FUNDING OPPORTUNITY ANNOUNCEMENT (FOA)
FOA-RVKV-2017-0001
ANNOUNCEMENT OVERVIEW

FEDERAL AGENCY NAME: Air Force Research Laboratory (AFRL) Directed Energy (RD) and Space Vehicles (RV) Directorates

FUNDING OPPORTUNITY ANNOUNCEMENT TITLE: AFRL-NM Tech Transfer (T2) and Education Outreach (STEM) Partnership Intermediary Agreement (PIA)

FUNDING OPPORTUNITY ANNOUNCEMENT TYPE: Initial Announcement.

FUNDING OPPORTUNITY ANNOUNCEMENT NUMBER: FOA-RVKV-2017-0001

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER(S): 12.615 Research and Technical Assistance & 12.800 Air Force Defense Research Sciences Program

BRIEF PROGRAM SUMMARY: The AFRL Directed Energy Directorate (RD) and Space Vehicles Directorate (RV) are interested in receiving proposals under this announcement for multiple funding opportunities in support of the RD and RV Office of Research and Technology Applications (ORTA), herein referred to as AFRL-NM. These opportunities are for Partnership Intermediary Agreement(s) (PIAs) for two topic areas; 1) Technology Transfer (T2) and 2) Education Outreach (STEM). Innovative approaches to accomplish the objectives for these topic areas are of particular interest.

ANTICIPATED AGREEMENTS: AFRL-NM seeks to utilize multiple PIAs to achieve the objectives enumerated in Section I of the Funding Opportunity, Full Text Announcement for the two topic areas. As a ***baseline***, AFRL-NM anticipates entering into one ***baseline*** PIA for each of the two topic areas referenced above. The period of performance for the ***baseline*** PIAs is anticipated to be five (5) years. In addition to the ***baseline*** PIAs, AFRL-NM may enter into ***focused*** PIAs, to develop innovative practices, concepts and/or approaches for accomplishing some or all of the objectives under either of the topic areas. If a ***focused*** PIA is awarded, the anticipated period of performance could range from one (1) to five (5) years, depending on the proposed approach.

ESTIMATED AWARD VALUES: The value of each of the ***baseline*** PIAs is estimated to be $1.2M per year, for a period of 5 years ($6M total). ***Focused*** PIAs are anticipated to be valued at $100K-$300K. The total aggregate value of executed ***focused*** PIAs shall not exceed $8M. This funding profile is an estimate only and not a contractual obligation for funding. All funding is subject to change based on Government discretion and funds availability. Potential applicants should be aware that, due to unanticipated budget fluctuations, funding may change with little or no notice.

PROPOSAL SUBMISSION: Before submitting a proposal for either the *baseline* PIAs or a *focused* PIA, applicants shall first contact the Agreements Point of Contact (APOC) to determine eligibility and applicability. In addition, eligible applicants shall notify the APOC immediately upon submitting a proposal. Proposals shall comply with all the requirements stated in this FOA. Applicants planning on proposing to the ***baseline*** PIAs shall submit their proposal by **09 March 2017, not later than 1500 hours Mountain Standard Time (MST).** All questions or requests for clarifications are due in writing via email to the Agreements Officer or Agreements Specialist by 23 February 2017 not later than 1500 hours MST. Clarifications or questions may be posted to benefit all interested offerors. Please do not include any proprietary information in the clarification request or questions. Offerors are encouraged to periodically check the website during the response period for additional postings. For ***focused*** PIAs, proposals maybe submitted anytime during the five (5) year open FOA period, beginning with the date of publication of this FOA. All proposals for the PIAs, both ***baseline*** and ***focused,*** must be submitted electronically through the Government-wide electronic portal at http://www.Grants.gov. In addition to the electronic submission through Grants.gov, two paper copies must be submitted via US mail to the Agreements Specialist listed in Section 9 of the Full Text Announcement.

NOTICE TO APPLICANTS: Funds are not presently available for this effort. No agreement shall be made under this announcement until funds are available. The Government reserves the right to cancel the announcement, either before or after the closing date. In the event the Government cancels the announcement, the Government has no obligation to reimburse an applicant for any costs incurred.

TYPE OF AGREEMENTS: The Air Force reserves the right to enter into the type of agreement best suited to the nature of the effort proposed. However, it is anticipated that agreements awarded under this FOA will be cost-reimbursable PIAs, which requires a successful applicant to have an adequate accounting system for tracking and billing costs applicable to the agreement.

ELIGIBILITY INFORMATION: Only applicants that meet the criteria in 15 U.S.C. 3715 are eligible to submit proposals in response to this announcement. As per, 15 U.S.C. 3715, a "partnership intermediary" means an agency of a State or local government, or a nonprofit entity owned in whole or in part by, chartered by, funded in whole or in part by, or operated in whole or in part by or on behalf of a State or local Government, that assists, counsels, advises, evaluates or otherwise cooperates with small business firms or institutions of higher education as defined in section 1141(a) of Title 20, or educational institutions within the meaning of section 2194 of Title 10, United States Code, that need or can make demonstrably productive use of technology-related assistance from a Federal laboratory, including State programs receiving funds under cooperative agreements entered into under section 5121(b) of the Omnibus Trade and Competitiveness Act of 1988 (15 U.S.C. 2781 note).

THIS ANNOUNCEMENT CONSTITUTES THE ONLY SOLICITATION. Interested applicants **MUST** monitor http://www.Grants.gov in the event this announcement is cancelled, amended, or modified.

SYSTEM FOR AWARD MANAGEMENT (SAM): Unless exempted by 2 CFR §25.110 all applicants must 1) Be registered in the System for Award Management (SAM) prior to award; 2) Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or proposal under consideration by an agency; and 3) Provide its Duns and Bradstreet Data Universal Numbering System (DUNS) number in each application or proposal it submits to the agency. On-line registration instructions can be accessed from the SAM home page at http://www.sam.gov.

POINTS OF CONTACT:

APOC:

Primary: Gabe Mounce, Program Manager; gabriel.mounce.3@us.af.mil; phone: (505) 846-6079

Alternate: Eunsook Hwang, PhD, Program Manager; eunsook.hwang.1@us.af.mil; phone (505) 846-8721

BUSINESS/AGREEMENT POC:

Primary: Agreements Specialist: Julian Landavazo; julian.landavazo@us.af.mil; phone (505) 853-0071

Agreements/Grants Officer: Anne C. Green; anne.green.2@us.af.mil; phone (505) 846-5575

FUNDING OPPORTUNITY ANNOUNCEMENT (FOA)
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Alternate: Eunsook Hwang, PhD, Alternate Program Manager; eunsook.hwang.1@us.af.mil; phone (505) 846-8721

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FUNDING OPPORTUNITY DESCRIPTION

TOPIC AREA 1 – CFDA #12.615 Research and Technical Assistance

1) TECHNOLOGY TRANSFER (T2) OBJECTIVES:

a) Increase the likelihood of AFRL-NM success in conducting cooperative activities with small business, industry, educational institutions and other eligible participants

b) Support AFRL-NM in implementing the Tech Transfer program

Includes assisting AFRL-NM in developing, tracking, and reporting technology transfer activities for AFRL Space Vehicles and Directed Energy

c) Assist AFRL Space Vehicles and Directed Energy in forming and maintaining productive technology partnerships that further their core technologies

d) Identify technological assets and mechanisms available at AFRL-NM for technology transfer to small business and other eligible participants

e) Develop and document successful technology transfer activities to small businesses, educational institutions, state and local government agencies, and other eligible participants

f) Develop and implement a promotion and marketing plan for the effective technology transfer of AFRL-NM's technologies and to highlight collaborative activities to state and local governments, academia, and the private sector in accordance with applicable laws, directives and instructions

g) Facilitate innovative collaborative activities at AFRL-NM which includes but is not limited to:

i) Exchange of ideas among AFRL-NM personnel and between AFRL-NM personnel and state & local governments, academia, and the private sector in accordance with applicable laws, directives and instructions

ii) Transfer or exchange of technology with state and local governments, academia, and the private sector in accordance with applicable laws, directives and instructions

iii) Activities that spin-off, spin-on, or provide for dual use of technology that ensure the best possible use of national scientific and technical capabilities to enhance the effectiveness of DoD forces and systems

Note: A collaboration is not R&D activities, nor staff augmentation

h) Recommend technology transfer mechanisms and identify their value and limitations

Available mechanisms are described in the Federal Technology Transfer Legislation and Policy Green Book https://www.federallabs.org/Federal-Technology-Transfer-Legislation-and-Policy

i) Identify federal, state, and local government, university organizations, and private sector programs/organizations that foster small business development, interaction and provide technical assistance to businesses and educational institutions

j) Conduct Technical Application Assessments (TAA) of government and contractor developed technologies as requested by AFRL-NM

k) Recommend to AFRL-NM how best to employ Partnership Intermediary and Technology Transfer assets available within the DoD

l) Support AFRL-NM in training of AFRL-NM scientific, engineering and technical personnel in technology transfer mechanisms and to effectively understand and apply collaboration tools, techniques, and processes

m) Provide AFRL-NM with patent and intellectual property support and services

TOPIC AREA 2 – CFDA #12.800 Air Force Defense Research Sciences Program

1) EDUCATIONAL OUTREACH (STEM) OBJECTIVES:

a) Inspire future scientists and engineers by providing New Mexico students, including K through 12, hands-on Science, Technology, Engineering and Math (STEM) activities

b) Manage/operate the La Luz Academy and all of its existing programs

c) Assist AFRL NM in developing, planning, implementing and finding outside sponsorship for additions/expansions of the La Luz Academy programs

d) Facilitate AFRL NM in integrating the La Luz program with other Education Outreach/Recruitment and Professional Development Programs

e) Raise student STEM interest and knowledge by providing hands-on opportunities to explore these concepts as they relate to AFRL technologies

f) Generally, AFRL-NM's STEM program conducts activities reaching approximately 9,000 students per year

1) **DELIVERABLE ITEMS**

a) Interim Performance Reports: Quarterly or Semi-Annual

b) Annual Performance Reports

c) Financial (Reimbursement) Reports: Quarterly

d) Software: Specified in the individual agreement

e) Hardware: Specified in the individual agreement

f) Other: Specified in the individual agreement (i.e. Databases/information which were created/maintained for the performance of the effort)

2) **SCHEDULE**

a) Overall effort: Specified in individual agreement

b) Deliverable Items: Specified in individual agreement

c) Software: Specified in the individual agreement

d) Hardware: Specified in the individual agreement

3) **OTHER REQUIREMENTS**

a) Program security classification: Unclassified.

b) TEMPEST Requirements: Not Applicable

c) Export Control: None anticipated

d) The process your organization must complete includes obtaining a Dun and Bradstreet Data Universal Numbering System (DUNS) number (http://fedgov.dnb.com/webform) and registering with SAM (http://www.sam.gov). For more details, go to http://www.grants.gov/web/grants/applicants/organization-registration.html.

e) Your organization's E-Business POC, identified during SAM Registration, must authorize someone to become an Authorized Organization Representative (AOR). This safeguards your organization from individuals who may attempt to submit proposals without permission. Note: In some organizations, a person may serve as both an E- Business POC and an AOR.

4) **OTHER INFORMATION**

a) Government Furnished Property (GFP) availability: Anticipated but specified on the individual agreement

b) Base Support/ Network Access: Access to base facilities specifically for office and classroom space including the La Luz Academy located on base at Maxwell St. SE, Albuquerque, NM 87116.

c) Protection of Human Subjects: None anticipated

d) Cost sharing: Not anticipated

e) Foreign participation: Not anticipated

f) You may be ineligible for an agreement if all requirements of this announcement and any amendments are not addressed in your proposal.

5) **PROPOSAL/APPLICATION AND SUBMISSION INFORMATION**

In addition to the electronic copy submitted via www.grants.gov, submit two (2) copies (original and one copy) of your proposal to this office listed in Section 9 below. Applicants will be notified whether their proposal is recommended for an agreement, by letter or e-mail on or about 65 business days after proposal submission. The notification is not an issuance of an agreement. Proposals shall contain the following:

a) **Agreement/Management Volume**

i) This volume shall include a discussion of the nature and topic of the work to be completed for T2 or STEM and the overall approach to support AFRL-NM. Information on prior work in this area, descriptions of available equipment, data and facilities, and resumes of personnel who will be participating in this effort should be included in the proposal as an attachment. A Statement of Work (SOW), detailing the tasks to be accomplished under the proposed effort, suitable for agreement incorporation, not to exceed (NTE) 10 pages, single-sided, shall be included in the proposal as an attachment. Do not include any proprietary information in the SOW.

ii) If Government Furnished Property (GFP) is requested you are required to submit the following information in your proposal: A listing, with the descriptive noun, approximate value (if known) and item serial/identification number(s) of all Government property that the applicant or its subcontractors propose to use, as an attachment to the proposal. In addition if the Government property is accountable to another contract/award please identify the appropriate award.

iii) Page Limitation: The Agreement/Management Volume shall be limited to 20 pages single spaced, single sided, 8.5 by 11-inch pages. Select an easy to read font no smaller than 12 pitch fixed or proportional font size 10 or larger. Smaller type font may be used in figures and tables as long as it is clearly legible. The page limitation includes the text and all other information necessary to convey the nature and topic of the work to be completed, i.e., indices, photographs, pictures, foldouts (counted as 2 pages), figures and tables. The Government will not consider pages in excess of this limitation. Blank pages, title pages, tables of content, cover sheets, attachments (as specified in paragraphs "i" and "ii" above) and Representations and Certifications are NOT included in the page count for this volume. Please note: The Government will check the proposal for conformance to these requirements. Any pages in excess of the stated page limitation after the format check will not be considered.

b) **Budget/Business Volume**

The Budget/Business Volume shall be in accordance with the Budget Proposal Instructions (Attachment A) and is limited to 75 pages, single spaced, single sided, 8.5 by 11-inch pages. Select an easy to read font no smaller than 12 pitch or proportional font size of 10 or larger. Smaller type font may be used in figures and tables as long as it is clearly legible. The page limitation includes the text and all other information necessary to convey the business aspects for the proposed agreement and any information not technically related (i.e. quotes for material, supplies, sub-recipients, payroll data and rate information). Blank pages, table of contents, cover sheets, and attachments are included in the page count. In addition, identify and explain any technical data that will be delivered to the Government with less than unlimited rights. Please provide a Federal Rate Agreement if one is available.

c) Any questions concerning the Agreement/Management Volume or SOW preparation shall be referred to the APOC listed in announcement overview. Any questions concerning the Budget/Business Volume shall be referred to the Business/Agreement POC listed in the announcement overview.

6) **TREATMENT OF COSTS**

The cost of preparing proposals in response to this announcement is not considered an allowable direct charge to any resulting agreement or any other agreement, but may be an allowable expense to the normal bid and proposal indirect cost specified in 2 CFR § 200.400 - 415.

7) **PROPOSAL REVIEW INFORMATION**

a) **Evaluation Criteria**: The following criteria, which are listed in descending order of importance, shall be used to evaluate the proposal(s) and make recommendations for award. Individual proposals will be evaluated using the below evaluation criteria without regard to other proposals submitted under this announcement. No further evaluation criteria will be used to evaluate the proposals.

i) Innovative approach of the proposed work to meet the stated objectives.

ii) Technical/Operational understanding of the stated objectives being addressed.

iii) Primary public purpose/potential relationship of the proposed work to the DoD.

iv) Funds availability.

b) **Review and Selection Process:** The proposals will be evaluated based on the criteria stated above, utilizing a peer review process, and categorized as follows:

i) **Selectable:** Proposal demonstrates an innovative approach for the proposed work to meet stated objectives, technical/operational understanding of the stated objectives being addressed, and primary public purpose/potential relationship of the proposed work to the DoD. Selectable proposals, submitted by responsible applicants, are recommended for acceptance, subject to availability of funds. Proposals categorized as "Selectable" and recommended for award will be evaluated for cost realism and reasonableness as appropriate using 2 CFR 200, Subpart E, Cost Principles.

ii) **Not Selectable:** Proposal does not demonstrate innovative approaches to meet the stated objectives, does not demonstrate the technical/operational understanding of the stated objectives being addressed, or does not demonstrate a primary public purpose/potential relationship of the work to the DoD.

c) The Government reserves the right to select all, part, or none of the proposals received in response to this announcement, subject to the availability of funds.

8) **AGREEMENT ADMINISTRATION INFORMATION**

a) **Administrative and National Policy Requirements**

Federal statutes or Executive Orders that apply to Federal or DoD agreements include (Attachment C), but are not limited to:

i) Nondiscrimination (e.g., Title VI of the Civil Rights Act, Title IX of the Educational Amendments of 1972, Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, EO 11246, 42 USC 4151);

ii) Debarment and Suspension (Subpart C of 2 CFR part 180);

iii) Environmental Standards (e.g.,42 USC 7401, Clean Air Act and 33 USC 1251 Clean Water Act, EO 11738 and EPA rules as Subparts J of 40 CFR part 32);

iv) Drug Free Workplace (Drug Free Workplace Act of 1988);

v) Officials Not to Benefit (41 USC 22);

vi) Preference for US Flag Carriers (49 USC 41102 and 49 USC 40118);

vii) Military Recruiters (32 CFR § 22.520);

viii) Unpaid Delinquent Tax Liability Or A Felony Conviction (Sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235));

ix) Prohibition On Contracting With Entities That Require Certain Internal Confidentiality Agreements (Section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235))

9) **AGENCY CONTACTS**

Questions of a technical nature shall be directed to the Agreement Point of Contact (APOC), as specified below:

PRIMARY

Gabe Mounce, Program Manager
AFRL/RDMX
3550 Aberdeen Ave SE
Kirtland AFB, NM 87117-5776
Telephone: (505) 846-6079
Email: gabriel.mounce.3@us.af.mil

ALTERNATE

Eunsook Hwang, PhD, Program Manager
AFRL/RDMX
3550 Aberdeen Ave SE
Kirtland AFB, NM 87117-5776
Telephone: (505) 846-8721
Email: eunsook.hwang.1@us.af.mil

Questions of a business nature shall be directed to the Agreements Specialist, as specified below:

Julian I. Landavazo, Agreements Specialist
AFRL Det 8/RVKVE
3550 Aberdeen Ave. SE
Kirtland AFB, NM 87117-5776
Telephone: (505) 853-0071
Email: Julian.Landavazo@us.af.mil

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10) **OMBUDSMAN**

An ombudsman has been appointed to hear and facilitate the resolution of concerns from recipients, potential recipients, and others for this requirement. When requested, the

ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the Program Officer, Agreements Officer, or Approving Official. Further, the ombudsman does not participate in the evaluation of proposals, the agreement process, or the adjudication of protests or formal disputes. The ombudsman may refer the party to another official who can resolve the concern. Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Agreements Officer for resolution.

If resolution cannot be made by the Agreements Officer, concerned parties may contact the AFRL ombudsmen: AFRL Ombudsman is Kimberly L. Yoder, AFRL/PK, 937-255-4967, email: kimberly.yoder@us.af.mil.

Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Agreements Officer.

11) **OTHER INFORMATION**

a) **Support Contractors:** Only Government employees will evaluate the proposals for selection. Applicants are advised that employees of commercial firms under contract to the Government may be used to administratively process proposals, monitor contract performance, or perform other administrative duties requiring access to other contractors' proprietary information. These support contracts include nondisclosure agreements prohibiting their contractor employees from disclosing any information submitted by other contractors or using such information for any purpose other than that for which it was furnished. Any objection to administrative access must be in writing to the Agreements Officer and shall include a detailed statement of the basis for the objection.

b) **Communication:** Dialogue between prospective applicants and Government representatives is encouraged. Discussions with any of the points of contact shall not constitute a commitment by the Government to subsequently fund any proposed effort. Only Agreements Officers are legally authorized to commit the Government.

c) **Wide Area Work Flow Notice:** Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. To facilitate this effort for Universities and Nonprofit Organizations with agreements administered by the Office of Naval Research (ONR) Regional Offices, DoD has established the ONR Electronic Payment System (PayWeb) https://onronline.onr.navy.mil/payweb/, as an initial entry point to WAWF. If the recipient participates in the PayWeb system, the recipient shall submit an electronic request for payment to the Administrative Agreements Officer (AGO) at the Administrative Office on page 2 of the agreement (see the Model PIA, Attachment B), using the standard PayWeb processes.

Participation in the PayWeb system requires the recipient to obtain an External Certificate Authority (ECA) certificate from an approved Certificate Authority for access. Operational Research Consultants (ORC)(https://www.eca.orc.com) and VeriSign (https://www.verisign.com/gov/ieca) are approved ECA Authorities. If you have questions or require technical assistance in implementing your certificate, contact the Navy PKI Help Desk at 1-800-304-4636. The recipient shall Contact the AGO at the Administrative Office on page 2 of the agreement for instructions on how to register and use WAWF and PayWeb.

Electronic submission of payment requests requires the recipient to register in WAWF and have the appropriate CAGE code activated. Please note that each recipient must be registered in SAM and have an Electronic Business Point of Contact (EBPOC) set up to approve new registrations within their Institution. Electronic Business Point of Contact (EBPOC) is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once the recipient's CAGE Code is activated, the CCR EBPOC will self-register in WAWF (https://wawf.eb.mil) and follow

the instructions for a group administrator. The ONR Regional Offices will assist in this process. The ONR Regional Office is listed as the Administrative Office on page 2 of the agreement.

12) **PROPERTY**

Any agreement resulting from this announcement may contain articles for governing management and disposition of property as contained 2 CFR § 200.310 – 316.

13) **STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS**

2 CFR §200.300-309 is hereby incorporated by reference.

14) **PROPOSAL CONTENT CHECKLIST**

a) You may be ineligible for an agreement if all requirements of this announcement are not met.

i) Proposals are due to the specified point of contact.

ii) Proposal page limits are strictly enforced.

iii) Completed Representations and Certifications.

iv) The Proposal must be submitted in the format specified.

v) The Budget/Business Volume must contain all information described in Section 5, Paragraph b, Budget/Business Volume.

vi) For any subcontracts or subawards proposed, the Budget/Business Volume must contain a subcontractor analysis IAW 2 CFR §200.318-326.

vii) The Budget/Business Volume: applicants are advised that the Model PIA (Attachment B) is a model and maybe changed/updated. Depending on the specific circumstances of the agreement award articles may be added, deleted or tailored. Any additions or deletions will be discussed with the applicant prior to entering into an agreement.

15) **ATTACHMENTS**

a) Attachment A – Budget Proposal Instructions – Assistance Instruments
b) Attachment B – Model Partnership Intermediary Agreement
c) Attachment C - **CERTIFICATIONS FOR APPLICATIONS FOR FEDERAL ASSISTANCE (GRANTS AND COOPERATIVE AGREEMENTS)** (Current as of Dec 2016)

BUDGET PROPOSAL INSTRUCTIONS

Assistance Instruments

DET 8 AFRL/RVK
3550 ABERDEEN AVE SE
KIRTLAND AFB, NM 87117

1. GENERAL INSTRUCTIONS:

A. Provide complete responses to the attached Contractor Information document for the **Recipient and each Subrecipient.** If preferred by the offeror, the responses to the information requested may be provided on a similar form or listed on the first page of the budget proposal. (Attachment 1)

B. Indicate whether Government approval of respective accounting, estimating, and purchasing systems have been obtained. If so, provide evidence of such approval.

C. Round all dollar amounts to the nearest dollar. Round all labor rates to the nearest penny.

D. Furnish Tables 1 thru 4 (sample tables are at paragraph 3 below), or in the contractor's format containing the information outlined in these instructions, for the entire performance period (supported by rationale required by paragraph 2) in hard copy and on CD as IBM PC compatible, Microsoft Excel, to include all cell formulas. Include a separate Cost Element Summary by Offeror Fiscal Year (OFY), for each contract line item (CLIN), for the basic and each option or task order as proposed. (For purposes of these instructions, CLIN refers to contract line items that are required to be priced separately.)

E. **Provide all budget summaries by OFY.**

2. PROPOSED COST ELEMENTS:

The detail required for each major cost element is described below. Address all cost elements applicable to the proposed effort and provide a narrative to support the basis of estimate. Explain the basis of estimate **for each cost element** to include the basis for proposed rates. As applicable, provide the following information for each cost element. If a portion of the required information is not applicable for a particular cost element, so state.

A. DIRECT COSTS:

(1) **DIRECT LABOR:**

(a) As part of Table 1, list the proposed base, rates, and calculated amounts for each direct labor category by OFY, by CLIN. If separately priced CLINs apply, also include a roll-up to Total Program Summary.

(b) As part of the basis of estimate narrative, provide rationale for proposed hours and labor mix. Identify staffing requirements by each position title and brief description of duties. Explain how the proposed labor hour skill mix has been derived.

(c) Provide the base labor rates for each category. If composite or blended rates are used, provide the calculations used in deriving the composite rates. Identify the source of the proposed rates. If applicable, identify the proposed escalation factors applied to future estimates and rationale for the proposed factors. Submit source data for proposed direct labor rates. If evidence of a negotiation agreement, or recently audited direct labor are not available for submission, submit the following source data listed in order of preference, current payroll data, or signed employee agreements, or salary survey, etc. to support proposed direct labor.

(d) If salaries vice hourly rates are proposed, please list the annual salary of each position, percentage of time and number of months devoted to the project. (e.g., Program Director: $30,000/year x 25% x 8.5 months; calculation: $30,000/12 = $2,500 x 25% x 8.5 months = $5,312.). The same level of detail required in paragraph 2A(1)(c) above still applies.

(2) **SUBCONTRACTS/INTER-ORGANIZATIONAL TRANSFERS (IOTs):**

NOTE: Highly recommend the recipient provide these budget proposal instructions to all subrecipients. Fully disclosed Subrecipient/IOT proposals are required for ALL subrecipients (including Tables 1 thru 4), and are due by the closing date identified in this solicitation.

It is especially important that adequate data on subrecipients be provided. Rates are particularly important. Note that the absence of adequate data on subrecipients is a frequent source of a recipient's inadequate proposal and avoidable delay in contract award.

(a) As part of Table 1, list each subrecipient/IOT cost separately by OFY by CLIN.

(b) Provide a list of anticipated subrecipients/IOTs using Table 2.

(c) Explain the services to be provided by the subrecipient.

(d) OMB Circulars A-110 and A-102 as implemented by DoDGARs establish procurement standards for covered recipients. The standards include requirements to compete procurements whenever practical, conduct a cost analysis, and award to the most advantageous offer, cost, quality and other factors considered. Provide evidence of compliance with the referenced Circulars.

(3) **CONSULTANTS:**

(a) Consultants hired to assist with the program, which do not receive benefits, should be included under other direct costs. If the recipient proposes the use of consultants, provide the following FOR EACH NAMED CONSULTANT:

(1) The specific project or area in which such services are to be used.

(2) Identification of all cost elements included in the consultant's costs. (i.e.: number of hours, the consultant's rate per hour, plus a detailed explanation of any costs that would be charged over and above labor costs
(3) A signed consulting agreement between the recipient and the consultant

(b) In those cases where a consultant IS NOT NAMED but the recipient realizes a need will exist, support the proposed daily rate by supplying a basis of estimate.

(4) **MATERIALS/ EQUIPMENT/ SUPPLIES:**

(a) As part of Table 1, list material/equipment costs by OFY by CLIN. Using Table 4, provide a consolidated priced summary of individual quantities and the basis for pricing by OFY, by CLIN. As part of the basis of estimate narrative, provide information regarding the rationale/methodology used to derive the proposed estimate.

(b) Include raw materials, parts, components, assemblies, etc., to be produced or performed by others. Equipment is defined as having a per unit cost of $5,000 and a service life of more than one year. If the item meets these criteria then all federal procurement policies and procedures must be followed. If an item does not meet these criteria it is considered a supply. List items separately using unit costs (and the percentage of each unit cost being charged to the Government) for photocopying, postage, telephone/fax, printing, and office supplies (for example, Telephone: $50/month x 50% = $25/month x 12 months).

(c) For those assistance awards where the procurement standards of the DoDGARs apply, state whether the cognizant field administration office (CFAO) has reviewed the intended recipient's procurement system. If the CFAO has found the recipient to be in compliance with the DoDGARs requirements, provide evidence of such finding, otherwise if the procurement meets any of the conditions at DoDGARs 32.44(e) and 34.31(b), provide copies of supporting documentation (Purchase Orders, Vendor Quotes, Invoice Prices, Catalog Prices, or Historical Information) to substantiate a MINIMUM of 70% of the proposed material/equipment/supply costs.

Specifically, provide supporting documentation for the highest unit prices.

(5) **OTHER DIRECT COSTS (ODCs):**

As part of Table 1, list ODC costs by OFY by CLIN. The inclusion of each should be justified in the budget narrative. A-133 audit costs can be included if they are not part of the indirect pool and only the portion of the cost associated with this program can be included.

(a) **ODCs - Travel**

i. Identify the following information for each trip: location of origin and destination; number of travelers; duration; airfare cost; rental car cost; per diem (meals and lodging) cost; any other costs.
ii. As part of Table 1, list travel costs by OFY by CLIN. Using Table 3, separately identify costs for travel. Note that Table 3 is a summary format and may be expanded to include more detailed travel rate information and calculations.

(b) **ODCs - Other**

i. Using Table 4, identify and provide a detailed description of any other direct costs that do not fit into the ODC categories above, including the basis for determining those costs (e.g., vendor quotes, catalog pricing data, company estimating procedures, etc.).
ii. Provide an explanation/rationale for all other proposed ODCs.

(c) For those assistance awards where the procurement standards of the DoDGARs apply, state whether the cognizant field administration office (CFAO) has reviewed the intended recipient's procurement system. If the CFAO has found the recipient to be in compliance with the DoDGARs requirements, provide evidence of such finding, otherwise if the procurement meets any of the conditions at DoDGARs 32.44(e) and 34.31(b), provide copies of supporting documentation for proposed ODCs.

B. INDIRECT COSTS

(1) As part of Table 1, list the proposed base, rate/factor and calculated amount for each indirect cost by OFY, by CLIN.
(2) As part of the basis of estimate narrative, identify all indirect cost rates/factors and the applicable allocation bases.
(3) Identify the basis of proposed rates (e.g., rate agreement, actual rates and effective date, etc.). Submit source data for all proposed indirect rates. If evidence of negotiated or approved rates, or recently audited indirect rates are not available for submission, submit the following source data in order of preference, budgetary data to include details of the indirect rate cost pools, or supporting historical trend data.
(4) If recipient is subject to full CAS coverage and is proposing FCCOM, submit a properly executed DD Form 1861. Provide the basis for proposed percentage of land buildings and equipment.
(6) **Note: Normally, neither G&A nor COM can be applied to costs that are included in the recipient's Independent Research and Development account.**

C. NEW MEXICO GROSS RECEIPTS TAX (NMGRT):

(1) It is anticipated that NMGRT costs will **NOT** apply to this effort. Effective 1 January 2016 and prior to 1 January 2021, the New Mexico Taxation and Revenue Department (TRD) has implemented a Gross Receipts Tax deduction for R&D efforts (reference Gross Receipts and Compensating Tax Act 3.2.218 NMAC page 385, http://www.tax.newmexico.gov/recent-regulation-changes.aspx).

(2) For assistance in determining the extent to which NMGRT may or may not apply and applicable rates, contact the New Mexico Taxation and Revenue Department, 5301 Central Ave., NE, PO Box 8485, Albuquerque, NM 87198, (505) 841-6200, http://www.tax.newmexico.gov/Businesses/gross-receipts.aspx.

3. SAMPLE COST PROPOSAL TABLES (Revise to comply with established accounting practices.):

A. Table 1 (Sample): Cost Element Summary. If applicable, list each Subrecipient and IOT separately.

SAMPLE Table 1 - COST ELEMENT SUMMARY

	OFY YYYY (DD MMM YYYY – DD MMM YYYY)			OFY YYYY (DD MMM YYYY – DD MMM YYYY)			TOTAL PROPOSED	
COST ELEMENT	BASE	RATE	AMOUNT	BASE	RATE	AMOUNT	BASE	AMOUNT
Direct Labor								
Labor Category #1	1,200.0	$ 20.00	$ 24,000	1,200.0	$ 20.00	$ 24,000	2,400.0	$ 48,000
Labor Category #2	2,400.0	$ 30.00	$ 72,000	2,400.0	$ 30.00	$ 72,000	4,800.0	$ 144,000
Labor Category #3	600.0	$ 40.00	$ 24,000	600.0	$ 40.00	$ 24,000	1,200.0	$ 48,000
TOTAL DIRECT LABOR	**4,200.0**		**$ 120,000**	**4,200.0**		**$ 120,000**	**8,400.0**	**$ 240,000**
Labor Overhead	$ 120,000	50.00%	$ 60,000	$ 120,000	50.00%	$ 60,000	$ 240,000	$ 120,000
Fringe	$ 180,000	20.00%	$ 36,000	$ 180,000	20.00%	$ 36,000	$ 360,000	$ 72,000
SUBTOTAL LABOR			**$ 216,000**			**$ 216,000**		**$ 432,000**
Subrecipients – IOTs			$ 200,000			$ 200,000		$ 400,000
Material			$ 100,000			$ 100,000		$ 200,000
Material Overhead	$ 100,000	3.00%	$ 3,000	$ 100,000	3.00%	$ 3,000	$ 200,000	$ 6,000
ODC - Travel			$ 8,000			$ 8,000		$ 16,000
ODC - Consultants	600.0	$ 100.00	$ 60,000	600.0	$ 100.00	$ 60,000	1,200.0	$ 120,000
ODC - Other			$ 3,000			$ 3,000		$ 6,000
SUBTOTAL			**$ 590,000**			**$ 590,000**		**$ 1,180,000**
F&A or G&A	$ 590,000	10.00%	$ 59,000	$ 590,000	10.00%	$ 59,000	$ 1,180,000	$ 118,000
SUBTOTAL			**$ 649,000**			**$ 649,000**		**$ 1,298,000**
FCCOM - Overhead	$ 120,000	1.00%	$ 1,200	$ 120,000	1.00%	$ 1,200	$ 240,000	$ 2,400
FCCOM - G&A	$ 590,000	0.10%	$ 590	$ 590,000	0.10%	$ 590	$ 1,180,000	$ 1,180
TOTAL COST			**$ 650,790**			**$ 650,790**		**$ 1,301,580**
NMGRT - Kirtland AFB	$ 606,048	6.2500%	$ 37,878	$ 606,048	6.2500%	$ 37,878	$ 1,212,210	$ 75,756
NMGRT - Albuquerque	$ 41,815	7.0000%	$ 2,927	$ 41,815	7.0000%	$ 2,927	$ 83,630	$ 5,854
NMGRT - Out-of-State	$ 2,927	5.1250%	$ 150	$ 2,927	5.1250%	$ 150	$ 5,854	$ 300
TOTAL COST + NMGRT			**$ 691,745**			**$ 691,745**		**$ 1,383,490**

B. TABLE 2 (Sample): SUBRECIPIENTS/IOTs & CONSULTANTS

SAMPLE Table 2 - PRICE SUMMARY for SUBRECIPIENTS / IOTs & CONSULTANTS

NAME	TASKS	TYPE	QUOTED PRICE	RECIPIENT's EVALUATED COST	DIFFERENCE	% of WORK
TOTALS			**$ -**	**$ -**		**0.00%**

C. TABLE 3 (Sample): TRAVEL

SAMPLE Table 3 - Travel											
OFY	From	To	Purpose	No. Trips	No. Tvlrs	No. Days	Per Diem	Lodging	Rental Car	Airfare	Total
YYY1											
YYY1											
										YYY1 Subtotal:	$ -
YYY2											
YYY2											
										YYY2 Subtotal:	$ -
										TOTAL TRAVEL:	$ -

D. Table 4 (Sample):MATERIALS/EQUIPMENT/SUPPLIES & ODCs (other than Travel & Consultants)

SAMPLE Table 4 -MATERIALS/EQUIPMENT/SUPPLIES & OTHER ODCs								
MATERIALS								
Item	OFY	Description	Qty	Unit Price	Total Price	Vendor/Source	Basis of Estimate	Totals
1	YYY1							
3	YYY1							
4	YYY1							
5	YYY1							
6	YYY1							
7	YYY1							
							OFY YYY1 Subtotal:	$ -
8	YYY2							
9	YYY2							
10	YYY2							
11	YYY2							
12	YYY2							
							OFY YYY2 Subtotal:	$ -
							Total MATERIALS Proposed:	**$ -**
ODCs								
Item	OFY	Description	Qty	Unit Price	Total Price	Vendor/Source	Basis of Estimate	Totals
1	YYY1							
3	YYY1							
4	YYY1							
5	YYY1							
6	YYY1							
7	YYY1							
							OFY YYY1 Subtotal:	$ -
8	YYY2							
9	YYY2							
10	YYY2							
11	YYY2							
12	YYY2							
							OFY YYY2 Subtotal:	$ -
							Total ODCs Proposed:	**$ -**

RECIPIENT INFORMATION

1. SOLICITATION / CONTRACT/ MODIFICATION NO. /BAA NUMBER			2. RECIPIENT's FISCAL YEAR (OFY):	
3. NAME AND ADDRESS OF RECIPIENT (Include ZIP Code)	4A. NAME AND TITLE OF RECIPIENT'S POINT OF CONTACT		4B. TELEPHONE NO.	
	5A. ASSISTANCE INSTRUMENT TYPE:		5B. TYPE OF ACTION:	
	6. DUNS NUMBER		7. CAGE CODE	
	8A. PERFORMANCE START DATE:		8B. PERFORMANCE END DATE	
9. PLACE OF PERFORMANCE	10. PROPOSED COST (A + B = C)			
	A. TOTAL COST $	B. NMGRT $	C. TOTAL COST + NMGRT $	

11. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING

11A. DEFENSE CONTRACT **AUDIT** AGENCY (DCAA) or Govt Contract Audit Ofc	11B. DEFENSE CONTRACT **MANAGEMENT** AGENCY (DCMA) or Cognizant Field Admin Ofc
12. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY THE PERFORMANCE OF THIS WORK? (If "yes," identify in proposal) ☐ YES ☐ NO	13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31, COST PRINCIPLES? (If "No," explain in proposal) ☐ YES ☐ NO

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB (If "No," explain in proposal) ☐ YES ☐ NO	B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT REGULATIONS? (CASB DB-1 OR 2)? (If "Yes," specify in proposal the office to which submitted, and if determined to be accurate.) ☐ YES ☐ NO
C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) ☐ YES ☐ NO	D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) ☐ YES ☐ NO

This proposal complies with the cost proposal instructions. If support data are required, this proposal reflects our estimates and/or actual costs as of this date. By submitting this proposal, we grant the Grant/Agreements Officer or authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

15. NAME AND TITLE	16. NAME OF RECIPIENT	
17. SIGNATURE		18. DATE OF SUBMISSION

NOTE: Text can be added to an Adobe Acrobat Pro PDF file by using Tools, Content, Add or Edit Text Box.

Partnership Intermediary Agreement

Between

The United States Of America

AF RESEARCH LABORATORY (DET 8)
3550 ABERDEEN AVE SE
KIRTLAND AFB, NM 87117-5776

and

INSERT RECIEPINT NAME

INSERT RECIPIENT ADDRESS

INSERT RECIPIENT CAGE:

Concerning

Air Force Research Laboratory (AFRL) Phillips Research Site (PRS)
Directed Energy (RD) and Space Vehicles (RV)

Agreement No.: FA945X-X-XXXX

Total Amount of the Agreement: TBD

Government share: N/A

Recipient share: N/A

Authority: 15 USC 3710, 15 USC 3715, 10 USC 2193b, and 10 USC 2194

Effective Date: TBD

Catalog of Federal Domestic Assistance number: 12.615 or 12.800

Notice:

For

_____

Name:
Title:

For the United States of America

_____

Agreements Officer

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MODEL PIA

PERIOD OF PERFORMANCE
XX Months (DD MMM YYYY through DD MMM YYYY) for Technical Completion Plus 3 Months (through DD MMM YYYY) for Final Performance Report

A. Government representatives:

DELIVERY/SHIPMENT ADDRESSES:

AFRL Program Manager:
AFRL/(Insert Program Manager Office Symbol)
Attn: (Insert Program Manager Name)
3550 Aberdeen Ave SE
Kirtland AFB NM 87117-5776
Mark For: (Insert PIA number)

AFRL Grants/Agreements Officer:
AFRL Det 8/RVKVE
Attn: (Insert Grants/Agreements Officer Name)
3550 Aberdeen Ave SE
Kirtland AFB, NM 87117-5776
Mark For: (Insert PIA number)

Administrative Agreements Office:
Office of Naval Research
TBD
Mark For: (Insert PIA number)

Agreement Payment Office
DFAS Columbus AF Entitlements
(TBD)
Mark For: (Insert PIA number)

B. Recipient representatives:

Program Manager:
TBD

Business Point of Contact:
TBD

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ATTACHMENTS	PGS	DATE	TITLE
ATTACHMENT 1	16	15 SEP 2015	TERMS AND CONDITIONS
ATTACHMENT 2	TBD	TBD	STATEMENT OF WORK (SOW)
ATTACHMENT 3	TBD	TBD	AGREED TO BUDGET

MODEL PIA

TABLE OF CONTENTS

PART 1 ADMINISTRATIVE INFORMATION
1.00 ADMINISTRATIVE REQUIREMENTS AND ORDER OF PRECEDENCE

PART 2 TERM
2.00 TERMINATION
2.01 TRAFFICKING IN PERSONS
2.02 ENFORCEMENT
2.03 MODIFICATIONS

PART 3 MANAGEMENT OF THE PROGRAM
3.00 TITLE TO PROPERTY
3.01 PROPERTY SYSTEM

PART 4 FINANCIAL MATTERS
4.00 INCREMENTAL FUNDING
4.01 PAYMENT-REIMBURSEMENT-WAWF (ONR)
4.02 PAYMENT-REIMBURSEMENT-WAWF (DCMA)
4.03 PROGRAM INCOME-RESEARCH
4.04 COST PRINCIPLES
4.05 STANDARDS FOR FINANCIAL MANAGEMENT
4.06 AUDIT REQUIREMENTS
4.07 RETENTION AND ACCESS TO RECORDS– ELECTRONIC FORMAT
4.09 REVISION OF BUDGETS AND PROGRAM PLANS – PRIOR APPOVALS AUTHORIZED

PART 5 CLAIMS, DISPUTES AND APPEALS
5.00 CLAIMS, DISPUTES, AND APPEALS

PART 6 INTELLECTUAL PROPERTY RIGHTS
6.00 INVENTIONS
6.01 DATA RIGHTS
6.02 EXPORT CONTROL

PART 7 TECHNICAL AND FINANCIAL REPORTING
7.00 INTERIM PERFORMANCE REPORTS
7.01 FINANCIAL REPORTS- REIMBURSEMENT
7.02 PUBLISHING PROJECT RESULTS
7.03 FINAL PERFORMANCE REPORT
7.04 REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

PART 8 MISCELLANEOUS PERFORMANCE ISSUES
8.00 PROCUREMENT SYSTEM
8.01 CLOSEOUT, ADJUSTMENT, CONTINUING RESPONSIBILITIES AND COLLECTION - REIMBURSEMENT
8.02 USING TECHNICAL INFORMATION RESOURCES
8.03 SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

PART 9 NATIONAL POLICY MATTERS AND ASSURANCES
9.00 MILITARY RECRUITING ON CAMPUS
9.01 ASSURANCES

1.00 ADMINISTRATIVE REQUIREMENTS AND ORDER OF PRECEDENCE (MAR 2015)

(a) This award is governed by the guidance in 2 Code of Federal Regulations (CFR) part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as modified and supplemented by the Department of Defense's (DoD) interim implementation found at 2 CFR part 1103, "Interim Grants and Cooperative Agreements Implementation of Guidance in 2 CFR part 200" (79 FR 76047, December 19, 2014), all of which are incorporated herein by reference. Provisions of Chapter I, Subchapter C of Title 32, CFR, "DoD Grant and Agreement Regulations," other than parts 32 and 33, continue to be in effect and are incorporated herein by reference, with applicability as stated in those provisions.

(b) In the event of a conflict between the terms of this agreement and other governing documents, the conflict shall be resolved by giving precedence in descending order as follows:

(1) Federal statutes

(2) Federal regulations

(3) 2 CFR part 200, as modified and supplemented by DoD's interim implementation found in 2 CFR part 1103

(4) Award-specific terms and conditions

(5) Attachments to this award, if any

(c) In case of disagreement with any requirements of this award, the recipient shall contact the grants officer in order to resolve the issue. The recipient shall not assess any costs to the award or accept any payments until the issue is resolved.

2.00 TERMINATION (MAR 2015)

(a) The grants officer may terminate this agreement by written notice to the recipient upon a finding that the recipient has failed to comply with the material provisions of this agreement.

(b) Additionally, this agreement may be terminated by either party upon written notice to the other party. Such written notice shall be preceded by consultation between the parties. If the recipient initiates the termination, written notification shall be provided to the grants officer at least 30 days prior to the requested effective date. The notification shall state the reasons for the termination, the requested effective date, and, if a partial termination, the portion to be terminated. If the grants officer determines, in the case of a partial termination, that the reduced or modified portion of the award will not accomplish the purpose for which the award was made, the grants officer may terminate the award in its entirety.

(c) The Government and the recipient will negotiate in good faith an equitable reimbursement for work performed toward accomplishment of program goals. The Government will allow full credit to the recipient for the Government share of the obligations properly incurred by the recipient prior to termination, and those non-cancelable obligations that remain after the termination. The cost principles and procedures described in the article entitled "Cost Principles" shall govern all costs claimed, agreed to, or determined under this article.

(d) If this agreement is incrementally funded, it may be terminated in the absence of additional government funding as set forth in the article entitled Incremental Funding.

(e) In the event of a termination, the Government shall have a paid-up Government purpose license in any subject invention, copyright work and data made or developed under this agreement.

(f) If this agreement is terminated, the Government has the rights identified in and the recipient shall comply with the article entitled Closeout, Adjustments, Continuing Responsibilities and Collection.

(g) Notwithstanding the above, for security or safety reasons or in the case of a serious breach that

could lead to irreparable damage, the grants officer may order immediate suspension of work, in whole or in part.

2.01 TRAFFICKING IN PERSONS (MAR 2015)

(a) Provisions applicable to a recipient that is a private entity.

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a)(1) of this award term through conduct that is either—

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by our agency at 2 CFR part 1125.

(b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph (a)(1) of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(1) of this award term through conduct that is either—

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by our agency at 2 CFR part 1125.

(c) Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this award term.

(2) Our right to terminate unilaterally that is described in paragraph (a)(2) or (b) of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph (a)(1) of this award term in any subaward you make to a private entity.

(d) Definitions. For purposes of this award term:

(1) ''Employee'' means either:

(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) ''Private entity'':

(i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and ''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2.02 ENFORCEMENT (MAR 2015)

In addition to the remedies identified in the article entitled Termination, the Government may use any of the remedies identified in 2 CFR § 200.338 when determined appropriate.

2.03 MODIFICATIONS (MAR 2015)

(a) Modifications to this agreement may be proposed by either party. Recipient recommendations for any modifications to this agreement shall be submitted in writing to the Government program manager before the desired effective date with a copy to the grants officer. The recipient shall detail the technical, chronological, and financial impact of the proposed modification to the program. Changes are effective only after the agreement has been modified. Only the grants officer has the authority to act on behalf of the Government to modify this agreement. If the Government agrees to the proposed modification without change, the grants officer may issue a modification unilaterally approving the request.

(b) The grants officer or administrative grants officer may unilaterally issue minor or administrative agreement modifications (e.g., changes in the paying office or appropriation data, changes to Government personnel identified in the agreement, etc.).

3.00 TITLE TO PROPERTY (MAR 2015)

Unless otherwise stated in the Award, title to personal property acquired with agreement funds shall vest in the recipient upon acquisition, except that supplies shall be managed in accordance with 2 CFR § 200.314. Title to real property shall vest in the recipient subject to conditions contained in 2 CFR § 200.311. The recipient shall dispose of real property in accordance with grants officer instructions issued pursuant to 2 CFR § 200.311.

3.01 PROPERTY SYSTEM (MAR 2015)

The recipient's property system shall meet the standards as set forth in 2 CFR § 200.310 - 316.

4.00 INCREMENTAL FUNDING (MAR 2015)

(a) In no event is the Government obligated to reimburse the recipient for expenditures in excess of the total funds allotted by the Government to this agreement. The Government anticipates that from time to time additional amounts will be allotted to this agreement by unilateral modification, until the total Government share is fully funded.

(b) If additional funds are not made available, this agreement may be terminated pursuant to the article entitled Termination. The recipient is not obligated to continue performance or otherwise incur costs in excess of the amount then allotted to the agreement by the Government or, if this is a cost sharing agreement, the amount then allotted by the Government to the agreement plus the recipient's corresponding share, until the grants officer notifies the recipient in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this agreement. When and to the extent that the amount allotted by the Government to the agreement is increased, any costs the recipient incurs before the increase that are in excess of the amount previously allotted by the Government or if this is a cost-sharing agreement, the amount previously allotted by the Government to the agreement plus the recipient's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the grants officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

4.01 PAYMENT-REIMBURSEMENT-WAWF (ONR) (MAR 2015)

(a) The recipient shall request payment by reimbursement by electronically submitting Standard Forms (SF) 270, Requests for Advance or Reimbursement, through Wide Area Work Flow (WAWF), https://wawf.eb.mil.

(b) The following codes will be required to route requests and emails correctly through WAWF.

AWARD NUMBER: FA945x-xx-x-xxx
TYPE OF DOCUMENT: NON PROCUREMENT INSTRUMENT (NPI) VOUCHER
CAGE CODE: [Insert Recipient's CAGE]
ISSUED BY DODAAC: FA945x
ADMIN DODAAC: [Insert ACO DODAAC]
GOVERNMENT PROGRAM MANAGER: [Insert PM name]
SERVICE ACCEPTOR OFFICE DODAAC: [Insert ACO DODAAC]
PAY OFFICE DODAAC: F03000
APPROVAL OFFICE DODAAC: [Insert ACO DODAAC]
SEND E-MAIL NOTIFICATIONS for completed SF 270/NPI VOUCHER: Program Manager@us.af.mil

(c) WAWF has been designated as the Department of Defense (DoD) standard for electronic invoicing and payment. To facilitate this effort for universities and non-profit organizations with awards administered by the Office of Naval Research (ONR) Regional Offices, DoD has established the ONR Electronic Payment System (PayWeb), https://onronline.onr.navy.mil/payweb/, as an initial entry point to WAWF. If the recipient participates in the PayWeb system, electronic requests for payment shall be submitted to the Administrative Grants Officer (AGO) at the Administrative Office in Block 12 of the award, using the standard PayWeb processes.

(d) Participation in the PayWeb system requires the recipient to obtain an External Certificate Authority (ECA) certificate from an approved certificate authority for access. Operational Research Consultants (ORC), http://www.eca.orc.com, and VeriSign, http://www.verisign.com/gov/ieca, are approved ECA authorities. Questions or requests for technical assistance in implementing certificates should be addressed to the Navy PKI Help Desk at 1-800-304-4636. The recipient shall contact the AGO at the Administrative Office in Block 12 of the award for instructions to register and use WAWF/ PayWeb.

(e) Electronic submission of payment requests requires the recipient to register in WAWF and have the appropriate CAGE code activated. The recipient's System for Award Management (SAM) Electronic Business Point of Contact (EBPOC) is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once the recipient's CAGE Code is activated, the CCR EBPOC will self-register in WAWF and follow the instructions for a group administrator. ONR Regional Offices will assist in this process. The ONR Regional Office is listed as the Administrative Office in Block 12 of the award.

(f) If the recipient does not participate in the ONR PayWeb system, payment requests may be submitted electronically via WAWF. The recipient shall contact the AGO at the Administrative Office in Block 12 of the award for instructions regarding registration in and use of WAWF.

(g) Recipients may also request reimbursement by submitting original SFs 270, Requests for Advance or Reimbursement, to the Administrative Grants Officer (AGO) with a copy to the AFRL Grants/Agreements Officer and AFRL Program Manager.

(h) Final payment will be made only after delivery and acceptance of the final report prepared in accordance with the article entitled Final Performance Report.

4.03 PROGRAM INCOME-RESEARCH (MAR 2015)

(a) Any program income earned shall be used in accordance with 2 CFR § 200.307 as follows:

(1) All program income earned during the project period shall be added to funds committed to the project by the Government and recipient organization and be used to further eligible program objectives.

(2) The recipient may deduct costs associated with generating program income from gross income to determine program income, provided these costs are not charged to the agreement.

(3) The recipient has no obligation to the Government for program income earned after the end of the project period.

(4) The recipient will have no obligation to the Government for program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks and inventions produced under the agreement.

4.04 COST PRINCIPLES (MAR 2015)

The cost principles applicable to this agreement are contained in 2 CFR 200, Subpart E, Cost Principles. 2 CFR 200 describes the cost principles for determining allowability of costs applicable to lower tier, cost type contracts or awards under this agreement shall be determined by type of entity receiving the lower tier contract or award.

4.05 STANDARDS FOR FINANCIAL MANAGEMENT (MAR 2015)

The recipient's financial management system shall comply with the standards identified in 2 CFR § 200.302.

4.06 AUDIT REQUIREMENTS (MAR 2015)

The recipient shall comply with the audit requirements of 2 CFR 200, Subpart F Audit Requirements. Subrecipient(s) shall comply with the audit requirements appropriate for the type of entity receiving the award as required.

4.07 RETENTION AND ACCESS TO RECORDS (MAR 2015) – ELECTRONIC FORMAT ALTERNATE

Recipient's financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained and access to them permitted in accordance with 2 CFR § 200.333. Copies in either electronic or computer format may be substituted for original records.

4.09 REVISION OF BUDGETS AND PROGRAM PLANS - PRIOR APPROVALS AUTHORIZED (APR 2015)

(a) The budget plan is the financial expression of the program as approved during the award process.

(b) The recipient shall obtain Grants Officer's prior written approval of the Government before making any of the following project changes:

(1) A change in scope or objectives of the project as stated in the approved application or approved modifications thereto, such as a change in the phenomenon under study, even if there is no associated budget revision.

(2) The absence or change of the Principal Investigator/Project Director (PI/PD). If the approved PI/PD severs connection with the recipient or otherwise relinquishes active direction of the project (either permanently or for a continuous period of more than 3 months or a 25 percent reduction in time devoted to the project), then the recipient shall either:

(i) Appoint a replacement PI/PD with Government approval; or

(ii) Obtain approval for a reduction of time devoted to the project; or

(iii) Relinquish the award (by mutual agreement in accordance with the article entitled Termination).

(3) The need for additional Federal funding. The maximum obligation of the Government to the recipient is the amount indicated in the Award as obligated by that agency. Nothing in this article or other articles of this agreement requires the awarding agency to make available any additional funds or limits its discretion with respect to the amount of funding to be provided for the same or any other purpose.

(4) The transfer, by contract or other means, of a significant part of the research or substantive programmatic effort, unless described in the approved application or approved modifications to the award. With its request for approval, the recipient shall submit a justification, a description of the scientific/technical impact on the project, and a budget estimate.

(5) Any extensions to this agreement.

(c) The recipient is authorized to do any one or more of the following:

(1) Incur pre-agreement costs 90 days prior to award. All pre-award costs are incurred at the recipient's risk (i.e., the Government is under no obligation to reimburse such costs if for any reason the recipient does not receive an award or if the amount of the agreement is less than anticipated and inadequate to cover such costs).

(2) Carry forward unobligated balances to subsequent funding periods. Any unobligated balance of funds which remains at the end of any funding period, except the final funding period of the project, shall be carried over to the next funding period, and may be used to defray costs of any funding period of the project in addition to the current year's funding. No separate or specific awarding agency prior approval is required to authorize use of the funds since the carryover of unobligated balances is automatic.

(d) The recipient shall provide revised budget information to the Government if there are any significant changes in the size or scope of the project or in the originally negotiated total estimated cost for the project period.

5.00 CLAIMS, DISPUTES, AND APPEALS (MAR 2015)

(a) General. Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this article. Department of Defense (DoD) policy is to resolve issues through discussions and mutual agreement at the grants officer's level prior to submission of a claim. Where unassisted negotiations fail to resolve issues in controversy, the parties agree to consider the use of Alternative Dispute Resolution (ADR) procedures to the maximum extent practicable.

(b) Alternative Dispute Resolution. ADR should be used whenever practicable as a relatively inexpensive and expeditious procedure to resolve issues in controversy. ADR is any mutually agreed to

voluntary means of settling issues in controversy without resorting to formal administrative appeals or litigation. ADR techniques shall be mutually agreed to and may be used at any appropriate time during the process.

(c) Claims Resolution Process. When a claim cannot be resolved by the parties, the parties agree to use the procedures identified in 2 CFR 22.815 as the administrative process to resolve claims, disputes and appeals. For purposes of this article the Grant Appeal Authority will be the applicable AFRL Technology Director.

(d) Non-exclusivity of Remedies. Nothing in this article is intended to limit a recipient's right to any remedy under the law.

6.00 INVENTIONS (MAR 2015)

(a) The clause entitled Patent Rights (Small Business Firms and Nonprofit Organizations, (37 CFR 401.14(a)) is hereby incorporated by reference and is modified as follows: replace the word "contractor" with "recipient"; replace the words "agency," "Federal Agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "agreement"; delete paragraphs (g)(2), (g)(3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1). Paragraph (l), Communications, point of contact on matters relating to this clause will be the servicing Staff Judge Advocate's office.

(b) Interim or final Invention Reports 1) listing subject invention(s) and stating that all subject inventions have been disclosed, or 2) stating that there are no such inventions, shall be sent to both the Administrative Grants Officer at the address located in the agreement with a courtesy copy (cc:) to the government Program Manager/Project Manager. Please include in the subject line of the e-mail the contract number followed by the words "Invention Reporting." Also include in the body of the e-mail the names of the Government Project Engineer/Program Manager and his/her office symbol. The recipient shall file Invention (Patent) Reports on the DD Form 882, Report of Inventions and Subcontracts, as of the close of each performance year and at the end of the term for this agreement. Annual reports are due 90 days after the end of each year of performance and final reports are due 90 days after the expiration of the final performance period. Negative reports are also required annually.

(c) The DD Form 882 may also be used for the notification of any subaward(s) for experimental, developmental or research work which contain a "Patent Rights" clause, with a cc: to the government Program Manager/Project Manager.

(d) All other notifications (e.g., disclosure of each subject invention to the grants officer within 2 months after the inventor discloses it) shall also be sent to the e-mail address above, with a cc: to the government Program Manager/Project Manager.

(e) This provision also constitutes the request for the following information for any subject invention for which the recipient has retained ownership: 1) the filing date, 2) serial number and title, 3) a copy of the patent application and 4) patent number and issue date. Submittal shall be to the grants officer with a cc: to the government Program Manager/Project Manager.

6.01 DATA RIGHTS (MAR 2015)

(a) All rights and title to data, as defined in 48 CFR 27.401, generated under this agreement shall vest in the recipient.

(b) The recipient hereby grants to the U.S. Government a royalty free, world-wide, nonexclusive, irrevocable license to use, modify, reproduce, release, perform, display or disclose any data for Government purposes.

(c) The recipient is responsible for affixing appropriate markings indicating rights on all data delivered under the agreement. The Government will have unlimited rights in all data delivered without markings.

(d) The recipient shall include this article, suitably modified to identify the parties, in all lower tier

contracts and awards, regardless of tier, for experimental, developmental, or research work.

6.02 EXPORT CONTROL (MAR 2015)

(a) Access to the technology developed under this agreement by foreign firms, institutions or individuals shall be controlled by the recipient under applicable U.S. export control laws.

(b) The recipient shall receive the grants officer approval before assigning or granting access to any work, equipment, or technical data generated or delivered under this agreement to foreign persons or their representatives. The notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access.

7.00 INTERIM PERFORMANCE REPORTS (MAR 2015)

(a) Recipients shall submit Interim Performance Reports in accordance with this article and 2 CFR § 200.328. The recipient may submit reports in electronic form.

(b) Content: Reports shall detail technical progress to date and report on all problems, technical issues, or major developments that arose during the reporting period. The reports shall discuss each of the topics listed below:

(1) A comparison of actual accomplishments with the goals and objectives established for the period, the findings of the investigator, or both.

(2) Reasons why established goals were not met, if appropriate.

(3) Other pertinent information including analysis and an explanation of cost overruns.

(c) Submission: The recipient shall submit Interim Performance Reports quarterly within 30 days after completion of the reporting period throughout the term of the agreement. The first period begins on the effective date of the agreement. Submission via unencrypted or unsecure email is not permitted. The recipient shall submit one copy of the Interim Performance Report to:

(1) Administrative Grants Officer;

(2) AFRL Grants Officer;

(3) AFRL Program Manager; and

(4) any other Program Manager or Sponsor's Program Manager identified in the Award.

(d) Mark all data delivered with the following statement: "Distribution Statement A: Approved for public release; distribution is unlimited."

7.01 FINANCIAL REPORTS- REIMBURSEMENT (MAR 2015)

(a) The recipient shall submit the Federal Financial Report (SF 425) on a cash basis within 30 days following the end of each quarterly reporting period (March 31, June 30, September 30, December 31), and within 90 days following the completion of the agreement. Grant and cooperative agreement recipients that are domestic institutions of higher education must complete the optional fields 11.a through 11.f, "Indirect Expense" on the final Federal Financial Report that it submits after the end of the project period under the award. One copy of each report shall be submitted to:

(1) Administrative Grants Officer;

(2) AFRL Grants Officer;

(3) AFRL Program Manager; and

(4) any other Program Manager or Sponsor's Program Manager identified in the Award.

7.02 PUBLISHING PROJECT RESULTS (MAR 2015)

(a) Publications. The recipient is expected to publish or otherwise make publicly available the results of the work conducted under this award. One copy of all publications (including, but not limited to journal articles and conference papers) resulting from the project shall be forwarded to the AFRL program manager as it becomes available so AFRL may prepare it for submittal to the Defense Technical Information Center (DTIC). **Under no circumstances shall the recipient submit publications arising from this Agreement directly to DTIC.**

(b) An acknowledgment of awarding agency's support shall appear in the publication of any material, whether copyrighted or not. The acknowledgement shall read:

> "This material is based on research sponsored by Air Force Research Laboratory (AFRL) under agreement number FA945x-xx-x-xxxx. The U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon."

(c) The recipient is responsible for assuring that every publication of material based on or developed under this project contains the following disclaimer:

> "The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of Air Force Research Laboratory (AFRL) and (if applicable, add the Sponsor Name. If not applicable, delete) or the U.S. Government."

7.03 FINAL PERFORMANCE REPORT (MAR 2015)

Under no circumstances shall the recipient submit the Final Performance Report, directly to DTIC

(a) Recipients shall submit the Draft Final Performance Report and CRC Final Performance Report in accordance with this article and 2 CFR § 200.328. All publications shall contain both the Acknowledgement and the Disclaimer included in Article 7.02 above, entitled “Publishing Project Results”.

(1) Content: The Final Performance Report will provide a comprehensive, cumulative, and substantive summary of the progress and significant accomplishments achieved during the entire period covered by the agreement. Each of the topics listed in the article entitled “Interim Performance Reports” shall be addressed as appropriate.

(2) Format: Submit the Draft Final Performance Report and Final Performance Report and Camera Ready Copy (CRC)-in the following format:

(i) The report must have a cover page that includes the Agreement Number, authors’ names, recipient’s institution and address, as well as all markings required by paragraph (b) below.

(ii) Prepare a Standard Form (SF) 298, Report Documentation Page. The SF 298 can be found at http://www.kirtland.af.mil/prs.

(A) Block 12 - Insert the Distribution Statement as shown in para (b) below.

(B) Block 13 - Include an abstract (not to exceed 3,000 characters and spaces) which should include 1) the purpose; 2) scope; 3) methods; 4) results; 5) conclusions; and 6) recommendations reached during the agreement period. Style is to be third person singular using past tense. Jargon, acronyms, special symbols or notations, subscripts, mathematical symbols or foreign alphabet letters are not permitted.

(iii) The report shall be prepared in accordance with the most current AFRL ANSI/NISO Standard Z39.18-2005 guidance, or other most current report preparation guidance, found at http://www.kirtland.af.mil/prs.

(iv) Submission -

(A) The contractor shall deliver two editable electronic copies of the report. The

electronic copies shall be an editable .pdf file and the most current version of Microsoft Word. The distribution statement shown in para (b) below must be included at the bottom of every page except the cover and SF Form 298. A CD-ROM (CD-R) is the acceptable media for submittal (CD-RWs or flash drives are not acceptable). Electronic media shall be marked I.A.W. the AFRL ANSI/NISO Standard Z39.18-2005 guidelines, or other most current report preparation guidance. Submission via unencrypted or unsecure email is not permitted.

(B) DRAFT FINAL PERFORMANCE REPORT: The recipient shall submit the Draft Final Performance Report (with letter of transmittal) within 30 days of technical completion of the agreement. The Government will review and provide comments back for any revisions necessary within 60 days of technical completion date of the agreement. The recipient will take note of the revisions and incorporate any required changes into the CRC/Final Performance Report.

i. Administrative Grants Officer (transmittal letter only)

ii. AFRL Grants Officer (transmittal letter only)

iii. AFRL Program Manager; and

iv. Any other Program Manager or Sponsor's Program Manager identified in the Award

(C) CRC/FINAL PERFORMANCE REPORT: The recipient shall submit the Final Performance Report (with letter of transmittal) within 90 days after technical completion of the agreement.

i. Administrative Grants Officer (transmittal letter only)

ii. AFRL Grants Officer (transmittal letter only)

iii. AFRL Program Manager; and

iv. Any other Program Manager or Sponsor's Program Manager identified in the Award

(b) Mark all data delivered with the following statement: Distribution Statement A: Approved for public release; distribution is unlimited.

7.04 REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (MAR 2015)

(a) Reporting of first-tier subawards.

(1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

(2) Where and when to report.

(i) You must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

(ii) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

(3) What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

(b) Reporting Total Compensation of Recipient Executives.

(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

(i) The total Federal funding authorized to date under this award is $25,000 or more;

(ii) In the preceding fiscal year, you received-

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

(i) As part of your registration profile at http://www.sam.gov.

(ii) By the end of the month following the month in which this award is made, and annually thereafter.

(c) Reporting of Total Compensation of Subrecipient Executives.

(1) Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

(i) in the subrecipient's preceding fiscal year, the subrecipient received

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

(i) To the recipient.

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

(d) Exemptions: If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

(1) Subawards, and

(2) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions. For purposes of this award term:

(1) Entity means all of the following, as defined in 2 CFR part 25:

(i) A Governmental organization, which is a State, local government, or Indian tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

(iv) A domestic or foreign for-profit organization;

(v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(2) Executive means officers, managing partners, or any other employees in management positions.

(3) Subaward:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(ii) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

(4) Subrecipient means an entity that:

(i) Receives a subaward from you (the recipient) under this award; and

(ii) Is accountable to you for the use of the Federal funds provided by the subaward.

(5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(i) Salary and bonus.

(ii) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(v) Above-market earnings on deferred compensation which is not tax-qualified.

(vi) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

8.00 PROCUREMENT SYSTEM (MAR 2015)

The recipient's procurement system shall comply with the standards contained in 2 CFR § 200.317-326.

8.01 CLOSEOUT, ADJUSTMENT, CONTINUING RESPONSIBILITIES AND COLLECTION - REIMBURSEMENT (MAR 2015)

Closeout, adjustment and collection of amounts due shall be accomplished in accordance with 2 CFR § 200.343, 344, and Subpart F. Final payment cannot be made nor can the agreement be closed out until the recipient delivers to the Government all disclosures of subject inventions required by this agreement, an acceptable final report pursuant to the article entitled Final Performance Report, and all confirmatory instruments. The grants officer may make a settlement for any downward adjustments to the Federal share of costs after closeout reports are received.

8.02 USING TECHNICAL INFORMATION RESOURCES (MAR 2015)

To the extent practical, the recipient shall use the technical information resources of the Defense Technical Information Center (DTIC) and other Government or private facilities to investigate recent and on-going research and avoid needless duplication of scientific and engineering effort.

8.03 SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS (MAR 2015)

(a) Requirement for System for Award Management (SAM): Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

(b) Requirement for Data Universal Numbering System (DUNS) Numbers: If you are authorized to make subawards under this award, you:

(1) Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

(c) Definitions: For purposes of this award term:

(1) System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at http://www.sam.gov).

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

(3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

(i) A Governmental organization, which is a State, local government, or Indian Tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

(iv) A domestic or foreign for-profit organization; and

(v) A Federal agency, but only as a subrecipient under an award or subaward to a non-

Federal entity.

(4) Subaward:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

(ii) The term does not include your procurement of property and services needed to carry out the project or program.

(iii) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

(5) Subrecipient means an entity that:

(i) Receives a subaward from you under this award; and

(ii) Is accountable to you for the use of the Federal funds provided by the subaward.

9.00 MILITARY RECRUITING ON CAMPUS (MAR 2015)

(a) As a condition for receipt of funds available to the Department of Defense (DoD) under this award, the recipient agrees that it is not an institution of higher education (as defined in 32 CFR part 216) that has a policy or practice that either prohibits, or in effect prevents:

(1) The Secretary of a Military Department from maintaining, establishing, or operating a unit of the Senior Reserve Officers Training Corps (in accordance with 10 U.S.C. 654 and other applicable Federal laws) at that institution (or any subelement of that institution);

(2) Any student at that institution (or any subelement of that institution) from enrolling in a unit of the Senior ROTC at another institution of higher education;

(3) The Secretary of a Military Department or Secretary of Homeland Security from gaining access to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting in a manner that is at least equal in quality and scope to the access to campuses and to students that is provided to any other employer; or

(4) Access by military recruiters for purposes of military recruiting to the names of students (who are 17 years of age or older and enrolled at that institution or any subelement of that institution); their addresses, telephone listings, dates and places of birth, levels of education, academic majors, and degrees received; and the most recent educational institutions in which they were enrolled.

(b) If the recipient is determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this agreement, the Government will cease all payments of DoD funds under this agreement and all other DoD grants and cooperative agreements to the recipient, and it may suspend or terminate such grants and agreements unilaterally for material failure to comply with the terms and conditions of award.

9.01 ASSURANCES (MAR 2015)

(a) By signing or accepting funds under the agreement, the recipient assures that it will comply with applicable provisions of the following National policies on:

(1) PROHIBITING DISCRIMINATION–

(i) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR part 195;

(ii) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR part 90;

(iii) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56;

(iv) On the basis of sex or blindness, in Title IX of the Educational Amendments of 1972 (20 U.S.C. 1681, et. seq.).

(2) ENVIRONMENTAL STANDARDS–The Clean Air Act (42 U.S.C. 7401, et seq.) and Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp., p. 799). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

(3) DEBARMENT AND SUSPENSION–The recipient agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the Department of Defense in 2 CFR part 1125. The recipient also agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the recipient enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR part 1125.

(4) DRUG FREE WORKPLACE–The recipient agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

(5) OFFICIALS NOT TO BENEFIT– No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

(6) PROHIBITION ON USING FUNDS UNDER GRANTS AND COOPERATIVE AGREEMENTS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (ASD(RE) POLICY MEMO 01 JUN 2015)

(i) The Recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(ii) The Recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (i) of this award provision are no longer in effect.

(iii) The prohibition in paragraph (i) of this award provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(iv) If the Government determines that the recipient is not in compliance with this award provision, it:

(A) Will prohibit the recipient's use of funds under this award, in accordance with section 743 of Division E of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235) or any successor provision of law; and

(B) May pursue other remedies available for the recipient's failure to comply with award terms and conditions.

(b) The recipient shall obtain assurances of compliance from subrecipients.

AIR FORCE RESEARCH LABORATORY
DIRECT ENERGY (RD) AND SPACE VEHICLES (RV) DIRECTORATE

Funding Opportunity Announcement
Solicitation Number: FOA-RVKV-2017-0001

CERTIFICATIONS FOR APPLICATIONS FOR FEDERAL ASSISTANCE (GRANTS AND COOPERATIVE AGREEMENTS)

(Current as of Dec 2016)

2 CFR §180.335 – Debarment and Suspension

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) ☐ Are ☐ Are not presently excluded or disqualified;

(b) ☐ Have ☐ Have not been convicted within the preceding three years of any offenses listed in §180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;

(c) ☐ Are ☐ Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in §180.800(a); or

(d) ☐ Have ☐ Have not had one or more public transactions (Federal, State or local) terminated within the preceding three years for cause or default.

32 CFR Part 26 – Drug-Free Workplace

§26.300 (Recipients Other Than Individuals)

As a condition of receiving a DoD Component award, the recipient agrees that—

(a) First, you must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part. The specific measures that you must take in this regard are described in more detail in subsequent sections of this subpart. Briefly, those measures are to–

(1) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see §§26.205 through 26.220); and

(2) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see §26.225).

(b) Second, you must identify all known workplaces under your Federal awards (see §26.230).

Place of Performance (Street address, city, county, State, zip code)

_____

_____

_____

Check ☐ if there are workplaces on file that are not identified here.

§26.300 (Recipients Who Are Individuals)

As a condition of receiving a DoD Component award, the recipient agrees that--

(a) He or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any award activity, he or she will report the conviction:

(1) In writing.

(2) Within 10 calendar days of the conviction.

(3) To the DoD Component awarding official or other designee, for to every grant office or other designee, for each award that you currently have, unless §26.301 or the award document designates a central point for the receipt of the notices. When notice is made to a central point, it must include the identification number(s) of each affected award.

32 CFR Part 28 Appendix A – Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As an authorized representative, I hereby make the above certifications on behalf of the offeror.

_____ _____
(Signature) Date

_____
Name of Authorized Company Official

Offeror's **Taxpayer Identification Number (TIN): _____**

Offeror's applicable **Commercial and Government Entity (CAGE) Code**: **_____**

AIR FORCE RESEARCH LABORATORY
DIRECT ENERGY (RD) AND SPACE VEHICLES (RV) DIRECTORATE

Funding Opportunity Announcement: FOA-RVKV-2017-0001

Administrative Access to Proprietary Information

1. The Air Force Research Laboratory's Directed Energy (RD) and Space Vehicles (RV) Directorates have contracted for various business and staff support services, some of which require contractors (CC&G, Universal Technology Corporation, and Corporate Allocation Services (CAS)) to obtain administrative access to proprietary information submitted by other contractors. Administrative access is defined as "handling or having physical control over information for the sole purpose of accomplishing the administrative functions specified in this contract or order, which do not require the review, reading, or comprehension of the content of the information on the part of non-technical professionals assigned to accomplish the specified administrative tasks."

2. The required administrative access will be granted to non-technical professionals. Examples of the administrative tasks performed include:

a. Assembling and organizing information for Grants Agreement files; and

b. Accessing library files for use by government personnel in the RD and RV Directorates

3. Offerors shall either complete paragraph 4 below or provide written objection to administrative access. Any objection to administrative access:

a. Shall be provided in writing to the Grants Officer; and

b. Shall include a detailed statement of the basis for the objection.

4. I consent to administrative access, as defined above, by RD and RV business and staff support services contractors to any proprietary information submitted under this announcement or delivered under any resulting grant.

_____ _____
(Signature) Date

_____
Name and Position of Authorized Company Official

AIR FORCE RESEARCH LABORATORY
SPACE VEHICLES DIRECTORATE

Funding Opportunity Announcement Number: FOA-RVKV-2017-0001

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW-FISCAL YEAR 2016 APPROPRIATIONS (DEVIATION 2016-O0002)(OCTOBER 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

The undersigned shall provide immediate written notification to the Grants Officer if there is a change in the corporate representation status specified on this document.

Grant Title:

_____
Signature and Date

_____
Printed Name of Authorized Company Official

(End of provision)