrepancies or differences, those will be noted or specifically called out for the various programs.

### Catalyst

The Catalyst Program is designed to stimulate economic growth and inspire partnerships that improve rural economic vitality across the four-state NBRC region. Catalyst Program investments support a wide variety of economic development projects that include but are not limited to infrastructure, workforce development, outdoor recreation, and childcare. Funding for this program comes from the Commission's core appropriations and the Bipartisan Infrastructure Law.

- **Economic Development Administration (EDA) Collaboration Grant:**  
Funded under the Catalyst program, beginning in 2019, Congress directed the EDA to collaborate with the NBRC to fund projects aligned with the economic development objectives of both Agencies. The unique partnership between the NBRC and EDA has extended the ability of both Agencies to fund economic development projects in the NBRC region.
- **United States Department of Agriculture (USDA) Collaboration Grant:**  
Funded under the Catalyst program, beginning in 2019, Congress directed the USDA to collaborate with NBRC to fund projects aligned with the economic development objectives of both Agencies. The unique partnership between the NBRC and USDA has extended the ability of both Agencies to fund economic development projects in the NBRC region.

### Forest Economy Program (FEP)

The Forest Economy Program supports the forest-based economy, and the industry's evolution to include new technologies and viable business models across the four-state NBRC region. Priorities include investment in the development and commercialization of technologies that create and grow needed markets for low-grade forest harvest residuals, workforce recruitment, development, and training to increase job placement across the forest product continuum, sustaining and growing existing forest industry businesses and operations, such as through technical assistance, Aiding in the revitalization of rural communities through the diversified use of northern border forests for economic activity to include wood products and advanced materials manufacturing, as well as for other economic activity that utilizes northern border forests sustainably for the production of wood products and advanced materials

manufacturing, and Leveraging new or existing partnerships that positively impact either a portion or all of the NBRC region, and/or have the potential to do so.

### **Timber for Transit (T4T)**

The Timber for Transit Program is designed to advance the use of domestic forest products in transportation infrastructure projects across Maine, New Hampshire, New York, and Vermont to showcase the capabilities of wood in these applications. Highly competitive projects will demonstrate and widely promote the utility of high value forest products (e.g. glued laminated timber, cross laminated timber, composite materials, etc.) in transportation infrastructure and commit to enhancing climate resilience in rural communities.

## **Local Development District**

### **Overview of LDDs**

The NBRC Federal-State partnership is aided by a group of regional organizations called Local Development Districts (LDDs) that assist the NBRC in its outreach activities and administer NBRC investments for grantees. LDDs provide feedback to the Commission on its current programs and assist in identifying future areas of focus for the Commission. LDDs 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 or regional development commission.

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

LDDs are compensated for their administrative work, through a reimbursement process, based on the formula of 2% of the NBRC award. LDD grant administration costs are an eligible NBRC cost for an amount not to exceed the formula. LDD grant administration costs must be reflected as a line item within the budget (SF424cbw) submitted for the project.

If grant administration assistance is needed, beyond the total available under the formula, those must be paid for with matching funds. If a grantee wants to utilize their LDD for project management, that is an allowable project cost, but one that is outside the scope of the LDD contract. Project management costs are not eligible to be sole sourced, so the entity must follow their normal procurement process and those costs would also need to be reflected in the project budget as a line item separate from grant administration.

## 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 Catalyst investments awarded within their region.

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.:

- “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 quarterly and annual training sessions provided by NBRC staff.

## LDD Contracts with Grantee

All **Catalyst** grantees are required to contract with a Local Development District (LDD) unless they are a state agency **or have requested and been granted an LDD waiver from the Northern Border Regional Commission prior to the submission of the Catalyst application.**

Documentation of the grant administration contract must be provided to NBRC as part of the documentation required to receive a Notice to Proceed.

**FEP** and **Timber for Transit** funded projects do not require a LDD to be utilized for grant administration. If grant administration assistance is needed, use of a LDD is required. As noted above, an executed LDD contract must be on file at NBRC, prior to the issuance of a Notice to Proceed. NBRC reserves the right to require a FEP or Timber for Transit project to contract with a LDD if it is determined the entity does not have the experience and/or capacity to self-administer their NBRC award. If a

LDD grant administration is a NBRC eligible cost within the amount of the NBRC award. The minimum allowed amount is 2% of the NBRC award and must be included in the project budget (SF-424cbw). 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. Payments 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.

If a grantee is granted an LDD waiver under Catalyst or if an awardee under FEP or Timber for Transit self-administer, they are held to 2% of the NBRC award and cost of same must be included in the project budget.

## Scope of LDD Contract

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

- **Quarterly & Yearly Reporting:** Ensure that the grantee files all quarterly and annual reports on time, and with enough information to provide a meaningful outline of the project's status.
- **Reimbursement Requests:** Provide guidance to grantees on submitting reimbursement requests, while ensuring that reimbursement requests are accurate, within approved budget, and contain all the necessary documentation to provide evidence of NBRC requested funds as well as expended match.
- **Final Reporting:** Ensure that the grantee submits all required closeout materials once the project is complete.
- **General Assistance:** Be available to provide guidance to the grantee with other issues such as their responsibilities regarding procurement of goods and services, and contractors. Have a general knowledge base about federal grant programs, specifically NBRC.

**NOTE:** LDDs are not expected to conduct bid processes and assess bid documents for completion, interview potential consultants, or undertake other procurement processes. LDDs are not expected to revise programmatic budgets or perform additional services beyond those reflected in the grant administration contract.

If a grantee wishes to engage the LDD in processes outside the scope of the LDD grant administration contract, they may do so, but will need to utilize their match/cost share funds to cover those costs. If the grantee wishes to use NBRC funds for project management, they will need to follow their normal procurement processes as project management is not allowed to be sole sourced. Project management costs should also be reflected as a separate line item and cost within the project budget.

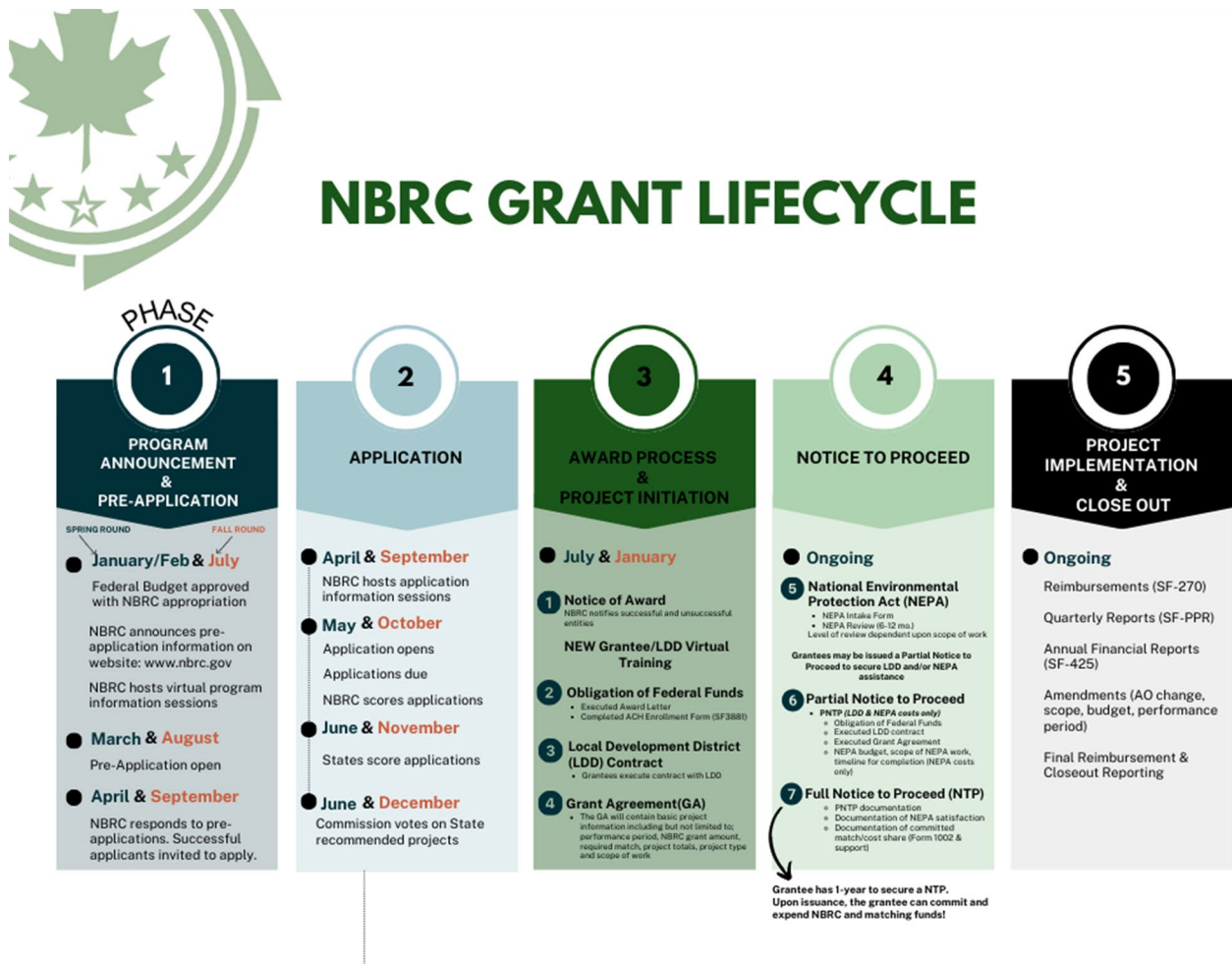


# Award Process and Project Initiation

## Timing of Awards and Project Initiation

All NBRC grant programs will make available two rounds of funding in Spring and Fall. Spring round applications are due in May with awards announced in June. Fall applications are due in October with awards in December. Figure 2 below provides a general overview of the grant lifecycle.

Figure 2: NBRC Grant Lifecycle



# 1

## Notice of Award

NBRC notifies all successful entities of their award, including the amount of the award in June for spring applicants and December for fall applicants.

Once awards are made, NBRC works with grantees to submit any missing application support documents or documents that need to be corrected (i.e., revised project budget to reflect reduced award).

**Reminder: A notice of award is not approval to expend funds. A Partial or Full Notice to Proceed (Step 6 & 7) must be issued to commit (i.e., execute a contract for services) or expend both NBRC funds and match/cost share funds.**

# 2

## Obligation of Federal Funds

As with any federal program, 'obligating' funds is important. **Why?** Because without specifically allocating the funds to a project/entity, those funds are not dedicated to any source and are available for use, potentially in other areas of the government.

To obligate funds to a specific project, the Authorized Official must acknowledge the award by executing the notice of award letter and by providing financial information for the grantee organization. Once returned, NBRC takes the steps necessary to obligate funds for your project.

**The following documentation is required to obligate funds:**

- Executed Notice of Award Letter (Step 1)
- Completed SF3881 Automated Clearing House (ACH) Enrollment Form

After funds have been obligated you may begin discussions with your LDD on the terms of your LDD contract for grant administration\*, however you **may not** incur any expenses related to this contract until you receive either a Partial Notice to Proceed or a Full Notice to Proceed. Please see the Role of the Local Development Districts (LDD) and Notice to Proceed section of this manual for more information.

\*LDD grant administration contracted services are the only cost NBRC allows to be eligible back to date of obligation. All other project costs require authorization from NBRC under either a PNTP or NTP (Step 6 & 7).

**Reminder: The obligation of federal funds is not approval to expend funds. A Partial or Full Notice to Proceed (Step 6 & 7) must be issued to commit (i.e., execute a contract for services) or expend both NBRC funds and match/cost share funds.**

## 3

### Local Development District (LDD) Contract

An executed LDD contract (if applicable) is part of the documentation required to be submitted to receive a Notice to Proceed. All Catalyst grantees are required to contract with an LDD unless they applied for and were approved for a waiver in advance of the submission of their application for funding, are a regional planning/development agency or are an agency of State Government.

**There will be no third-party grant administration for NBRC grants.** NBRC is directed by Congress to build the capacity of its Local Development Districts. These entities are available to grantees for administrative assistance. It is NBRC's policy to sole source work to the LDDs to meet its legislative mandate to, "enhance the capacity of, and provide support for, local development districts in its region." State agencies and entities who have received an LDD waiver for their project, from NBRC, are exempt from this administration requirement.

If a grantee requires LDD assistance early in the project, a Partial Notice to Proceed (up to 1% of LDD formula) can be requested. The authorization date of the PNTP for LDD assistance will be the date of the obligation of funds. A PNTP can be requested by contacting NBRC via our [admin@nbrc.gov](mailto:admin@nbrc.gov). See Step 6, Partial Notice to Proceed for additional information.

## 4

### Grant Agreement

Once all required application support documents have been obtained, NBRC issues Grant Agreements for projects. The following must be completed to issue a grant agreement:

- Obligation of Federal Funds (Step 2)
- Executed LDD Contract (Step 3)

The grant agreement will contain basic project information as outlined in Figure 3. below and all applicable grant provisions.

Figure 3: Annotated Grant Agreement



**Grant Agreement  
Between  
Northern Border Regional Commission (NBRC)  
And**

**Grantee Name**

---

**August 15, 2024**

**NBRC Grant Agreement Number: NBRC24G** This # must be included in all documentation and emails to NBRC and the State Program Team

<p><b>Grantee/Recipient:</b></p> <p>Contact Information for grantees Authorized Official (AO)*</p> <p><i>*The AO signs binding documents and any changes must be reported to <a href="mailto:admin@nbrc.gov">admin@nbrc.gov</a> along with a contract amendment form, key contact form, and authorizing resolution</i></p>	<p><b>Grantor:</b></p> <p>Northern Border Regional Commission</p> <p>Contact: Andrea K. Smith, Program Director</p> <p>53 Pleasant Street, Suite 1501, Concord, NH 03301</p> <p>603-369-3001</p> <p><a href="mailto:admin@nbrc.gov">admin@nbrc.gov</a></p> <p><a href="http://www.nbrc.gov">www.nbrc.gov</a></p>
<p><b>Co-Applicant:</b>    <i>If Applicable</i></p>	
<p><b>Contact:</b></p>	
<p><small>State Program Manager contact information</small></p> <p>State Contact: Charlotte Mace, Director of Business Development, DECD</p>	<p><a href="tel:207-624-7448">207-624-7448</a></p> <p><a href="mailto:charlotte.mace@maine.gov">charlotte.mace@maine.gov</a></p>

Figure 3: Annotated Grant Agreement *Continued*

Grantee's Employer Identification Number (EIN):	
Grantee's UEI Number:	ID # required for reimbursement
Date of Award:	August 15, 2024
Date of Amendment:	N/A Any changes to scope, budget, timeline, or AO must be reported to admin@nbrc.gov
Amendment Description:	N/A
Total Project Amount:	\$ NBRC award amount + required match
Amount of Federal NBRC Funds Awarded:	\$ Total NBRC award amount. This amount cannot be increased for any reason.
Match/Cost Share:	\$ Amount of other funds that must be documented during the project period
Reimbursement Rate:	% Ratio of NBRC funds to matching funds as determined by project location and annual distress criteria
CFDA Number and Name:	#90.601 /Catalyst Grant Program
Project Description:	Project summary of grantee application and workplan
Approved Indirect Cost Rate:	N/A This is the approved rate agreed upon by the grantee and their Federal Cognizant agency
Period of Performance:	August 1, 2024 – September 30, 2027 3-year performance period
Project Scope:	As provided in the 2024 Catalyst Program application submitted on or before June 21, 2024.

→ The performance period is not the date from which grantees can begin to expend funds. The commitment and expenditure of project funds (both NBRC and match/cost share) funds is not allowed until the project is issued a **Notice to Proceed**. It is the date of the Notice to Proceed from which NBRC and match/cost share can be committed and/or expended.

### Other items covered in the Grant Agreement:

- Budget: Line items of expenditures. These line items may not be changed by the recipient without prior written approval by NBRC (2 CFR 200.308). Please refer to “Project Changes” section for more information on budget changes.
- Construction: The contract will state if the project is Construction or non-Construction. This is important because there are additional reporting requirements for construction projects.
- Real Estate and/or Equipment: The contract will state if the project consists 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 Local Development District (LDD) administration) must be obtained through federal procurement procedures.

## 5 National Environmental Protection Act (NEPA)

### What is NEPA?

Enacted in 1970, the National Environmental Policy Act (NEPA) is a law that requires federal agencies to consider the environmental impacts of their actions and decisions before they act. NEPA does not require that the action with the least environmental impact is taken, but that the consideration of potential environmental impacts be part of agency decision-making prior to the issuance of a Notice to Proceed.

To analyze potential environmental impacts and expedite the NEPA process, NBRC will:

- Work with our environmental consultant to review the NEPA intake form you, which will allow us to determine what level of NEPA review is needed;
- Notify you, the grantee, of what NEPA documentation needs to be completed and submitted to NBRC;
- In instances where you are completing NEPA requirements for another federal funder, NBRC will analyze that funder’s findings and determine whether we are able to adopt their findings.

Depending on the level of NEPA analysis required (see below), the NEPA process may take longer than the other required approvals needed to receive a Notice to Proceed. Contact NBRC if a determination is made that your project requires a higher level of environmental review than was initially anticipated, so we can work with you to adjust your project budget and/or

timeline to cover NEPA related activity. NBRC can also issue a Partial Notice to Proceed to cover costs related to completing NEPA. See the Partial Notice to Proceed section of this manual for additional guidance.

### Levels of NEPA Analysis

**Categorical Exclusion (CATEX):** A category of actions that is predetermined to not individually or cumulatively have a significant effect on the human environment (i.e., planning only, workforce training programs)

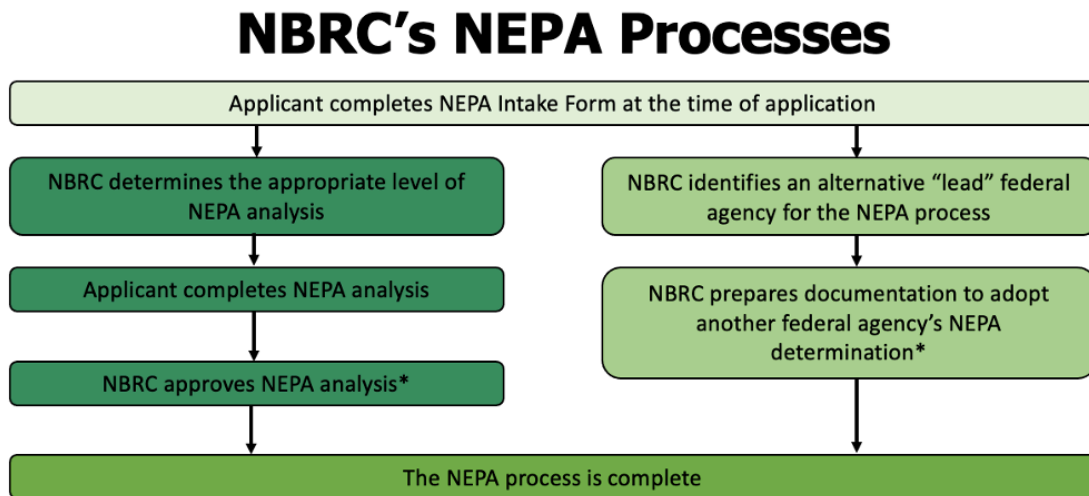
- Typically for maintenance, repair or renovation and non-construction activities
- Brief review, no public comment period unless another federal requirement is triggered
- Typically completed in < 6 months.

**Environmental Assessment (EA):** Prepared when an action may or may not cause significant impacts

- Typically for new construction activities
- More robust review, typically ranging from 6 – 12+ months, includes a 30-day public comment period.

**Environmental Impact Statement (EIS):** Prepared when an action is expected to cause a significant impact on the human environment

Figure 4: NBRC NEPA Process



\*A public comment period may be required after this step

### NEPA Resources

- NBRC Website, NBRC Staff and Contractors, The Clark Group

- **Local Development Districts**  
Some LDD partners are familiar with completing NEPA (whether or a prior NBRC award or through other federal funders). If an LDD can assist a grantee with completion of NEPA, this is an eligible NBRC cost and is separate from the 2% grant administration allowance. If a grantee needs assistance with completing NEPA and access to NBRC grant funds to complete NEPA, they should consider requesting a Partial Notice to Proceed (PNTP) to cover NEPA related costs as well as LDD grant administration assistance.
- **Contractors**  
In some instances, it may make sense for an applicant to work with a contractor with NEPA experience to support the development of NEPA documents.
- **State Historic Preservation Offices**  
Contact information for these offices is provided within the Appendix of this manual.

## 6 Partial Notice to Proceed

**Reminder: The date of a Partial Notice to Proceed is very important!**

**All grantees must receive a Partial or Full Notice to Proceed before they can commit or expend any NBRC funds or match and cost share funds that are part of the NBRC funded project.**

A Partial Notice to Proceed (PNTP) can be utilized to cover the following expenses that may be incurred prior to a Full Notice to Proceed is issued:

- LDD assistance (up to 1% of formula)
- Tasks associated to complete NEPA including environmental consultants as approved by NBRC (scope, budget, timeline)

The following items **MUST** be in place for a **Partial Notice to Proceed** to be issued.

- Obligation of Federal Funds (Step 2)
- Executed LDD Contract (Step 3) (if applicable)
- Fully executed Grant Agreement (Step 4)
- Budget, scope of work to be completed, & timeline for completion (Includes NEPA and all other assistance)

The PNTP will include a clear budget and provide authorization language of the activities and funds covered by the PNTP.

Projects requiring a Notice of Federal Interest as required per [45 CFR 1303.46](#) may incur costs as authorized in the PNTP and are eligible to be reimbursed before the NFI is recorded. Once



the project receives a Full Notice to Proceed, recordation of the NFI must occur when property is purchased or when construction or renovation begins. A copy of the notarized NFI and proof of recordation must be provided to NBRC before a reimbursement of funds will be authorized under the Full Notice to Proceed. Fees charted for recording or modifying the NFI may be charged to the grant. See Appendix J for more information.

**No reimbursements** will be processed for work conducted prior to receiving a Partial or Full Notice to Proceed. In addition, any match/cost share funds committed (i.e., executed contracts for service) or expended prior to the issuance of a Partial or Full Notice to Proceed will NOT be eligible.

If a grantee requires a Partial Notice to Proceed for some project activity other than LDD assistance and/or completion of NEPA, such as to cover a down payment on property acquisition, please contact NBRC for guidance via [admin@nbrc.gov](mailto:admin@nbrc.gov).



## Full Notice to Proceed

**Reminder: The date of a Full Notice to Proceed is important! A Full Notice to Proceed (NTP) authorizes the grantee to commit and expend funds for all project related activities.**

The following items MUST be in place before a *Full* Notice to Proceed will be issued.

- Obligation of Federal Funds (Step 2)
- Executed LDD Contract (Step 3)
- Fully executed Grant Agreement (Step 4)
- Documentation of satisfactory completion of National Environmental Policy Act (NEPA) (Step 5)
- NBRC Form 1002: Documentation of committed match/cost share. The amount of match and cost share listed in the grant agreement must be committed (using NBRC Form 1002) listing the sources and amount of funding from each source. Committed match/cost share documentation must be provided.

### Securing Match/Cost Share

The amount of match and cost share is identified within the executed grant agreement for the project in alignment with the SF424cbw (project budget) on file.

Documentation of committed match and cost share (NBRC Form 1002) together with letters of commitment from match and cost share sources must be submitted to NBRC.

- **Grantee provided 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 grant agreement. **Please note:** 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, and 3. the indirect cost rate that will be used, consistent with the grant agreement (if applicable).

- **Municipal lending:** Requires proof of authorization to spend. This may be different for different states, but may take the form of city council approval, a Town or City manager who 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, this may mean that a Notice to Proceed is not issued until after that time - meaning that no part of the scope can be completed 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 Services:** Provide a written plan of how the volunteer in-kind donation will be calculated. The volunteer rate may be used as match and should be consistent with the national average, Current value of Volunteer Time 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 rate calculated at the time of the grant agreement. The indirect cost rate identified in the grant agreement will be the rate for the performance period of the project. While the national rates may fluctuate, it is not feasible to renegotiate these rates during the project period.

- **Municipal Force Accounts:** These types of accounts may be used. Recipients must document that they have the staff and 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. Both staff salaries, and cost of mobilization and fees for vehicles may be counted as match when those costs are appropriately documented.

- **Land or other donated real property or equipment:** **NOTE: land transfers may not take place until after the Notice to Proceed has been issued.** A Letter of Intent from the current property owner will suffice and should include: (1) commitment to provide the land to the project; (2) the sale and 'appraised' value of the land; (3) anticipated date of transaction; and (4) identification of the property.

The donation of land or other real property requires a certified commercial appraisal. A municipal assessment is not an appraisal. The certified commercial appraisal of the land and/or real property must not be older than 18 months. Even if the property is being

donated, a certified commercial appraisal is required. An appraisal of the property must have been completed within the past 18 months, and a copy of same provided to NBRC as part of the documentation required for the project to be issued a Notice to Proceed. NOTE: A municipal assessment is NOT an appraisal.

- **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) description of the equipment.

Cost sharing or matching requirements may be met by other Federal grants where authorized for up to 80% of the total project cost, so as not to exceed the maximum federal contribution allowed as outlined in *40 U.S.C. Subtitle V §15506: Supplements to Federal grant programs* [40 USC 15506](#).

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. NBRC has opted to regard program income through the deductive method as outlined in 2 CFR 200.307(e)(1).

Program income as defined in [2 CFR 200.80](#), means gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award during the period of performance. Grant-related income shall include, but not be limited, income from service fees, sales of commodities, or usage or rental fees. All grant-related income shall be reported to NBRC in the progress and final reports required by the Grant Agreement. If program income is earned as a result of expenditures, it must be spent on allowable eligible costs of the project. Under the award, program income shall be added to funds committed to the project by NBRC and recipient and used to further eligible project activities or deducted from the total project or program allowable cost in determining the net costs on which the federal share of costs is based. As outlined in [2 CFR 200.307\(f\)](#) the recipient is not accountable for program income earned after the period of grant support unless NBRC requires otherwise.

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/cost share must be committed within 1 year following the award year.** For example, if you receive a 2024 Catalyst award in the Spring Round (June), all match/cost share necessary

to complete the project must be secured by July 1, 2025. For the Fall Round (December) match/cost share must be secured by January 1, 2026. **This date allows for extraordinary situations that may occur. The grantee should be communicating with all entities, the LDD, State Program Managers and NBRC staff so that this deadline is met. If this date cannot be met, the grantee must contact NBRC and the State Program Manager to discuss the challenges and determine a path forward.** If the project is not able to move forward, these funds can be transferred to alternate projects that are ready to move forward toward completion.

## Procurement

Procurement actions involve the purchase of goods and services needed to support the grant award. Government-wide regulations contained in 2 CFR 200 317-326 govern procurement actions. These regulations allow grantees to follow their own procurement procedures so long as they meet the minimum standards identified within 2 CFR 200.

**Made in America** laws are applicable to federal financial assistance (such as grants). In accordance with the policy of the United States Government, consistent with applicable law, use, terms and conditions of Federal financial assistance awards and federal procurements, recipients must maximize the use of goods, products, and materials produced in, and services offered, in the United States. Whenever possible, the recipient shall procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive. See the January 25, 2021 Executive Order on Ensuring the Future is Made in All of America by All of America's Workers and 2 CFR 184 for more information.

"Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to Federal financial assistance awards or Federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured goods offered in the United States. Made in America Laws include laws requiring domestic preference for maritime transport, including the Merchant Marine Act of 1920 (Public Law 66-261), also known as the Jones Act, and domestic content preference for infrastructure programs including the **Build America, Buy America Act (BABAA)** enacted on November 15, 2021 (E.O. 14005 "Ensuring the Future Is Made in All of America by All of America's Workers").

BABAA sets forth a domestic content procurement preference for infrastructure programs funded with Federal dollars. "Infrastructure" in the context of BABAA includes the structures,

Use this language in your RFP/RFQ to ensure compliance.

facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. The Buy America preference only applies to the iron and steel, manufactured products, and construction materials used for the infrastructure project under an award. This means manufacturing occurred in the United States. If a project is funded by multiple Federal entities, the entity representing the largest investment in the project is considered the “Cognizant Agency for Made in America” and should take responsibility for the coordination of any waivers produced. For additional details, updates and FAQs please click [here: Made in America Office \(MIAO\)](#).

NBRC can provide BABAA waivers to specific projects on a case-by-case basis with approval from the Made In America Office (MIAO) when:

- Applying the domestic content procurement preference would be inconsistent with the public interest (“public interest waiver”);
- The iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (“nonavailability waiver”);
- Inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (“unreasonable cost waiver”)

**Please see the Appendix of this manual and NBRC’s website for additional guidance on BABAA requirements and the waiver process.**

NBRC reserves the right to review the procurement procedures of the grantee at any time during the application review process or during performance of the grant in accordance with 2 CFR 200.324. Recipients must keep all procurement documents in their project file in the event the project is monitored and/or audited for programmatic compliance. Grantees funded with USDA dollars will be required to provide copies of procurement procedures during the performance of the grant.

**It is the responsibility of the grantee to review and understand these applicable procurement requirements. While Local Development Districts are available to assist with procurement; the grantee is responsible for ensuring that the process is conducted properly.**

## Code of Conduct

Grantees must have a written code of conduct that governs the behavior of their officers, employees, and agents who are involved in the selection, award, and administration of contracts. This code must, at a minimum, provide that these individuals refrain from

participating in such actions if they have a real or apparent conflict of interest. Grantees must disclose in writing any potential conflict of interest to NBRC's Program Director. (2 CFR 200.112). Such a conflict of interest would arise if the individual or any member of his or her immediate family has a financial or other interest in any firm considered for a contract. Further, these individuals must neither solicit nor accept anything of value from a prospective or incumbent contractor. Additional information about the code of conduct is contained in 2 CFR 200.318 (c).

## Solicitation

Grantees must ensure that all solicitations (invitations for bids/quotes and requests for proposals) contain a clear and accurate description of the product or service being procured, identify all requirements that the offeror must fulfill, and all factors that will be used in evaluating bids or proposals.

## Competition

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200.319. 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:

- Placing unreasonable requirements on firms for them to qualify to do business.
- Requiring unnecessary experience.
- Noncompetitive pricing practices between firms or between affiliated companies.
- Noncompetitive contracts to consultants that are on retainer contracts.
- Organizational conflicts of interest.
- 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
- Any arbitrary action in the procurement process.

The grantee 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, *although this does not preempt state licensing laws* and does not prohibit requirements that contractors must be able to perform in particular locations.

The grantee must ensure that all prequalified lists of persons, firms, or products used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.

## 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 allowed, to take the affirmative steps listed in numbers (1) through (5) of this section.

## Bonding

Northern Border Regional Commission has the minimum requirements as follows:

- 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.
- 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.
- 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 under 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.

## **Methods of Purchasing**

In accordance with 2 CFR 200.320, there are five methods that are permitted to be used in purchasing goods and services under a grant. If any policy or procedure applicable to the grantee under state or local law, or enforceable procedure, precludes, limits, or restricts the use of one or more of these methods, the grantee must follow the more stringent requirement.

### **Micro-purchases**

*Purchases by micro-purchase is the acquisition of supplies or services when the aggregate dollar value of the transaction does not exceed \$10,000 (pursuant to OMB Memorandum 18-18, 6/20/2018). If the grantee's own purchasing procedures establish a lower dollar limit than that established by the federal government, the lower limit must be followed. Micro-purchases may be awarded without soliciting competitive quotations if the grantee considers the price to be reasonable. Soliciting quotations from multiple sources should be considered best practice.*

### **Small Purchase Procedures**

Purchases under this procedure involve solicitation of an adequate number of qualified sources when the size of the transaction is not expected to exceed the federal government's "simplified acquisitions threshold" (currently \$250,000). Once again, if the grantee's own procurement procedures establish a lower threshold, the lower threshold must be followed. As noted above, the solicitation is expected to identify the features of the good or service being procured so that offers can be assessed based on their comparability. This method is almost exclusively used when there is a specific item, like equipment, that needs to be purchased.

### **Competitive Sealed Bids**

Through this procedure, bids publicly solicited through formal advertising and a firm fixed price contract is awarded to the lowest responsive and responsible bidder. This is the preferred method for construction, generally referred to as a Request for Proposal. For sealed bidding to be feasible, the following conditions should be present:

- A complete, adequate, and realistic specification or purchase description is available.
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price.
- If sealed bids are used, the following requirements apply:



- Bids must be solicited from an adequate number of known suppliers, providing them enough response time prior to the date set for opening the bids. For local, and tribal governments, the invitation for bids must be publicly advertised.
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services for the bidder to properly respond.
- 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.
- 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
- 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 consider re-bidding the project and expand the advertising area to capture a wider audience. If this still produces limited responsive bidders, the grantee may request authority from NBRC to award a contract on a sole source basis. If there were still no bidders, the grantee should consider breaking down the project into segments that would attract specific trades and contractors. In any case, the grantee should fully document their attempts to provide open competition. However, this procedure can present management and oversight challenges for the grantee and should only be used if no other solution is present.

## **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-payment 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:

- 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.
- Proposals must be solicited from an adequate number of qualified sources.
- The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

- The grantee 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:

- The item is available only from a single source. This is rare and must be documented.
- 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.
- The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- After solicitation of several 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.

### **Contract Award**

In addition to inclusion of clauses that define a sound complete and enforceable agreement, the grantee will ensure that the contract contains in text or adopts by reference the clauses contained in 2 CFR 200, Appendix II, which are expressly laid out in the recipient's grant agreement.

### **Contract Administration**

The grantee is responsible for exercising oversight to ensure that the contractor complies with the terms and conditions of the contract and delivers in accordance with the established schedule. Grantee oversight can include, but not be limited to, review of invoices and back-up documentation, conduct of site visits, and withholding of payment corrective action.

A retainage account may be set up to ensure the project is satisfactorily completed. The amount of retainage withheld must comply with the state laws where the project is located. A Retainage Agreement must be reached, and included in the contract, between the Grantee and the prime contractor to establish a procedure for holding the retained funds until all parties agree that the retainage may be released to the contractor upon satisfactory completion of the project. Retainage Account funds may be deposited into a mutually agreed upon financial institution, in a separate account. If deposited to an interest-bearing account, any accrued interest belongs to the contractor.

## Project Signage

NBRC does not require grantees who receive our funding to post a project sign, but it is strongly encouraged. If a sign is posted, it should be in a highly visible area identifying participation of NBRC and include NBRC's logo. A high-resolution logo can be requested from NBRC via [admin@nbrc.gov](mailto:admin@nbrc.gov).

# Property

Title to supplies, equipment, and real property acquired under a grant vest with the grantee that purchased it. However, NBRC retains a residual financial interest in grant acquired property under certain circumstances.

## Types of Property

Federal regulations contained in 2 CFR 200 address the treatment of real property, equipment, supplies, and intangible property (such as copyrights and patents) purchased with grant funds. However, because of the activities financed by NBRC grants, most of its grantees will deal primarily with equipment and real property.

## Equipment

For grant budgeting purposes, equipment is defined as items of tangible property having a useful life of more than one year and a unit acquisition cost exceeding \$5,000. In accordance with federal cost principles at 2 CFR 200.439, purchase of such items requires NBRC prior approval, which will generally be provided as part of the approval of the grant award budget. 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. Requirements of equipment management are contained in 2 CFR 200.313 (d) and include property records containing specific data elements; a periodic inventory every two years; control procedures to prevent loss, damage, or theft; maintenance procedures to keep the equipment in good working

condition; and disposition procedures that provide for competition and will result in the highest possible return. These disposition procedures are outlined in 2 CFR 200.313 and involve seeking NBRC instructions.

The procedures include the need to determine the fair market value of any equipment that will be disposed. One method of such a calculation is the construction of a depreciation schedule that reduces the value on a straight-line basis over the useful life of the equipment. Other reasonable methods of determining fair market value may also be used, such as reliance of catalog prices or classified advertising. Items of equipment with a per unit fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to NBRC.

The grantee in some situations may provide NBRC with their inventory number if appropriate. At project closeout, the grantee shall create a depreciation schedule for the equipment that has been purchased if its fair market value exceeds \$5,000. The grantee shall also provide NBRC with a list of the equipment and identifiable info, such as photos, serial #s, etc.. Equipment shall contain a 'conditional title' 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.

*E.g., A commercial grade lathe is purchased 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.*

Grantees are required to be prudent in the management of equipment acquired and/or improved with Federal funds. Grantees are also responsible for replacing or repairing property which is willfully or negligently lost, stolen, damaged or destroyed. Upon acquisition or improvement of equipment purchased with NBRC funds, the grantee must, at a minimum, provide for the same level of insurance coverage as it maintains for other personal property it owns. If it does not own other personal property, adequate to cover the dollar amount of the Federal investment, as required by 2 CFR 200.310.

Insurance is required for the equipment, as would customarily be warranted, to protect the interest of the grantee. Equipment is required to be inventoried every two years. NBRC tracks this through grantee provided documentation: Standard Form 428-S. see Appendix E.

## 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, and appurtenances thereto, but excludes movable machinery and equipment.

The donation of land or other real property requires a certified commercial appraisal. A municipal assessment is not an appraisal. The certified commercial appraisal of the land and/or real property must not be older than 18 months. Even if the property is being donated, a certified commercial appraisal is required. An appraisal of the property must have been completed within the past 18 months, and a copy of same provided to NBRC as part of the documentation required for the project to be issued a Notice to Proceed. NOTE: A municipal assessment is NOT an appraisal.

Like equipment, real property must be used for its originally authorized purpose as long as needed for that purpose, during which time the grantee must not dispose of or encumber its title or other interests. Title to real property improved or acquired, equipment, and supplies acquired by the recipient using funds from this agreement vests with the recipient.

To protect the federal interest, when the NBRC investment is for the acquisition of real property a Notice of Federal interest is always required to be filed in the appropriate official records of the jurisdiction where the property is located. When the NBRC investment in real property is for improvements, rehabilitation, construction, etc. and said investment is \$250,000 or greater, a Notice of Federal Interest is also required to be filed in the appropriate official records of the jurisdiction where the property is located. Documenting the interest will alert others of the federal interest, however the federal interest exists even if NBRC's contribution is less than \$250,000. Property must be used for the originally authorized purpose as long as needed for that purpose, during which time the grantee must not dispose of or encumber its title or the federal interest. The federal interest can be subordinated to the rights of a lender or other third party only with NBRC approval. A subordination agreement must be in writing and preserve the notice of federal interest and the grantee's obligation for its federal share.

The NFI must be recorded and provided to NBRC before requesting a reimbursement of funds under the award. If the project has been issued a Partial Notice to Proceed specific to completion of NEPA and/or Local Development District (LDD) assistance, those authorized costs are eligible to be reimbursed before the NFI is recorded. Once the project receives a Full Notice to Proceed, recordation of the NFI must occur when property is purchased or when construction or renovation begins. A copy of the notarized NFI and proof of recordation must be provided to NBRC before a reimbursement of funds will be authorized under the Full Notice to Proceed. Fees charted for recording or modifying the NFI may be charged to the grant.

The Commission's use of a Notice of Federal Interest (NFI) is a condition to grant funds that protects taxpayer investments in projects involving infrastructure and equipment. The NFI ensures that the use of public funds continue to benefit taxpayers in the ways that were intended, based on the purpose for which the grant was initially awarded. The Commission

views an NFI as acting more like a covenant than a lien, as it is not intended to secure the repayment of a debt. Rather, the recipient acknowledges that it holds title to the property in trust for the duration of the federal interest period and agrees, among other commitments, that if there are changes to a project for which funds were awarded or if property or equipment is sold or disposed of, in a manner inconsistent with the purpose of the award the recipient will repay the government the depreciated amount of its original investment. The Commission typically requires a 20-year NFI but can opt to shorten this period at its discretion.

Grantees are required to be prudent in the management of property acquired and/or improved with Federal funds. Grantees are also responsible for replacing or repairing property which is willfully or negligently damaged or destroyed. Upon acquisition of real property or completion of the construction or renovation, the grantee must, at a minimum, provide for the same level of insurance coverage as it maintains for other property it owns; or, if it does not own property, adequate to cover the dollar amount of the Federal investment, as required by 2 CFR 200.310.

### **Real property monitoring**

The uniform standards require grantees to submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies. Consistent with the requirements, NBRC currently requires grantees to submit the Real Property Status Report SF-429 in which there is a federal interest, at time of project closeout.

A grantee is required to report as required under 2 CFR 200.330. NBRC may require the grantee to report throughout the period of federal interest and reserves the right to conduct an annual inventory of real property.

Upon completion of the construction or renovation, the grantee must, at a minimum, provide for the same level of insurance coverage as it maintains for other property it owns; or, if it does not own property, adequate to cover the dollar amount of the Federal investment, as required by 2 CFR 200.310.

Appendix J of this manual provides an example of language for the NFI.

# Reporting

## Quarterly Reports

**Every recipient is required to provide quarterly reports, regardless of whether any project activity has occurred or any requests for reimbursement have been made.**

Reports must be sent to [admin@nbrc.gov](mailto:admin@nbrc.gov) with the Grant Agreement number in the subject line of the email. Please do not include any other forms when submitting your quarterly reports. ***These are not an optional task for grantees.*** If a grantee has not submitted their required reports, reimbursements will not be processed until the outstanding reports have been filed and the grant is back in programmatic compliance.

The **Performance Progress Report Standard Form-PPR(SF-PR)** must be used for quarterly report submissions. The performance narrative must include but is not limited to the following:

### 1. Project Status:

*Planned:* defined as projects that have NOT yet received a Notice to Proceed. All activities prior to receiving a NTP should be reported on, including NEPA review process, design and permitting. Projects that have received a Partial Notice to Proceed should classify the project as Planned and report on activities permitted as part of the Notice to Proceed.

*In-progress:* defined as projects that have received a Notice to Proceed and are actively implementing the project work plan.

*Completed:* defined as projects that have finished the implementation of a project work plan and are in the final stages of completing reporting, reimbursement requests, and closeout activities. All activities after the closeout process will be defined as completed and may include filing of applicable Notice of Federal Interest or 3-year post award reporting.

### 2. Description of Project Activities:

The description should include a summary of progress on tasks in the work plan including the status of tasks (not started, in progress/on schedule, not on schedule, completed).

If a task is complete, include a description of the outcomes and explain any differences between expected and achieved outcomes.

If there has not been any activity this quarter, explain why no progress has been made and any expected impacts to the project timeline.

Forms, templates, and tutorials are available on NBRC's website

### 3. Challenges and/or Successes:

This reporting element should include a description of current or potential roadblocks to future progress if applicable. Include any expected impacts to the project schedule.

Similarly, if applicable, this reporting element should include a description of strategies (e.g. techniques, partnerships, community engagement) used to achieve successful project milestones or overcome challenges experienced in the project.

### 4. Press or media links:

Please share links to any articles or public announcements about the project during this reporting period.

Please see Appendix C of this manual for a sample SFPPR. Additional PPR guidance, including a video tutorial can be found on the Resources tab of NBRC’s website.

**For all awards**, reports are due along the following schedule, from date of award year through project closeout. **Reports are required to be submitted even if there has been no project activity:**

Quarter	Reporting Period	Report Due
Q1	October 1 - December 31	January 30
Q2	January 1 - March 31	April 30
Q3	April 1 – June 30	July 30
Q4	July 1 - September 30	October 30*

**\*SF-425 Annual Federal Financial Report due**

For Spring 2024 grantees, the first required quarterly progress report will be due September 30, 2024, for the period June 1 – August 30, 2024. The first annual financial report (SF425) will be due October 30, 2024, for the period October 1, 2023-September 30, 2024.

For Fall 2024 grantees, the first required quarterly progress report will be due April 30, 2025, for the period January 1 – March 31, 2025. The first annual financial report (SF425) will be due October 30, 2025, for the period October 1, 2024-September 30, 2025.

**Report due dates for USDA grantees are on an adjusted schedule.** USDA awardees should refer to Appendix A for reporting requirements.

**NOTE: Requests for amendments, including project extensions, should not be made utilizing the quarterly report.** Project amendments must be made as outlined in the Changes to a Project section of this manual, and Appendix G of this manual for the amendment checklist. **Requests for reimbursement should be submitted to NBRC separate from the submission of a quarterly report.**



## Financial Reports

Financial reports *are NOT* requests for reimbursement. They are reports on the financial status of the project using Standard Form 425. Please do not include any other forms when submitting your SF425. **These reports are due annually and again at project closeout, regardless of the amount of work that has been completed.** For all NBRC grantees, the financial report is due on October 30<sup>th</sup> for each federal fiscal year (October 1 to September 30) and 45 days after the close of the project - even if the closeout of the project takes place only a month or two after the October 30<sup>th</sup> date. Please see Appendix D for a sample SF425.

## Closeout Reporting

Closeout documents are required to be emailed to [admin@nbrc.gov](mailto:admin@nbrc.gov) within 90 days after completion of the project (which may occur anytime during the performance period) or within 90 days from the end of the performance period, whichever is sooner. There are several items required for project closeout and all forms can be found at [www.nbrc.gov](http://www.nbrc.gov). Figure 5 below provides a list of forms and helpful hints for completion.

Figure 5: Required Closeout Documentation

Form	Description	Details
<b>SF-270</b>	<b>Final</b> Reimbursement Request	<ul style="list-style-type: none"> <li>• Ensure Total program outlay and federal share are consistent with grant agreement and budget</li> <li>• Check FINAL in box 1.b</li> <li>• Any remaining funds may be de-obligated from the project</li> </ul>
<b>SF-PPR</b>	<b>Final</b> Performance Report	<ul style="list-style-type: none"> <li>• Ensure all quarterly reports have been submitted to date</li> <li>• Provide a summary of the ENTIRE project from notice to proceed to completion</li> </ul>
<b>SF-425</b>	<b>Final</b> Federal Financial Report	<ul style="list-style-type: none"> <li>• Provide a financial summary of the ENTIRE project from notice to proceed to completion</li> <li>• Project total should include last reimbursement request amount</li> </ul>
<b>GPRA</b>	Performance Measures	<ul style="list-style-type: none"> <li>• Final report on performance measures and outcomes at the close of the project and again 3 years after project closeout.</li> <li>• Reference your original workplan</li> </ul>
<b>SF-428S</b> (if applicable)	Equipment Inventory	<ul style="list-style-type: none"> <li>• Only required if equipment purchased over \$5k.</li> <li>• Depreciation schedule(spreadsheet) required for EACH item.</li> </ul>
<b>SF-429A</b> (if applicable)	Real Property	<ul style="list-style-type: none"> <li>• Document real property purchased with Notice of Federal Interest.</li> <li>• Provide leases if applicable.</li> </ul>
<b>Deliverables*</b>	Project Photos, Reports, Service Maps, Final Products	<ul style="list-style-type: none"> <li>• 3-5 photos of final project OR;</li> <li>• Reports/Service Maps/Blogs/Final products</li> </ul>

		<ul style="list-style-type: none"> <li>• Broadband projects must complete a NTIA questionnaire</li> <li>• A photo release should also be filed with NBRC, a sample of which is found in Appendix L.</li> </ul>
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\*Broadband related projects will be required to complete a data questionnaire in accordance with requirements from the National Telecommunications Administration (NTIA). The questionnaire will be provided to you and must be completed and submitted at closeout along with a broadband service map.

## Reimbursements

### Timing of Reimbursements

Grantees (except for those funded through partnership with USDA\*) may submit requests for reimbursement on their own schedule following these basic rules:

- **Period Covered by the Request (Box 8 of the SF270):** All time periods from the start of the project to closeout must be accounted for and not overlap. If this is your first request, the start date should match your Notice to Proceed date. No expenses incurred, or invoices submitted that reflect dates prior to the Notice to Proceed date are eligible to be reimbursed by NBRC.
- **No Overlapping Time Periods:** For example, do not submit a request for reimbursement from February 1 - March 31 for one amount, and another request for reimbursement from March 1 - April 30. It is the grantee's responsibility to ensure that their records are kept in such a manner that they can appropriately document their costs when funds are needed for the month.
- **No Skipped Time Periods:** For example, if a previous request period ended March 31, your next reimbursement request should begin on April 1.
- **Monthly Dates for Request Period:** Requests for reimbursements should reflect complete months in Box 8 of the SF270. Do not submit a request for reimbursement for April 5 to April 28 and then another for April 29 to May 15. An appropriate request period for this example would be April 1-May 31.

**Projects receiving USDA funds are encouraged to review Appendix A for additional information on timing of requests for reimbursements and other USDA specific compliance.**

Forms, templates, and tutorials are available on NBRC's website

## Documentation for Requests for Reimbursements

Grantee must provide supporting documentation for **both** NBRC requested funds as well as expended match and cost share. Documentation includes anything that is necessary to demonstrate that the funds were spent; costs were incurred, and work was completed. **All supporting documentation must reflect dates that fall within the "period of request" as noted in Box 8 of the SF270.**

Reimbursement requests submitted with supporting documentation (invoices, receipts, payroll records, etc.) of 40 pages or less are highly encouraged to submit a reimbursement request Reimbursement Support Document Summary Sheet. Grantees may use NBRC's template or submit their own. Including a summary sheet with your reimbursement request enables our team to process your request more efficiently. A summary sheet is required when reimbursement request supporting documentation exceeds 40 pages in length. NBRC reserves the right to request a supporting document summary sheet for any amount of supporting documentation.

There may be a wide variety of ways to demonstrate costs for NBRC requested funds and match funds. 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 salaries and/or benefits.
- Sign in sheet for volunteers with attached math demonstrating hours volunteered and the process used to arrive at match amount.
- Invoices from selected contractors and/or purchases. *\*An estimate is not an invoice.*

### Supporting documentation should demonstrate the following:

- Dates of the expense fall within the request period (Box 8 of the SF270). Upon review, if documentation is submitted that falls outside of the request period, you may be asked to remove it from the request.
- All costs must be eligible expenses, in alignment with the project's most up-to-date budget (SF424cbw)

### NOTES:

- None of the documentation to demonstrate work completed should be created for the express purpose of meeting any NBRC requirements. All documentation should be standard record-keeping that the grantee conducts on a regular basis following best practices and accounting of their work.
- Travel costs: Consistent with 2 CFR §200.475, travel costs are expenses for transportation, lodging, and related items incurred by employees of the grantee who

are specifically identified as having a role in the project according to the project's budget (SF424cbw). NBRC grantees may charge on a per diem basis that is applied to an entire trip and not to selected days of the trip and in accordance with the entity's written travel reimbursement policies. Travel costs of these officials are allowable when included within the grantee's SF424cbw, when the costs are reasonable and consistent with the grantee's travel policy and must be specifically related to the federal award. Out of state travel and/or commercial air travel are allowable costs when specifically related to the NBRC award. NBRC reserves the right to request a grantee's travel policy for consistency. NBRC also reserves the right to deem costs ineligible for NBRC reimbursement and/or match/cost share if the costs are unnecessary or excessive in nature, are inconsistent with the grantee's travel policy, and/or are not clearly related to the individual's role in the award or the intended outcomes of the project.

- Meals (including food and beverage costs): NBRC will **only** cover the cost of food and beverages when being purchased by the grantee for the express purpose of hosting a conference or forum held in support of the project. These costs must be clearly outlined in the project budget (SF424cbw).
- The cost of meals (including food and beverage) when incurred by employees or officers of the grantee as part of their travel, are not eligible to be reimbursed by NBRC. When these costs are included as part of a per diem rate under the grantee's travel policy, and the participation of the individual is necessary to the federal award, those costs can be counted toward a grantee meeting the required match/cost share of the NBRC award. NBRC reserves the right to request a grantee's travel policy for consistency. If the grantee does not have a written travel policy, NBRC will defer to GSA statute and their per diem for meals. NBRC also reserves the right to deem these costs ineligible as match/cost share if they are inconsistent with the grantee's travel policy or GSA statute, are unnecessary or excessive in nature, and/or are not clearly related to the individual's role in the award or the intended outcomes of the project.
- The costs of alcoholic beverages, or tips associated with the purchase of food or beverages, are ineligible to be reimbursed by NBRC and are also ineligible to be utilized as match/cost share to the NBRC award.
- Indirect costs. Must be reflected within the SF424cbw. Documentation of indirect cost rates must be provided at time of reimbursement whether the grantee is seeking reimbursement of NBRC funds for those costs or utilizing them to meet the match/cost share requirement of the NBRC award. When a grantee is documenting indirect costs within a reimbursement request, a Certification of Indirect (F&A) Costs, executed by the project's Authorized Official, must accompany the SF270 (request for reimbursement). See Appendix I of this manual for certification guidance and a sample template.

- If a grantee does not have the appropriate documentation to support the request for NBRC reimbursement in alignment with their Grant Agreement, NBRC will require their reimbursement to be adjusted. If match/cost share cannot be documented at time of request, the reimbursement will not be processed.

## Completing the SF270

Requests for reimbursement are required to be made using the SF270 Request for Reimbursement form. Please refer to Appendix B and the below example for assistance in completing the SF270 accurately:

### Step by Step SF270 Instructions by Box Number (example below):

- 1a. Always check “Reimbursement” as NBRC does not advance funds.
- 1b. Always check “Partial”, unless it is your final request, in which you would check “Final”.
2. Leave blank.
3. This should read Northern Border Regional Commission or NBRC.
4. This is your NBRC project number e.g., NBRC22GVT13.
5. This is your request number. For the first request, put 1, the second request, 2, and so on.
8. FROM box: Request #1 will be the Notice to Proceed date. Every subsequent request will begin on the 1<sup>st</sup> of the month following the end of the last request. No gaps in time are allowed between requests. E.g., If your last request period ended on 5/31/2024, then this box should read 6/1/2024.
8. TO box: This date should reflect the end of a month.
9. Grantee information as per the ACH on file.
10. Payee information if different than the grantee information.
11. Use columns (a), (b), and (c) to separate out types of costs, if it's helpful, but it is not necessary. Final amounts should be reflected in “TOTAL” column.

### In “TOTAL” column with examples using Project X:

- 11a. Total project costs thus far (columns a + b + c). E.g., \$150,000
- 11b. You should never have program income unless it is documented in your grant agreement.
- 11c. Equal to line 11a. E.g., \$150,000
- 11d. This should always be \$0, as NBRC does not advance funds. E.g., \$0
- 11e. This is the total project costs thus far, equal to line c. E.g., \$150,000
- 11f. This is the **cumulative** amount of expended match funds. E.g., \$75,000
- 11g. This is the **cumulative** amount of NBRC funds requested (line e – line f). E.g., \$75,000
- 11h. Total amount of NBRC funds **requested previously**. E.g., \$25,000
- 11i. This is the amount of NBRC funds you are seeking for this reimbursement request. E.g., \$50,000

**Check your math!** Work from the bottom up in the TOTAL column in box 11:

Line I + Line H = Line G

Line G + Line F = Line E, Line C, Line A

Line G / Line A should be equal to or less than your reimbursement rate noted in your grant agreement

13. Form must be signed and dated by the project’s designated Authorized Official.

Do the math in an accounting worksheet first.  
Check your math starting at line i.  
 $i+h=g$   
 $g+f=a,c,e$

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED				
PROGRAMS/FUNCTIONS/ACTIVITIES <small>Use columns (a), (b), and (c) to separate out types of cost, if it's helpful, but it is not necessary.</small>	(a) <small>e.g. Engineering</small>	(b) <small>e.g. Payroll</small>	(c) <small>e.g. Construction</small>	TOTAL
a. Total program outlays to date <small>(As of date)</small>	\$	\$	\$	\$150,000
b. Less: Cumulative program income				\$0
c. Net program outlays <small>(Line a minus line b)</small>				\$150,000
d. Estimated net cash outlays for advance period				\$0
e. Total <small>(Sum of lines c &amp; d)</small>				\$150,000
f. Non-Federal share of amount on line e				\$75,000
g. Federal share of amount on line e				\$75,000
h. Federal payments previously requested				\$25,000
i. Federal share now requested <small>(Line g minus line h)</small>				\$50,000
+ Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			
	2nd month			
	3rd month			
12. ALTERNATE COMPUTATION FOR ADVANCES ONLY				
a. Estimated Federal cash outlays that will be made during period covered by the advance				\$ <small>Should be left blank</small>
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period				
c. Amount requested <small>(Line a minus line b)</small>				\$ <small>Should be left blank</small>

AUTHORIZED FOR LOCAL REPRODUCTION (Continued on Reverse) STANDARD FORM 270 (Rev. 7-97)  
Prescribed by OMB Circulars A-102 and A-110

13. CERTIFICATION		
I certify that to the best of my knowledge and belief the data on the reverse 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 <b>Form must be signed by the authorized official to be processed by NBRC</b>	DATE REQUEST SUBMITTED <b>Date signed</b>
	TYPED OR PRINTED NAME AND TITLE <b>Name of signer/authorized official</b>	TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Requests for Reimbursement should be emailed to [admin@nbrc.gov](mailto:admin@nbrc.gov). Once NBRC receives the request it will be processed, and a staff member will follow up with the grantee if necessary. If there are no issues, the request will be forwarded for the reimbursement 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 has been processed. A grantee can expect to receive payment within 10 business days\*.

**\*Please note processing times may vary based on volume and capacity. Note: USDA projects are reimbursed on a monthly basis and may take at least 30 days to process.**

### How long does it take to receive 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 submitting a request for reimbursement. Note that USDA projects are reimbursed on a monthly basis and may take at least 30 days to process.

**As a reminder, 5% of the total NBRC award will be held until all project closeout documents are received by NBRC.** A grantee's final reimbursement request will not be processed until all required closeout documentation is received, including documentation of all required match/cost share.

## Changes in a Project

The approved grant agreement and budget establishes the planned parameters of award performance. However, the award provisions are often based upon estimates and projects that may need to be modified once performance begins. Such modifications may involve the time for performances, the scope of the project, and the funding provided. Grantees should not move forward with any project changes without first receiving NBRC review and approval.

All project changes require the completion and submission of NBRC's Contract Amendment Form (see Appendix G or download a fillable PDF of the form from the Resources tab of NBRC's website [www.nbrc.gov](http://www.nbrc.gov)) together with the required documentation to support the amendment request. Additional details on types of amendments appear below. Grantees should not move forward with any project changes without first receiving NBRC review and approval as such actions may trigger enforcement measures authorized by 2 CFR 200.207 or 2 CFR 200.208. **Refer to Appendix A for USDA project information.**

Always submit the contract amendment form and use the checklists as reference

### Types of Changes:

#### Change in Authorized Official

The NBRC "Authorized Official" is the grantees executive that has been granted permission via authorized resolution to sign all NBRC investment documents that bind the applicant. At time of application for funding, applicants are required to provide a resolution from the entities legal authority indicating the name and title of the person they are authorizing. This person is listed on the first page of the grant agreement.

If the Authorized Official changes during the performance period of an award, grantees are required to provide NBRC with:

- Completed and Executed Contract Amendment Request Form
- Key Contacts Form
- Authorized Official Resolution

While NBRC does not mandate the form for the Authorized Official Resolution, recognizing many entities have their own template, **the resolution must indicate the executive's name and title as well as state their permission to sign all NBRC investment documents that bind the applicant.** Only one individual can be the Authorized Official for a project. Examples of legal authorities include select boards and councils for municipalities; commissions for counties; state authorized officials or boards for states; boards of directors, or trustees for nonprofits.

If a grantee wishes for other key grant personnel to be included in project-related correspondence, a Key Contacts Form would also need to be provided for those individuals but does not need to be supported by any type of resolution or other support documentation. As a reminder, only authorized officials may sign NBRC documents that bind the applicant (i.e., grant agreement, SF-270, SF425).

### **Budget and/or Scope Modifications**

No increases to the NBRC award will be made. Any cost overruns are the responsibility of the grantee. In accordance with 2 CFR 200.308, when the federal share of the project costs exceeds \$250,000, NBRC exercises its option to limit cumulative transfers between existing direct cost categories (line items) or grant programs, functions, or activities to ten (10) percent or less of the budget as last approved by NBRC. In accordance with 2 CFR 200.207, NBRC may exercise this option in cases where the federal share of the project is less than \$250,000. As noted above and consistent with 2 CFR 200.308, budget changes that involve revision of the scope of work or objectives of the project (regardless of the grant amount) require NBRC prior approval.

The grant agreement establishes the scope of the project. NBRC has a high degree of flexibility in operating the grant program. To maintain that flexibility, it is imperative that projects are implemented in a timely manner and within the approved budget, scope of work, and intended outcomes that the funds were intended to support, as provided within the application for funding.

When circumstances arise that interfere with the grantee fulfilling the approved scope, a change in scope may be requested. This is a formal process under which the grantee must submit a narrative detailing the proposed scope change and any associated budget modifications, together with confirmation the identified match on the project remains in place. If the timeline/performance period of the project changes because of the scope change, a revised timeline must also be provided.

Changes in scope or objective of the award, whether as a result of the applicant, co-applicant, or subrecipient, require NBRC's written approval in accordance with 2 CFR 200.308. NBRC is a competitive and often over-subscribed program, with applications reviewed, scored, and selected for funding based on their alignment with NBRC and State funding priorities. Change in Scope requires prior written approval of any change in scope/objective of the grant-funded



activity after the application for funding is submitted or an award is issued. Scope/objective changes will be considered on a case-by-case basis, provided the change does not negatively impact the competitive process used to recommend NBRC awards. NBRC and/or the State(s) where the project was funded may reject change requests where they believe approval of same changes the scope, outcomes, or impacts of the project and what is being proposed significantly differs from the project that was initially put forth and selected for funding.

The narrative must explain the rationale for adding, modifying, or deleting an activity and explain how such revisions will affect the expected outcomes of the project. The request and documentation supporting the request must be sent to [admin@nbrc.gov](mailto:admin@nbrc.gov) with a copy to the state program manager and the local development district providing grant administration assistance on the project. Please see Appendix G of this manual for additional guidance on requesting and documenting project changes.

Requests for a budget and/or scope modification should include:

- Completed and Executed Contract Amendment Request Form and if applicable;
- Description of project re-scope (what has been completed to date, reason for change, etc.)
- Revised project budget (SF-424cbw) AND budget adjustment summary (pg . 2 of Appendix G)
- Revised project timeline
- Revised work plan
- Revised match commitment form (if applicable)
- Environmental Review (NEPA) update required including impacts to historic preservation? If yes, provide updated environmental review documentation

Grantees are cautioned against moving forward without prior approval of changes from NBRC. Such action may trigger enforcement steps by NBRC, such as those permitted under 2 CFR 200.208 (imposition of special conditions), and 2 CFR 200.340 (suspension or termination of award). For projects funded through partnership with USDA, there may be extra steps. Please see Appendix A.

## Performance Period

If a project cannot be completed within the approved period of performance, an extension of time may be requested. Requests should be made prior to the end of Period of Performance listed in the grant agreement and be sent to email to [admin@nbrc.gov](mailto:admin@nbrc.gov). If the grant agreement is expired no funds can be reimbursed.

Requests for extension should include:

- Completed and Executed Contract Amendment Request Form
- Justification of need for contract extension
- Revised project timeline
- Description of project progress to date

- Confirmation budget and scope are not changing
- Confirmation committed match remains in place
- If the scope, budget, or match will be changing, documentation to support those changes must also be provided.

*NBRC allows extensions in one (1) year increments. If additional time is being requested, coordination with the State Program Manager (SPM) is required. Subsequent requests will also require coordination with the SPM.*

If an extension is not approved, or if 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.

### Other Project Changes

All organization name changes, or non-profit status changes must be reported to NBRC. The reported change and documentation supporting the request must be sent to [admin@nbro.gov](mailto:admin@nbro.gov) with a copy to the state program manager and the local development district providing grant administration assistance on the project. Please see 2 CFR 200 and Appendix G of this manual for additional guidance on requesting and documenting project changes.

## Project Oversight

Northern Border Regional Commission (NBRC) exercises responsible stewardship of Federal Funds in a manner that is transparent and accountable to the public. This approach 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. Oversight of programs and projects is important to ensure that grant agreements 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.

NBRC staff will respond to all indications of fraud, waste and/or abuse and will rely on applicable laws and regulations and, if necessary legal counsel, to determine appropriate response actions and remedies.

Grantees are responsible for managing federal funds in compliance with applicable laws, regulations and the terms and conditions of their NBRC grant agreement. It is the grantee's responsibility to become familiar with the requisite obligations that they assume by seeking and accepting public dollars. Nevertheless, mistakes may occur as a result of misunderstandings. These may frequently be resolved without the need for formal corrective actions. NBRC staff will work with grantees to ensure that instances of noncompliance are isolated and unintentional. However, there may be instances where, in the judgement of the NBRC, a formal corrective action plan is warranted. The objective is to bring the grantee into compliance and to minimize disruption to the federally funded project, if possible.

Grantees should be alert to conditions that may represent noncompliance. These include but are not limited to:

#### **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 grant agreements
- Incomplete or late quarterly reports
- Incomplete project files
- Consistently missing signatures and dates on documents, or other lack of attention to detail that demonstrates capacity and/or professional limitations
- Failure to notify NBRC when there is a change in key contact information

**Level 1 noncompliance will result in project being unable to request NBRC funds until the noncompliance(s) are satisfactorily corrected.**

**See Enforcement of Compliance below for additional guidance.**

#### **Level-II Failure to follow federal statutes, rules, policies and/or the NBRC Grant agreement**

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 grant agreement
- Failure to meet the match outlined within the NBRC grant agreement
- Use of funds, equipment or other resources purchased with NBRC funds to obtain income when not expressly written into the NBRC grant agreement
- Not completing the project within the project timeline as described in the NBRC grant agreement unless a formal written extension has been granted
- Purchase of equipment and/or real property when not explicitly outlined within the NBRC grant agreement

- Incomplete, or failure to attain, the deliverables outlined in the Grantee’s application and/or NBRC grant agreement
- Use of funds that are inconsistent with 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.

**Level 2 noncompliance will result in a project being flagged with a Hold, not eligible to seek reimbursement, and may result in project costs being deemed ineligible for NBRC reimbursement or counted as match/cost share. Repeated Level 2 noncompliance may also result in the payback of NBRC funds.**

**Consistent and/or egregious acts of noncompliance, in addition to what is noted above, may also result in the project being ineligible to seek NBRC funding for a specific period of time.**

**See Enforcement of Compliance below for additional guidance.**

## **Enforcement of Compliance**

If NBRC determines a Level I or Level II failure as outlined above and the noncompliance is material in its nature or degree, or that work performed under the grant is substandard or performed in any way that violates federal, state, or local law, NBRC may undertake enforcement actions consistent with the requirements of 2 CFR 200.207 and 2 CFR 200.339.

Written notice of any enforcement action will be sent by documented means to the responsible official of the grantee noted in the grant agreement. Enforcement action may include, in progressive order of discipline:

- Impose special conditions in accordance with 2 CFR 200.207.
- Disallow all or part of the cost of the activity or action found to be in noncompliance; disallowed costs will be collected in accordance with the Federal Claims Collection Standards (31 CFR 900).
- Temporarily withhold cash payments pending correction of the deficiency by the grantee.
- 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.

- Determine, based on the risk assessment procedures in 2 CFR 200.206, not to fund a grant application submitted by the grantee.
- Initiate suspension and/or debarment proceedings as authorized under 2 CFR 200.214. 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.

## Monitoring

Monitoring by NBRC involves the continuous collection of relevant information about the performance and administration of grantees. Monitoring can be conducted using a variety of techniques including routine communication with grantees, desk review of submitted information and required reports, and site visits. Please see Appendix H of this manual for information on NBRC's monitoring protocols.

## Site Visits

NBRC may conduct site visits as needed but is not required to do so. The purposes of the site visits may involve enhancing communications with the grantee, reviewing project progress and administrative activities, gathering information that has not been obtained through other means, and providing support and technical assistance.

Prior to the site visit, NBRC staff will contact the grantee and, if needed, provide the checklist that may be used during the visit. When an inquiry is made, all files shall be made available to NBRC or the State where the project was funded. Appendix H provides NBRC's protocol for monitoring and site visits.

## Records Retention and Access

Financial records, supporting documentation, statistical records, and all other grantee records pertinent to the NBRC grant award must be retained for a period of three years following submission of the final expenditure report on that award. These records are accessible to NBRC, the Comptroller General of the United States, independent auditors and the States of Maine, New Hampshire, New York and Vermont, independent auditors engaged by the grantee, and any of the duly authorized representatives for the purpose of making audits, examinations, excerpts, and transcripts. In accordance with Executive Order 13642, electronic and machine-readable formats are the preferred method for collecting and storing such records. The rights of access include timely and reasonable access to the grantee's personnel and contractors for the purpose of interview and discussion related to the records. Additional instructions about

exceptions to these general rules and possible extension of the retention period are contained in 2 CFR200.334.

## Dispute and Appeals

A Grantee may appeal any finding of noncompliance and resulting enforcement action. The appeal shall be in writing and contain supporting evidence. It must be sent to NBRC within 30 calendar days of receipt of the notice identified above. 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 to dismiss, amend, or uphold shall be issued by this body. All determinations by the Governor's Alternates shall be considered final decisions of NBRC.

## NBRC Contact Information

### Place of Record

Northern Border Regional Commission business of record is located at 53 Pleasant Street, Suite 1501, Concord, NH 03301 or [admin@nbrc.gov](mailto:admin@nbrc.gov). Any records held at locations other than this will not be considered as part of the record or be received for purposes of processing applications, invoices, communications, requests for reimbursement or other transactions.

### Website

**[www.nbrc.gov](http://www.nbrc.gov)**

### Contacts

#### Representing the Federal Government

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#### Representing the State of Maine

The Honorable Janet Mills, Governor, State Co-Chair

Governor's Alternate to the NBRC: Heather Johnson, Commissioner, Maine Department of Economic Community Development

State Program Manager: Charlotte Mace (207) 624-7448 | [charlotte.mace@maine.gov](mailto:charlotte.mace@maine.gov)

### **Representing the State of New Hampshire**

The Honorable Chris Sununu, Governor

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The Honorable Phil Scott, Governor

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The Honorable Kathy Hochul, Governor

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James Cleveland Federal Building, 53 Pleasant Street, Suite 1501, Concord, New Hampshire  
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## Appendix A – Projects Funded Through NBRC-USDA Partnership

In addition to observing NBRC Administration, Compliance and Monitoring, projects funded through NBRC’s partnership with USDA Rural Development must also meet USDA RD compliance. This Appendix is meant as a guide for these projects, to show which portions of the NBRC Compliance Manual grantees must adhere to, and which are amended according to the specific regulations required by USDA Rural Development. Grantees are welcome and encouraged to submit compliance-related questions to NBRC via [admin@nbrc.gov](mailto:admin@nbrc.gov).

### **Award Process and Project Initiation**

Projects will follow the same Award Process and Project Initiation steps outlined in the “Award Process & Project Initiation” section of the NBRC Compliance Manual, with the following caveat:

Before an obligation of funds (step 2) can be made, grantees must complete and send the following three USDA-required documents to NBRC (as stated in the Grant Agreement).

1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (AD-1048)
2. Assurance Agreement (USDA RD 400-4)
3. Equal Opportunity Agreement (USDA RD 400-1)

### **Payments**

Projects will follow the same process for reimbursements as described in the “Reimbursement” section of the NBRC Compliance Manual, with the following caveats:

- Under “Timing of Reimbursements”, the following amendment applies: Projects planning to submit a request for reimbursement on a given month will be asked to submit their SF270 and backup documentation on or before the third Monday of the month, unless otherwise instructed.
- USDA Projects which have a reimbursement rate listed on their grant agreement will follow the process listed for all grantees. If the reimbursement rate is 100%, then the grantee is not required to show match/cost share until project closeout. Otherwise, the project must comply with the reimbursement rate reflected in their grant agreement and demonstrate required match/costs share as NBRC funds are requested. Failure to satisfy any match requirement by the conclusion of the project may lead to disallowance of federal funds already drawn and spent.

### **Procurement**

Projects should follow the procurement procedures outlined in the “Procurement” section of the compliance manual, and projects may be required to submit copies of their procurement documents to NBRC.

## Property

All portions of this section apply.

## Changes in a Project

All project changes require the completion and submission of NBRC's Contract Amendment Form (see Appendix G or download a fillable PDF of the form from the Resources tab of NBRC's website [www.nbrc.gov](http://www.nbrc.gov)) Please refer to pg. 37 of this compliance manual for more information. USDA does not allow budget re-allocations above 10% within categories of any size or percentage without pre-approval. Any changes above 10% must be approved as part of a budget adjustment with USDA. Please contact [admin@nbrc.gov](mailto:admin@nbrc.gov) if you seek a budget re-allocation or other project changes.

## Reporting

Quarterly reports for Projects will be due to NBRC along the following schedule, from Oct 1 of the award year through to the closeout of the project:

<b>Reporting Period: (Quarter 1)</b>	<b>October 1 - December 31</b>	<b>Due January 15**</b>
<b>Reporting Period: (Quarter 2)</b>	<b>January 1 - March 31</b>	<b>Due April 15</b>
<b>Reporting Period: (Quarter 3)</b>	<b>April 1 - June 30</b>	<b>Due July 15</b>
<b>Reporting Period: (Quarter 4)</b>	<b>July 1 - September 30</b>	<b>Due October 15</b>

For 2024 grantees, the first required quarterly progress report will be due January 15, 2025, for the period October 1 – December 31, 2024.

Reports are due after awards have been announced, regardless of the amount of work that has been completed. These are not optional tasks for grantees. Reports must be sent to [admin@nbrc.gov](mailto:admin@nbrc.gov) with the Grant Agreement number in the subject line of the email.

The Performance Progress Report Standard Form-PPR(SF-PPR) must be used for all reports. Find an example SF-PPR in **Appendix C** of this Compliance Manual.

Projects must submit financial reports via **Standard Form 425 (SF-425)**, due on October 30 for each federal fiscal year (October 1 to September 20) and 45 days after the close of the project – even if the closeout of the project takes place only a month or two after the October 30<sup>th</sup> date. Find additional information on financial reporting in the “Reporting” section of the Compliance Manual. For 2024 grantees, the first annual financial report (SF425) will be due October 20, 2025, for the period October 1, 2024-September 20, 2025.

## Project Oversight

All portions of this section apply.

## Appendix B – Request for Reimbursement (SF270) with Instructions

<b>REQUEST FOR ADVANCE OR REIMBURSEMENT</b>  <i>(See instructions on back)</i>		OMB APPROVAL NO. <b>0348-0004</b>		PAGE _____ OF _____ PAGES	
		1. TYPE OF PAYMENT REQUESTED a. "X" one or both boxes <input type="checkbox"/> <b>ADVANCE</b> <input checked="" type="checkbox"/> <b>REIMBURSEMENT</b> <small>Always check reimbursement as we do not advance funds</small> b. "X" the applicable box <input type="checkbox"/> <b>FINAL</b> <input checked="" type="checkbox"/> <b>PARTIAL</b> <small>Always check partial unless it is your final request</small>		2. BASIS OF REQUEST  <input type="checkbox"/> <b>CASH</b>  <input type="checkbox"/> <b>ACCRUAL</b>	
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED  <b>Northern Border Regional Commission</b>		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY  <b>This is your NBRC project number For example: NBRC21GVT13</b>		5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST  <b>This is your reimbursement request number, which goes in order as you submit requests: 1, 2, 3.</b>	
6. EMPLOYER IDENTIFICATION NUMBER	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST <small>(All dates on backup documentation should fall within the period covered by this request)</small> FROM (month, day, year) <small>This should be the next date after the end date of your last request (no gaps of time between requests). E.g. if your last request ended on 5/31/2022, this box should reflect 6/1/2022.</small>		TO (month, day, year) <small>This date should reflect the end of a month</small>	
9. RECIPIENT ORGANIZATION  <b>Name:</b> Grantee information as per the ACH on file  <b>Number and Street:</b>  <b>City, State and ZIP Code:</b>		10. PAYEE <i>(Where check is to be sent if different than item 9)</i>  <b>Name:</b> Payee information if different than the grantee information in BOX 9  <b>Number and Street:</b>  <b>City, State and ZIP Code:</b>			
<b>11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED</b>					
PROGRAMS/FUNCTIONS/ACTIVITIES		(a)	(b)	(c)	<b>TOTAL</b>
<small>Use columns (a), (b), and (c) to separate out types of cost, if it's helpful, but it is not necessary.</small>		e.g. Engineering	e.g. Payroll	e.g. Construction	
a. Total program outlays to date <small>(As of date)</small>		\$	\$	\$	Total project costs thus far (columns a + b + c)
b. Less: Cumulative program income					You should never have program income unless it is documented in your grant agreement
c. Net program outlays <small>(Line a minus line b)</small>					Equal to line a
d. Estimated net cash outlays for advance period					Should always be \$0, NBRC does not advance funds
e. Total <small>(Sum of lines c &amp; d)</small>					Total project costs thus far. Equal to line c
f. Non-Federal share of amount on line e					Cumulative amount of expended match funds
g. Federal share of amount on line e					Cumulative amount of NBRC funds requested (line e - line f)
h. Federal payments previously requested					Total amount of NBRC funds requested previously
i. Federal share now requested <small>(Line g minus line h)</small>					Amount of NBRC funds you are seeking for reimbursement this request
<del>j. Advances—required—by—month, when requested by Federal grantor agency for use in making prescheduled advances</del>					
		1st month			
		2nd month			
		3rd month			
<b>12. ALTERNATE COMPUTATION FOR ADVANCES ONLY</b>					
a. Estimated Federal cash outlays that will be made during period covered by the advance					\$ Should be left blank
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period					
c. Amount requested <small>(Line a minus line b)</small>					\$ Should be left blank
AUTHORIZED FOR LOCAL REPRODUCTION		<small>(Continued on Reverse)</small>		STANDARD FORM 270 (Rev. 7-97) Prescribed by OMB Circulars A-102 and A-110	
<b>13. CERTIFICATION</b>					
I certify that to the best of my knowledge and belief the data on the reverse 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.  This space for agency use		SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL			DATE REQUEST SUBMITTED
		Form must be signed by the authorized official to be processed by NBRC  TYPED OR PRINTED NAME AND TITLE  Name of signer/authorized official			Date signed
		TELEPHONE (AREA CODE, NUMBER, EXTENSION)			

## Appendix C – Quarterly Report (SFPPR)

A copy of this report is available on the website: [www.nbrc.gov](http://www.nbrc.gov)  
**PERFORMANCE PROGRESS REPORT**  
**SF-PPR**

		Page	of Pages
1. Federal Agency and Organization Element to Which Report is Submitted Northern Border Regional Commission	2. Federal Grant or Other Identifying Number Assigned by Federal Agency NBRC Grant #, ie. NBRC23G	3a. DUNS Number N/A	
		3b. EIN	
4. Recipient Organization (Name and complete address including zip code)		5. Recipient Identifying Number or Account Number  N/A	
6. Project/Grant Period Start Date: (Month, Day, Year)  Performance Period Start Date from your Grant Agreement	End Date: (Month, Day, Year)  Performance Period End Date	7. Reporting Period End Date (Month, Day, Year)  Refer to reporting schedule: 12/31, 3/30, 6/30, 9/30	8. Final Report? <input type="checkbox"/> Yes <input type="checkbox"/> No  9. Report Frequency <input type="checkbox"/> annual <input type="checkbox"/> semi-annual <input type="checkbox"/> quarterly <input type="checkbox"/> other (If other, describe: _____)
<p>10. Performance Narrative <i>(attach performance narrative as instructed by the awarding Federal Agency)</i></p> <p><b>Provide a project status narrative for the reporting period to include, but not limited to:</b></p> <ol style="list-style-type: none"> <li>1. Project Status (Planned, In-Progress, Completed)*</li> <li>2. Description of Project Activities*</li> <li>3. Challenges and/or Successes*</li> <li>4. Press or Media Links*</li> </ol> <p><i>*See Reporting section of Compliance Manual for additional guidance</i></p>			
11. Other Attachments <i>(attach other documents as needed or as instructed by the awarding Federal Agency)</i>			
12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.			
12a. Typed or Printed Name and Title of Authorized Certifying Official		12c. Telephone (area code, number and extension)	
		12d. Email Address	
12b. Signature of Authorized Certifying Official		12e. Date Report Submitted (Month, Day, Year)	
		13. Agency use only	

## Appendix D - Federal Financial Report (SF425)

A copy of this sample and a video tutorial can be found at: [www.nbrc.gov](http://www.nbrc.gov)

### Federal Financial Report

(Follow form instructions)

OMB Control Number: 4040-0014

Expiration Date: 2/28/2022

<b>1. Federal Agency and Organizational Element to Which Report is Submitted</b> Northern Border Regional Commissions		<b>2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)</b> NBRC ID# ex: NBRC17GVT14	
<b>3. Recipient Organization (Name and complete address including Zip code)</b> Recipient Organization Name: Your Grant Name Street1: Your Address as listed in the GA Street2: City: County: State: Province: Country: USA: UNITED STATES ZIP / Postal Code:			
<b>4a. DUNS Number</b> Your Org. DUNS	<b>4b. EIN</b> Your Org. EIN	<b>5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)</b>	
<b>6. Report Type</b> <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Final	<b>7. Basis of Accounting</b> <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual	<b>8. Project/Grant Period</b> From: 10/01/2019 To: 09/30/2022 <i>*Enter Entire Grant Period</i>	<b>9. Reporting Period End Date</b> 09/30/2021
<b>10. Transactions</b> <i>(Use lines a-c for single or multiple grant reporting)</i>			<b>Cumulative</b>
<b>Federal Cash (To report multiple grants, also use FFR attachment):</b>			
<b>a. Cash Receipts</b> Total cumulative amount of reimbursements received from NBRC as of reporting period end date			0.00
<b>b. Cash Disbursements</b> Equal to line 10a			0.00
<b>c. Cash on Hand (line a minus b)</b> Equal to line 10a minus 10b <i>(Use lines d-o for single grant reporting)</i>			0.00
<b>Federal Expenditures and Unobligated Balance:</b>			
<b>d. Total Federal funds authorized</b> Total NBRC Funds Awarded as listed in Grant Agreement			0.00
<b>e. Federal share of expenditures</b> Equal to line 10b			0.00
<b>f. Federal share of unliquidated obligations</b> Equal to line 10d minus 10e			0.00
<b>g. Total Federal share (sum of lines e and f)</b> Equal to line 10d			0.00
<b>h. Unobligated balance of Federal Funds (line d minus g)</b> Should always be \$0, unless NBRC money was de-obligated at project close-out			0.00
<b>Recipient Share:</b>			
<b>i. Total recipient share required</b> Total match as listed in Grant Agreement			0.00
<b>j. Recipient share of expenditures</b> Expended/documentated match as of reporting period end date.			0.00
<b>k. Remaining recipient share to be provided (line i minus j)</b> Equal to line 10i minus line 10j			0.00
<b>Program Income:</b>			
<b>l. Total Federal program income earned</b> Program income should always be \$0 unless otherwise stated in Grant Agreement			0.00
<b>m. Program Income expended in accordance with the deduction alternative</b>			0.00
<b>n. Program Income expended in accordance with the addition alternative</b>			0.00
<b>o. Unexpended program income (line l minus line m or line n)</b>			0.00

# Appendix E – Personal Property Report (SF428-S)

## 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) <input style="width: 150px; height: 20px; margin-top: 5px;" type="text"/>	Attachment Type <input 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 <i>(In Dollars)</i> (g)	Disposition Request (h)

# Appendix F – Real Property Status Report (SF429-A)

## 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 and type of Federal Interest (MM/DD/YYYY): From: <input type="text"/> To: <input 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 type="text"/>	
14b. Address of Real Property (legal description and complete address including zoning information):	
Street1: <input type="text"/>	
Street2: <input type="text"/>	
City: <input type="text"/>	County: <input type="text"/>
State: <input type="text"/>	Province: <input type="text"/>
Country: <input type="text"/>	ZIP / Postal Code: <input type="text"/>
Zoning Information: <input type="text"/>	
GPS Location Longitude: <input type="text"/> GPS Location Latitude: <input type="text"/>	
14c. Land Acreage or Square Units: Enter Amount: <input type="text"/>	14d. Gross and Usable Square Footage/Meters (i.e., of building, house, etc.): Enter Amounts:
Select units: <input type="checkbox"/> Acres <input type="checkbox"/> Square Feet	Gross <input type="text"/> Usable <input type="text"/>
<input type="checkbox"/> Square Kilometers <input type="checkbox"/> Square Meters	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 type="text"/>	
14f. Real Property Cost:	Share Percentage %:
Federal Share: \$ <input type="text"/>	( <input type="text"/> %)
Non-Federal Share: \$ <input type="text"/>	( <input type="text"/> %)
Total (sum of Federal and Non-Federal Share): \$ <input type="text"/>	( <input 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 type="text"/>	
Date: <input type="text"/>	Jurisdiction: <input 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 type="text"/>	

## Appendix G—Contract Amendment Request Form



# Northern Border Regional Commission

### APPENDIX G CONTRACT AMENDMENT REQUEST FORM

GRANT #:	NBRC
GRANTEE NAME:	
DATE:	

**TYPE OF AMENDMENT REQUEST:**

Select the appropriate amendment category and submit one(1) PDF of all required documentation by e-mail with your grant # referenced in the subject line to [admin@nbrc.gov](mailto:admin@nbrc.gov). Forms and templates can be found here: [NBRC Resources](#)

**Change in Authorized Official**

Submit the following documents as one(1) PDF:

- Completed and Executed Contract Amendment Request Form
- Key Contacts Form
- Authorized Official Resolution (*template available*)

**Budget and/or Scope Adjustment (Changes to Scope, Budget, and Match)**

Submit the following documents as one(1) PDF or select NO CHANGE below:

- Completed and Executed Contract Amendment Request Form
- Revised project budget (SF-424cbw) AND budget adjustment summary (see pg. 2 of form)
- Description of project re-scope (completed to date, reason for change, etc.)
- Revised project timeline
- Revised work plan
- Revised match commitment form (NBRC Form 1002)
- Environmental Review(NEPA) update required? If yes, provide updated environmental review documentation

NO CHANGE

**Contract Extension Only (NO Scope, Budget, or Match changes)**

Submit the following documents as one(1) PDF:

- Completed and Executed Contract Amendment Request Form
- Justification of need for contract extension
- Revised project timeline
- Description of project progress to date
- Confirmation budget and scope are not changing
- Confirmation committed match remains in place

Current Period of Performance\*:  
*\*See most recent Grant Agreement*

NEW Requested End Date\*

\* NBRC allows extensions in one (1) year increments. If additional time is being requested, please provide justification, and note that NBRC coordination with the State Program Manager is required.

**Change in Organization Name**

Submit the following documents as one(1) PDF:

- Completed and Executed Contract Amendment Request Form
- Updated SF424
- Updated SF-3881 (ACH)
- Updated UEI Form
- Certificate of Good Standing (if grantee is a non-profit)
- IRS Determination Letter (if grantee is a non-profit)
- Key Contacts Form (if name change also results in change to Authorized Official)
- Updated Authorized Official Resolution (if name changes results in change to Authorized Official)

Signature

*Signature of Authorized Official*

Date



## Appendix H - Monitoring/Site Visit Protocols

### Overview

The Northern Border Regional Commission (NBRC) conducts programmatic reviews relevant to the performance and administration of its grantees. This process allows input from NBRC grantees to both improve communications and enhance programming efforts. This programmatic review will be conducted through a variety of techniques, including routine communications with grantees, desk reviews to determine project status, grant activities and programmatic support, as well as virtual meetings (ZOOM, Microsoft Teams, etc.) site review and, when allowed and appropriate, in-person meetings\*. Please see NBRC's Grant Administration, Compliance and Monitoring Manual for additional information.

### Purpose

NBRC's programmatic review is designed to accomplish the following objectives:

- Demonstrate the effectiveness of the funding
- Provide an opportunity for NBRC to highlight projects
- Programmatic support
- Grant compliance
- Timely and successful project completion

### How will it work?

NBRC staff will randomly select a sample of projects, some will be in process, some will have been closed out, as well as some projects that have been closed out for at least three years. The three-year lag time allows time for the Grantee's performance measures to evolve, which will allow NBRC to measure project outcomes more accurately.

NBRC will determine, on a case-by-case basis, how the review will be conducted: Options include, via phone, virtual meeting or as a site visit\*, and convey this information to the Grantee. NBRC staff will contact the Grantee and explain the project that has been selected for review, providing details, and sharing a copy of NBRC's Programmatic Review packet. NBRC will work with the Grantee to establish a convenient meeting date and time.

If the review requires follow-up, NBRC staff will work with the Grantee to complete those activities. If those activities require additional technical assistance or a project re-scope, NBRC staff will coordinate efforts to provide needed resources with our local, regional, and State partners.

For more information on NBRC's Programmatic Review process, please contact NBRC Staff members Jon O'Rourke, Senior Program Specialist, at [jorourke@nbc.gov](mailto:jorourke@nbc.gov) or Andrea Smith, Program Director, at [asmith@nbc.gov](mailto:asmith@nbc.gov).

***\*In-person site visits will only occur when necessary and appropriate.***

## Appendix I – Certification of Indirect (F&A) Costs

An indirect cost rate is not allowed unless its documentation from a cognizant agency was submitted to NBRC at time of application for federal assistance, indirect costs are reflected in the grantee's SF424cbw (project budget), and the approved indirect cost rate is referenced in the grantee's Grant Agreement.

This certificate must be signed on behalf of the grantee by its documented Authorized Official, as reflected in NBRC's project files and submitted with each request for reimbursement (SF270) that includes indirect costs.

**Certificate.** The certificate required by this section must be in the following form:

### Northern Border Regional Commission Certificate of Indirect (F&A) Costs

This is to certify that to the best of my knowledge and belief:

- (1) The indirect costs being requested for reimbursement or as match/cost share to the NBRC award are in alignment with the SF424cbw (project budget)
- (2) The indirect cost rate is in alignment with the rate reflected in the executed Grant Agreement
- (3) All indirect costs are allowable in accordance with the requirements of the Federal agreement(s) to which they apply and with the cost principles applicable to those agreements.
- (4) This proposal does not include any costs which are unallowable such as (without limitation): Public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, and defense of fraud proceedings; and
- (5) All costs included in this proposal are properly allocable to Federal agreements on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.

Name of NBRC Grantee:

NBRC Grant Award Number:

Approved Indirect Cost Rate:

I declare that the foregoing is true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

## Appendix J - 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: \_\_\_\_\_

## Appendix K – State Historic Preservation Commission Offices

### Maine Historic Preservation Commission

[www.maine.gov/mhpc/home](http://www.maine.gov/mhpc/home)

55 Capitol Street  
65 State House Station  
Augusta, Maine, 04333-0065  
For general inquiries contact (207) 287-2132

### New Hampshire Division of Historical Resources

[www.nh.gov/nhdhr/index.html](http://www.nh.gov/nhdhr/index.html)

NH Division of Historical Resources  
Attention: Review & Compliance  
172 Pembroke Rd. Concord, NH 03301  
For general inquiries contact 603-271-3483  
Voice/TDD RELAY ACCESS: 1-800-735-2964

### New York State Historic Preservation Office

[www.parks.ny.gov/shpo](http://www.parks.ny.gov/shpo)

OPRHP  
PO Box 189  
Waterford, NY 12188  
Technical Preservation Unit: 518-268-2129

### Vermont State Historic Preservation Office

[www.accd.vermont.gov/historic-preservation](http://www.accd.vermont.gov/historic-preservation)

One National Life Drive  
Deane C. Davis Building, 6th Floor  
Montpelier VT 05620-0501  
For general information contact: 802.828-3222

## Appendix L – Media Release Authorization Form

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 M – 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 (SF424cbw, SF424A-D) 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.

**Build America Buy America Act (BABAA):** Enacted as part of the Infrastructure Investment and Jobs Act (IIJA) on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the USA. A product is defined as American-made under “Buy American” if at least 50% of its constituent parts and/or materials originated in the USA.

The U.S. Department of Commerce is working with the [Made in America Office](#) (MIAO) to coordinate compliance with these procurement requirements. Visit the Made in America Office [website](#) or [NBRC’s website](#) for continued BABAA guidance.

**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.

**Descoping:** Descoping may occur during the amendment process and means the original objectives and/or intended outcomes of a project will no longer be occurring. This may be due to, but not limited to, a reduced award, cost overruns that limit the scope and/or goals of the project, or a change in intended match/cost share that leaves the project with limited resources to complete the project as originally intended.

**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. This is also known as an obligation of federal funds.

**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:** NBRC's formally issued announcement of the availability of funding through its website and outreach efforts.

**Indirect Costs:** These costs also are known as “facilities and administrative costs.” An indirect cost rate is the ratio between the total indirect expenses and some direct cost base. There is no universal rule for classifying certain costs as either direct or indirect under every accounting system. A cost may be direct with respect to some specific service or function, but indirect with respect to the Federal award or other final cost objective. Therefore, it is essential that each item of cost incurred for the same purpose be treated consistently in like circumstances either as a direct or an indirect (F&A) cost to avoid possible double charging of Federal awards. Guidelines for determining direct and indirect costs charged to Federal awards are provided in 2 CFR § 200.413 and 2 CFR § 200.414.

NBRC allows a grantee to utilize the de minimis rate of 10% of modified total direct costs (MTDC) unless the entity has or is negotiating a negotiated indirect cost rate from a federal cognizant agency and documentation of same was provided at time of application for federal financial assistance. If applicable, the negotiated indirect cost rate will be noted in the project’s grant agreement. Indicate your Negotiated Indirect Cost Rate (if any) and calculate the indirect costs in accordance with the terms of your approved indirect cost rate and enter the resulting amount in the project budget (SF424cbw).

Within the SF424cbw the indirect costs of the project must be identified. Documentation of indirect cost rates must be provided at time of reimbursement whether the grantee is seeking reimbursement of NBRC funds for those costs or utilizing them to meet the match/cost share requirement of the NBRC award. When a grantee is documenting indirect costs within a reimbursement request, a Certification of Indirect (F&A) Costs, executed by the project’s Authorized Official, must accompany the SF270 (request for reimbursement).

**Made in America:** Made in America policies are designed to increase reliance on domestic supply chains and ultimately reduce the need to spend taxpayer dollars on foreign-made goods. The Made in America Office (MIAO) will ensure that any waivers from Made in America laws are applied clearly, consistently, and transparently across federal agencies. The MIAO will analyze the information it gathers from waivers to support U.S. manufacturing and more resilient supply chains. By centralizing information on past and pending waivers, we aim to maximize opportunities for U.S. producers to supply goods and services to the federal government.

Additional guidance and resources can be found on the Office of Management and Budget’s Made-In-America website.

**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. NBRC also considers obligations a commitment and/or expenditure of funds.

**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.”

**Reimbursement Rate:** This rate is dictated by the project’s location and whether it is located in a county that is designated as Distressed, Transitional or Attainment.

***Distressed:*** Eligible for 80% funding and require a 20% match

***Transitional:*** Eligible for 50% funding and require a 50% match

***Attainment:*** NBRC is not allowed to fund projects within an attainment county unless the project is:

1. Within an “Isolated Area of Distress”. An Isolated Area of Distress are municipalities that have high rates of poverty, unemployment, or outmigration. A project in an Isolated Area of Distress is eligible for 50% funding and require a 50% match.
2. Multi-County or Multi-State project. A project within or that affects an Attainment County can be funded if it is part of a multi-county or multi-state project that includes at least, one other Distressed or Transitional NBRC county. The required match will be the average of all counties where the project is taking place.

3. The applicant and/or co-applicant is located within an Attainment County, but not in an Isolated Area of Distress, or located outside of NBRC's service area but within a member State (ME, NH, NY & VT) who can demonstrate that their project will bring significant economic benefits to NBRC Distressed or Transitional Counties. Applicants/Co-Applicants who believe their project meets these requirements must apply for and be approved for a Significant Benefit Waiver. An entity required to submit a Significant Benefit Waiver must submit same, together with documentation demonstrating how the project will bring economic impacts to NBRC's Distressed and/or Transitional counties by the programmatic deadline imposed. The Significant Benefit Waiver request must be approved by a majority of the voting members of the Commission (Federal Co-Chair and four Governor's alternates) to be considered eligible to submit an invitation to apply for funding. If an applicant and/or co-applicant is required to submit a Significant Benefit Waiver and supporting documentation and does not do so by the programmatic deadline, the preapplication will be considered ineligible for further consideration. The match/cost share rate for these projects will be determined based on where the majority (more than 50%) of the NBRC funds will be invested.

**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. The NBRC grant recipient must prepare a subaward agreement to govern the programmatic and administrative activities of the subrecipient. The subaward agreement must contain the data elements identified in 2 CFR 200.332(a) and incorporate applicable provisions of agreement including those identified in the applicable Statement of Assurances SF424B or SF424D. The recipient shall carry out mandatory oversight and enforcement actions as outlined in 2 CFR 200.332(d) and (f) and may carry out discretionary oversight actions as outlined in 2 CFR 200.332(e). If your project includes a subaward component, please contact NBRC staff prior to making such awards.

**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.

**Unique Entity Identifier:** The UEI is a 12-character alphanumeric ID issued by the System for Award Management (SAM) to identify businesses and other entities that do business with the federal government. The UEI replaced the DUNS number as the authorized identifier for the federal government. An NBRC grantee must have a UEI number on file to be issued an initial or amended grant agreement.



## ACKNOWLEDGMENT OF RECEIPT

My signature below indicates that I am the Authorized Official designed to act on behalf of the entity awarded funding, as referenced below. My signature also acknowledges I have received and reviewed NBRC's Grant Administration and Compliance Manual.

I have read and understood the contents of this Manual, as well as any future updates to the manual, and will act in accordance with the policies and procedures therein as a condition of my NBRC Grant award.

I also understand that the NBRC may revise, supplement, or rescind policies, procedures, or benefits described in the Manual, with or without notice.

Name of Grantee:

NBRC Grant #:

NBRC

Signature of Authorized  
Official:

Print Name:

Title of Authorized  
Official:

Date: