



RECIPIENT INFORMATION

- 1. Recipient Name**
SPECIES CONSERVATION OFFICE OF
304 N 8TH ST
BOISE, ID 83702
- 2. Congressional District of Recipient**
02
- 3. Employer Identification Number (EIN)**
826000952
- 4. UEI**
EC9UD2KCZD34
- 5. Recipient Point of Contact**
Abbie Gongloff
abbie.gongloff@osc.idaho.gov
- 6. Authorized Official**
Michael Edmondson
mike.edmondson@osc.idaho.gov

FEDERAL AGENCY CONTACT INFORMATION

- 7. Grant Specialist**
Joseph Finrock
joseph.finrock@noaa.gov
- 8. Program Officer**
Kyle Bowers
kyle.bowers@noaa.gov
- 9. Grant Officer**
Alan Conway
alan.p.conway@noaa.gov

FEDERAL AWARD INFORMATION

- 10. Award Number / FAIN**
NA25NMF438G0003-T1-01 / NA25NMF438G0003 / Mod 0
- 11. Award Type**
Grant
- 12. Period of Performance Start Date & End Date**
09/01/2025 – 08/31/2030
- 13. Budget Period Start Date & End Date**
09/01/2025 – 08/31/2030
- 14. Federal Share of Cost**
\$10,000,000
- 15. Recipient Share of Cost**
\$3,300,000
- 16. Total Federal and Recipient Cost**
\$13,300,000
- 17. Opportunity Number**
NOAA-NMFS-WCRO-2025-29229
- 18. Project Title**
Idaho Salmon Recovery 2025
- 19. Assistance Listing Number and Name**
11.438 Pacific Coast Salmon Recovery - Pacific Salmon Treaty Program
- 20. R&D Award?**
No
- 21. Construction Award?**
No
- 22. Grants Officer – Signature and Award Date**
Alan Conway – 09/17/2025



Department of Commerce
NOAA
NMFS West Coast Regional Office (WCRO)

Notice of Award
NA25NMF438G0003-T1-01

NOTICE OF NOAA AWARD COVER LETTER

You are the recipient of NOAA award Number NA25NMF438G0003-T1-01.

The Notice of Award (NoA) serves as the official legal document issued to notify the recipient and others that an award has been made. The NoA contains all terms and conditions of the grant award.

The complete NoA can be found and downloaded under eRA Commons using the following instructions: [View Notice of Award | eRA](#)

This NoA was sent to the specified email address entered in the NoA email field by the recipient organization when completing the electronic Research Administration (eRA) Commons registration process. The Signing Official (SO) can update this email address through the Institutional Profile section in eRA Commons. The NoA can also be viewed from the Status Information page in eRA Commons. By accepting the award, the recipient agrees to comply with the award provisions specified on the award document.

As the Signing Official (SO) you are authorized to legally bind the institution in grant-administration matters. In providing your signature approval on the grant application submission you are responsible for monitoring grant related activities and authorizing expenditures under this award.

Additional Information about your award is shown below:

- Assistance Listing Number: 11.438
- Project Period: 09/01/2025 – 08/31/2030
- Program Office: NMFS West Coast Regional Office (WCRO)
- Program Officer: Kyle Bowers
- Program Officer Phone:
- Program Officer Email: kyle.bowers@noaa.gov
- Total Federal Funding: \$10,000,000
- Total Non-Federal Funding: \$3,300,000
- Organization Name: OFFICE OF SPECIES CONSERVATION
- Project Title: Idaho Salmon Recovery 2025
- Name of Principal Director/Project Investigator (PI/PD) as identified in the negotiated application:
 - o Abbie Gongloff

This email was sent from a source that is not monitored for responses. If you need assistance, contact your Program/Project Officer (for programmatic issues) or the [eRA Help Desk](#) (for technical issues).

SECTION I – BUDGET INFORMATION**Approved Budget**

	Year 1 Federal	Year 2 Federal	Year 3 Federal	Year 4 Federal	Year 5 Federal	Total
Personnel(non-research)	\$51,230	\$134,762	\$0	\$0	\$0	\$185,992
Fringe Benefits	\$19,568	\$52,402	\$0	\$0	\$0	\$71,970
Travel	\$0	\$9,316	\$0	\$0	\$0	\$9,316
Supplies	\$120	\$1,380	\$0	\$0	\$0	\$1,500
Contractual	\$7,522,724	\$2,177,367	\$0	\$0	\$0	\$9,700,091
Other	\$6,358	\$24,773	\$0	\$0	\$0	\$31,131
Total Direct Charges	\$7,600,000	\$2,400,000	\$0	\$0	\$0	\$10,000,000
Indirect Charges	\$0	\$0	\$0	\$0	\$0	\$0
Federal	\$7,600,000	\$2,400,000	\$0	\$0	\$0	\$10,000,000
Non-Federal	\$3,300,000	\$0	\$0	\$0	\$0	\$3,300,000

Authorized

	Cumulative
Federal	\$10,000,000
Non-Federal	\$3,300,000
Total	\$13,300,000

Authorized Funding Codes

					Cumulative
1402ULPMY5	25P00	143040000200000000	41000100	OSC IIJA	\$2,000,000
1402ULPM14	25P00	143040000200000000	41000100	OSC Base	\$8,000,000
Total					\$10,000,000

SECTION II – NOAA STANDARD TERMS AND CONDITIONS

- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE GENERAL TERMS AND CONDITIONS
<https://www.commerce.gov/oam/policy/financial-assistance-policy>
The Department of Commerce Financial Assistance General Terms and Conditions (GT&Cs) issued October 1, 2024, are incorporated by reference into this award.
- Bureau Financial Assistance Standard Terms and Conditions
[Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration \(NOAA\) Financial Assistance Awards U.S. Department of Commerce](#)
- Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements (REF: 79FR 78390)
<https://www.govinfo.gov/content/pkg/FR-2014-12-30/pdf/2014-30297.pdf>

SECTION III – SPECIFIC AWARD CONDITIONS**SPECIAL TERMS****New Award**

This competitive award, number NA25NMF438G0003 to OFFICE OF SPECIES CONSERVATION supports the work described in the Recipient's proposal entitled, Idaho Salmon Recovery 2025, dated 2/25/2025, as revised on 6/25/2025, which is incorporated into the award by reference. This award is made under the following statutory authorities: 16 U.S.C. 3645(d)(2); Infrastructure Investment and Jobs Act, Pub. L. 117-58 (November 15, 2021); Consolidated Appropriations Act, 2024, Pub. L. 118-42 (March 8, 2024); Continuing Appropriations and Extensions Act, 2025, Pub. L. 118-83 (September 26, 2024); and the Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. 119-4 (March 15, 2025). Where the terms of the award and proposal differ, the terms of the award shall prevail.

The terms in Section II of the Notice of Award applicable to this award are the version in effect at the time of award, unless the award is amended. Historical versions of 2 CFR 200 are available by clicking links at the top of the eCFR weblink in the Notice of Award.

Technical Monitors

The Technical Monitor for this award is: Jennie Franks.

Handling of environmental data and peer reviewed publications

1. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. 1,2
2. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
3. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy.
4. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by subrecipients and subcontractors.
5. Funding acknowledgment: Federal funding sources shall be identified in all scholarly publications. An Acknowledgments section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
6. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
7. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.
 - ☒ http://www.cio.noaa.gov/services_programs/IQ_Guidelines_103014.html
 - ☒ Failure to perform quality control does not constitute an excuse not to share data.
 - ☒ Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.

PCSRF Database System Progress Report Requirement

Project data must be entered into the PCSRF database within 30 days of project selection and the required data fields must be completed. Project data is to be updated in the database as project status changes or 30 days prior to submitting semi annual performance reports. Semi-annual progress reports are to be generated by and downloaded from the PCSRF database and then completed for submission by completing the narrative section and uploading the report into eRA Commons. All required data fields in the PCSRF database must be completed and reporting deficiencies must be rectified within 30 days of notice. The PCSRF database is accessible at <https://www.webapps.nwfsc.noaa.gov/apex/f?p=227:101>. Contact PCSRF program coordinator to request username/password to have access to the PCSRF database.

Infrastructure Investment and Jobs Act Requirement

Projects funded by the Infrastructure Investment and Jobs Act will be identified separately in the PCSRF database within 30 days of project selection. Project data is to be updated in the database as project status changes or 30 days prior to submitting semi annual performance reports.

Pacific Coastal Salmon Recovery Fund: Eligible Activities for Sub-recipients/Contracts

All work must adhere to the eligible activities as detailed in the data definitions for the PCSRF Project and Performance Metrics Database, found at <https://www.webapps.nwfsc.noaa.gov/j/Docs/PCSRF%20Data%20Dictionary%20ver%202004-08-13.xlsx>. All subawards/contracts must comply with all applicable OMB Circulars (or Uniform Guidance), Federal regulations and guidance, and terms of this award. In the event of any audit discrepancy, costs associated with such discrepancy shall be considered unallowable unless resolved. In the event an audit determines a disallowance of cost, such amount shall also be considered unallowable.

Limitation on Program Administration Costs

The States and Tribal Commissions/Consortia must not expend more than three percent of the direct federal funds for administrative expenses (reported as Program Administration in the PCSRF database). Administrative expenses are defined as all costs, including direct and indirect costs, incurred by the State or Tribal Commission/Consortium in administering this grant and managing the distribution of the PCSRF grant funds to sub-recipients, contractors, programs, or projects that undertake PCSRF activities. Administrative expenses include activities such as sub-agreement and contracts management and monitoring including site visits, accounting, program oversight, program support and overhead costs, and competitive funding allocation processes including the processing and administrative review of project applications and proposals. However, for the purposes of this grant, State or Tribal Commission/Consortia expenses for PCSRF data management and reporting, and the entry of project information into the PCSRF web-based project tracking data management database system (found at <https://www.webapps.nwfsc.noaa.gov/apex/f?p=228:101>), will not be considered within the administrative expenses when it is reported as developing or maintaining restoration data systems under Category B in the PCSRF database.

The three percent administrative cost limitation applies to the total federal costs at the end of the grant award. However, since the majority of the grants administration costs may occur prior to total disbursement of grant funds, the State or Tribal Commission/Consortium may draw down the three percent PCSRF administrative funds as needed anytime during the grant award period.

General Requirements for Land Acquisitions and Conservation Easements

The Recipient shall comply with all requirements set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions and 2 CFR 200, including 2 CFR 200.311, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA - 42 USC 4601 et seq., and implementing regulations

issued at 15 CFR Part 11 and 49 CFR 24).

1) Due Diligence

The Recipient will complete all necessary due diligence tasks, including those referenced below, unless NOAA determines the task is not necessary. No NOAA funds toward a land acquisition or conservation easement may be expended until the Recipient has collected the following documentation:

a. Appraisal

The Recipient shall commission an independent appraisal by a certified appraiser as set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR 24. Appraisals are to be prepared according to those requirements which establish fair market value of the property, including the Uniform Standards of Professional Appraisal Practice (USPAP) appraisal standard or the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA / Yellow Book) appraisal standard as applicable. The appraisal needs to have an effective date within one year prior to the date of acquisition. The purchase price of the real property/conservation easement should be based on the appraisal. Older appraisals or negotiated purchase prices above the appraised value may be acceptable upon consultation with NOAA.

b. Title

The Recipient shall ensure that the owner of the subject real property has marketable title free and clear of any liens or encumbrances that materially affect the value of the property.

c. Environmental Site Assessment

The Recipient shall commission an environmental site assessment. Based on its findings, the Recipient will determine whether additional and different field investigations are warranted.

d. Survey

The Recipient shall obtain a survey of the property in accordance with American Land Title Association/American Congress on Surveying and Mapping Minimum Standard Detail Requirements unless NOAA waives this requirement or determines the survey may be performed to lesser standards.

2) Notifications and Encumbrances

In accordance with 2 C.F.R. Part 200, the Recipient agrees that it will require the Subrecipient to preserve the Federal Government's interest in the property/conservation easement acquired by the Subrecipient pursuant to a subaward under this financial assistance award by executing and recording a Deed of Right to Use the Land for Salmon Recovery Purposes (hereinafter, the Deed), which shall be acceptable in form and substance to NOAA. The Deed shall run with the land and shall be recorded in the appropriate office for the recording of public records in the jurisdiction where the acquired property/conservation easement is located. The Deed shall constitute notice to all persons of any and all restrictions on title to and use of such property/conservation easement. Recipient will provide the NOAA Grants Officer with evidence, acceptable in form and substance to NOAA, that the Deed was properly recorded. NOAA may also require an opinion from Recipient's counsel that the Deed is valid and enforceable according to its terms and that there is no lien or other encumbrance superior to the Deed.

Under the terms of the Deed, the Subrecipient shall covenant that it holds title to the property/conservation easement in trust for the public purposes set forth in this financial assistance award to the Recipient. The Subrecipient shall covenant that it shall not use or allow any use of the property/conservation easement (including any part of it) or grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes set forth in this financial assistance award to the Recipient. The Subrecipient shall further covenant that any use of the acquired property/conservation easement that is inconsistent with salmon recovery purposes as set forth in this financial assistance award to the Recipient requires the Recipient's consent and prior written approval of the NOAA Grants Officer consistent with 2 C.F.R. Part 200, which shall be granted only to the extent permitted by law and upon consideration of the conditions set forth in the Deed. The Recipient and its subrecipients, and NOAA shall each have a separate and independent right to enforce the terms of the Deed.

3) NOAA Contribution

The Recipient must acknowledge and require subrecipients to acknowledge the contribution of NOAA in all communications with the media, the public, and in all related outreach (including signage). If signs are erected at the project location, NOAA should be acknowledged as contributing to funding.

4) Post-acquisition requirements

Evidence of Ownership: Upon closing, the Recipient shall secure a Title Policy or Attorney's Final Opinion on Title showing title to the property/conservation easement vested in the Subrecipient subject to no exceptions except those shown on the title binder or preliminary opinion provided to and approved by NOAA. Prior to award close-out, the Recipient shall provide to NOAA evidence of subrecipient ownership of the property, including Title Policy, Attorney's Final Opinion on Title, and Notice of Agreement.

Executive Order 14173: Ending Illegal Discrimination and Restoring Merit-Based Opportunity

This award term implements Executive Order 14173, 90 FR 8633 (Jan. 21, 2025), Ending Illegal Discrimination and Restoring Merit-Based Opportunity. By accepting this U.S. Department of Commerce financial assistance award,

the recipient:

- (1) agrees that compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of Title 31 United States Code; and
- (2) certifies to the Department that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Buy America Preference. Recipients of an award of Federal financial assistance from the Department of Commerce (Department) for a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

1. all iron and steel used in the project are produced in the United States this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
3. all construction materials are manufactured in the United States this means that all manufacturing processes for the construction material occurred in the United States. The construction materials standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- a. For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- b. For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered produced in the United States. Except as specifically provided, only a single standard should be

applied to a single construction material.

1. Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2. Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
3. Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4. Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
5. Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6. Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
7. Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8. Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers

When necessary, recipients may apply for, and the Department may grant, a waiver from these requirements.

To help federal agencies and recipients meet BABA requirements, the U.S. Department of Commerce, National Institute for Standards and Technology (NIST), Hollings Manufacturing Extension Partnership (MEP) National Network provides a service to connect stakeholders, including recipients, to U.S. manufacturers that have relevant production capabilities and capacities to help fulfill current market and supply chain needs. Recipients considering a BABA nonavailability waiver are strongly encouraged to contact the NIST/MEP for assistance with supplier scouting services prior to seeking a BABA nonavailability waiver. Further information on the NIST/MEP supplier scouting services is available at: <https://nist.gov/mep/supply-chain/supplier-scouting>.

When the Department has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the Department determines that:

applying the Buy America Preference would be inconsistent with the public interest (public interest waiver);

the types of 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); or

the 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).

A request to waive the application of the Buy America Preference must be in writing. The Department will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described on the Department's Build America, Buy America website found at <https://www.commerce.gov/oam/build-america-buy-america>.

Definitions

Buy America Preference means the domestic content procurement preference set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

Construction materials means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

1. The listed items are:

- i. Non-ferrous metals;
- ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- iii. Glass (including optic glass);
- iv. Fiber optic cable (including drop cable);
- v. Optical fiber;
- vi. Lumber;
- vii. Engineered wood; and
- viii. Drywall.

2. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

Infrastructure means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for 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; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

Infrastructure project means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

Manufactured products means:

1. Articles, materials, or supplies that have been:

- i. Processed into a specific form and shape; or
- ii. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

2. If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds

50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

Section 70917(c) materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

IMPLEMENTATION OF DOMESTIC SOURCING REQUIREMENT

Prior to initiation of any construction that may arise in this award, the Recipient is required to inform the NOAA Grants Officer and the Federal Program Officer whether it is using iron, steel, manufactured products, or construction materials as described in the Specific Award Condition in this award on Required Use of American Iron, Steel, Manufactured Products, and Construction Materials. In addition, the Recipient is required to inform the NOAA Grants Officer and the Federal Program Officer whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition. The Recipient is required to coordinate with NOAA regarding its compliance with this Term.

Matching Requirement

Since this award requires the Recipient to provide \$3,300,000 in project-related costs from non-Federal sources, the Recipient must maintain in its official accounting records an accounting of \$13,300,000.

STANDARD TERMS AND CONDITIONS

Performance Progress Report (Semi-Annual)

Project Progress Reports are due on a semi-annual basis, no later than 30 days following the end of each six (6) month period from the start date of the original award. A comprehensive final Project Progress Report is due within 120 days after the award expiration date and will include the last interim reporting period.