

**THE UNITED STATES ARMY CORPS OF ENGINEERS (USACE)
ALASKA DISTRICT**

USACE COOPERATIVE AGREEMENT ANNOUNCEMENT

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Initial

ISSUED: June 2018

KEY DATES

Proposals are due 2pm Alaska Standard Time July 16, 2018.

Additional Agreement Orders expected to be solicited under the Cooperative Agreements awarded under this announcement beginning upon award.

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UNITED STATES ARMY CORPS OF ENGINEERS
Alaska District

A. Program Description

U.S. Army Corps of Engineers (USACE) districts strive to achieve sustainability while providing a full range of Environmental Quality (Compliance, Conservation and Pollution Prevention) support to Federal and Military installations throughout the world; seeking ways and means to assess and integrate natural resource laws, values, and sound environmental practices.

USACE Cooperative Agreements provide support in National Environmental Policy Act (NEPA) documentation, Base Realignment and Closure Act (BRAC) environmental initiatives, Resource Management plans, Low Impact Development, Invasive Species Management, and in all military conservation, compliance, and pollution prevention efforts. This announcement seeks offerors with the ability to collect, analyze, and apply environmental and cultural resource data and implement land rehabilitation and maintenance for optimal management of public lands under control of the Department of Defense (DOD).

All USACE Cooperative Agreement projects are subject to availability of funds. The USACE will solicit proposals for projects that have a reasonable expectation of funding but there will be times that proposals are requested and funding does not become available. Some projects will be part of an existing program, or could be a new program or a new or changed area of program emphasis.

The program encourages collaborative efforts and includes substantive involvement of the military points of contact. Below is a selection of projects that have been funded previously:

Wetland Surveys and Monitoring	Environmental Compliance Support
Recycling Program Support	Invasive Species Studies & Management
Cultural Resource Surveys & Outreach	Acoustic Surveys
Fish and Mammal Habitat Surveys	Environmental IT Support
Environmental GIS Support	Bird Surveys & Habitat Management
Natural Resource Studies & Support	Gravel Pit Reclamation Planning
Trail Repair and Maintenance	Soil Stabilization, Erosion, & Floodplain Surveys
Wildfire Fuel Reduction	Training Area Revegetation & Rehabilitation

1. Program Objectives

The primary objectives of these cooperative agreements are to provide DOD with data collection, analysis and application support to assist in optimal management of training lands, to minimize restrictions to the military mission due to natural and cultural resource related constraints, to protect and enhance biological diversity and ecological health on all DOD lands, and to ensure compliance with all environmental laws and regulations. The primary areas of research and support to be addressed under these agreements are:

- a. Natural Resource Data Collection: To collect natural and cultural resource data necessary for the sound management of military lands. The land must be maintained in a condition to provide for optimal military training experiences and

to protect cultural resource sites, soil, water, vegetation, and wildlife resources in a healthy and diverse state.

- b. Information Management: To assemble, edit, summarize, analyze, interpret, and apply environmental data to the management of natural and cultural resources on military installations. This is accomplished most efficiently with state-of-the-art computer analyses and on-site technical expertise.
- c. Sustainable Range Program/Integrated Training Area Management: To implement, administer, and further develop the Integrated Training Area Management (ITAM) program in order to optimize military training opportunities with concomitant protection of the many natural and cultural resources on military installations.
- d. Cultural Resource Data Collection and Management: To maintain a knowledge and appreciation of our collective cultural heritage by developing and implementing methods for conserving the prehistoric and historic cultural resources on public lands and military installations.
- e. Planning and Decision Support: To contribute to making the most sound, balanced decisions possible regarding land use and resource management on public lands and military installations by the provision of the best research, data, and analytical tools available.
- f. Training: To train natural and cultural resource managers and those that interact with them on public lands and military installations, in the latest and most appropriate technologies to address resource management issues.
- g. Environmental Education: To educate military personnel on the potential environmental impacts of their training exercises, suggest ways to prevent or mitigate the impacts, and increase their awareness of the natural and cultural resources on the installation and the need to protect them for future use.
- h. Pollution Prevention: To identify potential pollutants of air, water, and soil, prevent their introduction into ecosystems, and mitigate their damage if introduction has already occurred.
- i. Environmental Compliance and Restoration: To repair damaged areas and implement training area improvement projects to promote better land utilization while protecting training resources.

2. Authorities

The DOD manages over 52 million acres of public land. As in the case with all government agencies, the DOD must manage its lands in accordance with all resource laws, such as the Sikes Act, National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), Endangered Species Act (ESA), Clean Water Act, Clean Air Act, etc. Compliance with these laws requires accurate, current data on the status of environmental and cultural resources on military installations and application of the data in management decisions. Collecting, analyzing and applying these data also support the objectives of the Legacy Resource Management Program.

Cooperative Agreements are entered into with USACE under the following authorities:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes Office of Management and Budget

- (OMB) Guidance and Cost Principles (formerly OMB Circular A-110)
- Delegation of Authority to USACE under Title 10 U.S.C. 2684a by memorandum dated 17 July 2017 for Agreements to limit encroachments and other constraints on military training, testing, and operations;
- Delegation of Authority to USACE under Title 10 U.S.C. 2358 and Title 10 U.S.C. 2371 by memorandum dated 17 July 2017 for Research and development projects and Research projects: transactions other than contracts and grants, respectively;
- Delegation of Authority to USACE under Title 10 U.S.C. 2371b to Carry out Certain Prototype Projects
- Title 10 U.S.C. 2701d Environmental Restoration Program;
- Title 32 – National Defense, Chapter 1 - Office of the Secretary of Defense,
 - o Part 21 - DOD Grants and Agreements (32CFR21.100-680);
 - o Part 22 - DOD Grants and Agreements - Award and Administrations (32CFR22.100-825);
 - o Part 32 - DOD Administrative Requirements for Grants and Agreements with Institutions of Higher Education Hospitals, and Other Non-Profit Organizations (32CFR32.1-73);
- Pub. L. 103-139, Title 11, November 11, 1993 107 Stat. 1425 DOD may negotiate and enter into cooperative agreements and grants with public and private agencies, organizations, institutions, individuals, or other entities to implement the purposes of the Legacy Resource Management Program.
- The National Defense Authorization Act for Fiscal Year 1997, Pub. L. 104-201, 110 Stat. 2422, Section 2862 (1996) authorizes cooperative agreements between military departments and a state, local government or other entity for the preservation, maintenance, and improvement of cultural resources on military installations and for the conduct of research regarding cultural resources

B. Federal Award Information

Cooperative Agreement Master Agreements with the USACE Alaska District are valid for five years. Multiple Cooperative Agreements are expected to be awarded under this announcement. Agreement Orders will be awarded under overarching awarded Cooperative Agreement Master Agreements on a project by project basis. The award of a Cooperative Agreement under this announcement does not guarantee award of an Agreement Order. Scopes of work are attached as **Appendix A** to propose upon. Included are environmental and cultural resources requirements.

Assuming the current environmental, natural, and cultural resource programs continue, the USACE Alaska District anticipates \$7 - \$14 million in funding yearly, and around 50 individual Agreement orders awarded yearly. The dollar range of individual Federal awards is generally from \$15,000 to \$1,000,000. The average amount of funding per Federal award experienced in 2017 was approximately \$270,000.

Most awards have a period of performance of one or two years, but some may be up to five years. Some awards will have a one year period of performance with options of future years if future funding becomes available.

Applications for renewal or supplementation of existing Cooperative Agreements are eligible to compete with applications for this new Cooperative Agreement.

The USACE and its military “sponsors” will have substantial involvement in each project, the

distinguishing factor between a grant and a cooperative agreement. Federal employees will participate in the projects that are awarded under a Cooperative Agreement, and may collaborate on project deliverables. For example, the award recipient may work closely with Federal employees to conduct studies, advise on or improve procedures and methodologies, manage data on Federal servers, or report on findings at meetings, however there will be no supervision from Federal employees over Cooperators as these are not personal services.

C. Eligibility Information

In accordance with 2 CFR 200.319, USACE encourages competition in the award of grants and cooperative agreements to identify and fund the programs that best achieve DOD objectives. The Grants Officer (GO) guarantees the integrity of the competitive process by ensuring overall fairness and consideration of all eligible applications. The GO also has the ultimate authority to make award decisions for grants and cooperative agreements on behalf of USACE. 2 CFR 200.203 requires that the Agency publish an announcement seeking applications from all eligible and qualified entities.

All potential applicants are eligible. The following describes in detail the entities that USACE may enter into cooperative agreements with: Pub. L. 103-139, Title 11, November 11, 1993 107 Stat. 1425 provided in part that: "Notwithstanding the provisions of the Federal Cooperative Grant and Agreements Act of 1977 (31 USC 6303-6308), the DOD may hereafter negotiate and enter into cooperative agreements and grants with public and private agencies, organizations, institutions, individuals, or other entities to implement the purposes of the Legacy Resource Management Program." The National Defense Authorization Act for Fiscal Year 1997, Pub. L. 104-201, 110 Stat. 2422, Section 2862 (1996), authorizes cooperative agreements between military departments and a "State, local government or other entity for the preservation, maintenance, and improvement of cultural resources on military installations and for the conduct of research regarding cultural resources." Allowable cost incurred by institutions of higher education is determined in accordance with the provision of 2 CFR 200, "Cost Principles for Educational Institutions." In addition, the DOD Legacy Resources Management Program (LRMP) was instituted by Congress in 1991 to promote stewardship of natural and cultural resources. Legacy projects demonstrate innovative techniques for the management, conservation, and preservation of resources. Legacy benefits include creative partnerships with worthwhile causes; rewarding personal experiences; and positive public relations for participating installations and the Army and DOD as a whole.

Applicants must be able to conduct and provide a yearly "Single Audit" or 2 CFR 200.501(b) audit if they expend \$750,000 or more in Federal funds, grants, or awards for its operations in one year.

There is typically no cost sharing or cost matching required, however this is always subject to change.

1. Possible Ineligibility of Proposals that Include Participation of China or Chinese-owned Companies

Proposals involving bilateral participation, collaboration, or coordination in any way with China or any Chinese-owned company, whether funded or performed under a no-exchange-of-funds arrangement, may be ineligible for award.

D. Application and Submission Information

It is USACE policy to encourage open competition to include all eligible parties. Therefore, though it is USACE preference that all applications be submitted electronically, the following outlines the process for submitting electronic or non-electronic applications. While applicants may choose whether to submit applications in hard copy or electronically, applicants may only submit in hard copy OR electronically, not both. Proposals will not be accepted via fax. All proposals must include the information as described below in section D.2 “Proposal Package Components” regardless of mode of transmission.

1. *Submission Information, Dates, and Times*

Applicants can apply for this RFP on www.grants.gov. Applicants must register a grants.gov account in order to access the workspace and fill out application webforms. A relatively current internet browser is required. In the event of system problems or technical difficulties please visit the grants.gov online user guide:
https://www.grants.gov/help/html/help/GetStarted/Get_Started.htm

Alternatively, applicants may submit hard copy applications to Grants Officer Olen Northern listed in Section G of this announcement. Applicants with additional accessibility requirements may request paper copies of materials, Telephone Device for the Deaf (TDD) phone number, Text Telephone (TTY) number, and/or Federal Information Relay Service (FIRS) number.

All submissions are due by 5pm Alaska Standard Time June 15, 2018. This means timely online receipt of package or submissions by that time or postmarked by that date. This means generally accepted proof of mailing or system-generated documentation of receipt date and time. Late applications will not be reviewed nor considered unless an exceptional circumstance is presented. Applicants will receive an acknowledgement of receipt within two business days.

Future RFPs will generally aim for a 30 calendar day response period, although actual timing will be clarified at the time of RFP issuance.

2. *Proposal Package Components*

Applicants must submit a SF-424 and proposal package that sufficiently demonstrates an ability to meet the scope of work requirements for each Agreement Order Request for Proposal (RFP). Specific content and components required in the application generally include:

- Title, including project name and reference number, location(s)
- Cooperator Name
- Date of submission
- Principal Investigator and/or grants programs contact
- DUNS Code, CAGE Code, Employer Identification Number (EIN)
- Executive Summary; may not exceed 10 pages
- Relevant Experience
- Technical Approach
- Cost Proposal
- Applications are limited to 50 pages total, must be in English, 10-12 point font, easily

readable typeface, at least 1" margins, 8.5" by 11" paper size, 2 copies if submitted hard copy (includes any pieces that may be submitted separately by third parties e.g., references or letters confirming commitments from third parties that contribute to the expertise of the Applicant).

- Application documents must have Optical Character Recognition if submitted in .pdf
- Application file names must follow the following nomenclature:
YYMMDD_entity abbreviation_project location/description_FOA number (if applicable).pdf
Example: 180417_USACE_JBERCultural Res_012345678.pdf

Example proposal and associated forms required are included in Appendix B: Proposal Package Components.

Scopes of work provided for crafting proposals for this announcement are included in Appendix B: . If an applicant does not wish to propose on the included scopes of work in Appendix A, they may simply provide a list of the items above, omitting specific technical approach and including general hourly rates for doing work that may be issued as a RFP in the future. For example, trail repair and soil stabilization is not included as a scope so if that is an entity's expertise, they can still propose on this announcement for a Cooperative Agreement with the USACE.

3. *Data Universal Numbering System and System for Awards Management*

(DUNS) Number (<https://iupdate.dnb.com/iUpdate/viewiUpdateHome.htm>) and System for Award Management (SAM) (<https://www.sam.gov>)

Each applicant (unless the applicant is an individual or Federal awarding agency that is excepted from those requirements under 2 CFR §25.110(b) or (c), or has an exception approved by the Federal awarding agency under 2 CFR §25.110(d)) is required to:

- Be registered in SAM before submitting its application;
- Provide a valid DUNS number in its application; and
- Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.
- Immediately notify the Grants Officer if you are placed on the excluded list on SAM.

The USACE may not make a Federal award to an applicant until the applicant has complied with all applicable DUNS and SAM requirements and, if an applicant has not fully complied with the requirements by the time the Federal awarding agency is ready to make a Federal award, the Federal awarding agency will make a determination that the applicant is non responsive and therefore not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant if the entity in question would have been the selectee.

4. *Intergovernmental Review, if applicable*

This funding opportunity is subject to Executive Order 12372, "Intergovernmental Review of Federal Programs," Applicants must contact their state's Single Point of Contact (SPOC) to find out about and comply with the state's process under Executive Order 12372. Addresses of the

SPOCs are listed in the Office of Management and Budget's Web site.
https://www.whitehouse.gov/omb/grants_spoc.

5. *Funding Restrictions*

- All costs must be allowable, allocable & reasonable and tied to the project agreement order. Travel costs associated with project agreement orders need to be clearly outlined in the proposal for the
- This award will not allow reimbursement of pre-Federal award costs.
- All proposed funds must be allowable, allocable and reasonable. Funds may only be used for the project. All activities charged under indirect cost must be allowed under 2 CFR 200 cost principles.
- Grants and Cooperative Agreements shall not provide for the payment of fee or profit to the recipient.
- Unless otherwise directed in 2 CFR 200, for changes to the negotiated indirect cost rate that occur throughout the project period, you must apply the rate negotiated for that year, whether higher or lower than at the time the budget and application was awarded. If your entity has a new federally negotiated rate you must provide those rates with your agreement order proposal. Additionally you will need to provide us a copy of it with their proposal and an updated copy every time it is renegotiated during the life of this Master Agreement.
- Proposals must not demonstrate partnership in any way or kind with countries that are on the terrorist nation watch list at the time of proposal for the base C/A or any subsequent Agreement order at the time the Agreement order is in administrative motion.
- Proposals must not include bilateral participation, collaboration, or coordination with China or any Chinese-owned company or entity, whether funded or performed under a no-exchange-of-funds arrangement.
- Funding opportunities that will result in Fellowships or Scholarships shall not provide for the payment of Facilities and Administration (F&A), overhead or indirect costs.

E. Application Review Information

In this Master Agreement, no socioeconomic preference will be given. However in Agreement Orders In Accordance with 2 CFR 200.321 each recipient must take all necessary affirmative steps to that minority businesses, Women's Business Enterprises and labor surplus firms are used when possible.

This announcement is for issuing Cooperative Agreement Master Agreements to recipients who may participate in future competitive Requests for Proposal for individual Agreement Orders. Agreement Orders will be awarded on a best value, Lowest priced technically acceptable, or trade

off. Each Agreement Order will delineate the determined basis of award. Federal and State entities have a statutorily protected first right of refusal for projects and will be given the opportunity to propose on the requirement prior to execution of an Agreement Order under this Master Agreement. Federal and State entities are also encouraged to apply to this Master Agreement opportunity in order to work with the USACE Alaska District on future projects. If a request for proposal is issued under this Master Agreement, the applicable Federal and State agencies have had an opportunity to review the requirement and have refused the work.

The Government will utilize two seed project RFPs (included as Appendix A) to evaluate the capability and experience as a basis for comparing offerors to determine best value and determine suitability for future Agreement Orders. If an applicant does not wish to propose on the included scopes of work in Appendix A, they may simply provide a general list of proposal requirements, omitting specific technical approach and including general hourly rates for doing work that may be issued as a RFP in the future. For example, trail repair and soil stabilization is not included as a scope so if that is an entity's expertise, they can still propose on this announcement for a Cooperative Agreement with the USACE.

Each evaluation factor will be rated according to the adjectival rating scheme below.

Outstanding (4)	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good (3)	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Adequate (2)	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offset or will have little or no impact on performance. Risk is moderate.
Marginal (1)	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable (0)	Proposal does not meet requirements and contains one or more deficiencies. Proposal is un-awardable.

1. *Criteria Factors*

i. FACTOR #1: Experience, 45% weight

The proposal shall provide examples of up to four (4) past projects of similar size, scope and complexity that best demonstrate the above qualifications. Example projects should have a wide range of scope differences to demonstrate ability to adapt and execute on a wide variety of Agreement Order Scopes of Work. Experience should also provide insight into the technical method / approach utilized to complete the requirement. Sample projects should not be more than seven (7) years old, at least 25% complete, and should be within the \$20K to \$800K price range. The example project summaries shall be limited to one (1) page each. The example project summaries shall

identify:

- Name of Project
- Location of Project
- Brief description of the project
- Roles and work self-performed
- Dates project began and was completed
- Complexities of the project
- Key personnel who participated in the project
- Provide the Clients contact information
- Demonstrate the level of cooperation and substantial government involvement

ii. **FACTOR #2: Technical Approach, 35% weight**

Proposals shall provide a brief narrative of general technical approach and milestone schedule. The narrative shall be no more than 2 pages per main task and must include:

- A discussion of the technical approach to accomplish the performance work statement requirements, detailing number of hours anticipated to complete the project deliverables.
- A discussion of the quality assurance, quality control, and other technical activities that will be implemented to ensure that quality data are collected to support project data quality objectives
- A discussion of applicable regulatory requirements and how project requirements will be implemented.
- A discussion of all assumptions.

The Cooperator shall also provide an organizational chart with the proposed project team with defined roles, responsibilities, and lines of communication for all key personnel and subcontractors.

The evaluation standard has been met when the contractor demonstrates an understanding of the work that adequately addresses requirements. The inclusion of numerous assumptions that significantly “assume away” contractor risk with regard to major issues or problems that may be encountered on the project will be considered unacceptable.

iii. **FACTOR #3: Price, 25% weight:** Price may be less important than all other factors combined. Each agreement order will state the importance of each factor.

Applicants will include a chart listing negotiated overhead, fully burdened staff categories and associated hourly rates, or direct rates and benefits percentage in a clear manner to determine rates anticipated to be used when bidding on Agreement Orders. If rates are published the location of where to locate those also need to be provided.

Predetermined overhead or “indirect” rates for USACE Alaska District Cooperative Agreement Master Agreements will be the following (to be specified per RFP):

- a. 18% for projects where the Government provides the Cooperator designated office space, desk, computer, internet service, or other work-essential equipment with an expectation of work to be conducted frequently at that location.
- b. 26% for projects where the Government does not provide or expect the

Cooperator to utilize designated office space, desk, computer, internet service more than infrequently.

2. Review and Selection Process

Restrictions in operational geographical area, program balance, and diversity may be a factor in awarding a Cooperative Agreement other than merit criteria, and the selecting official may use discretion in selecting applications for Federal award.

At least two individuals will be appointed to serve on each Selection Committee (SC) to review applications. The SC will review the applications using the review criteria stated in this Announcement. The SC shall keep selection information and applicant proprietary data confidential.

Committee members must possess the requisite technical knowledge or expertise to review the programmatic merits of the applications. USACE may make exceptions with the approval of the Grants Officer.

When necessary, other Federal agencies and non-governmental reviewers may participate on the SC. USACE staff must comprise a majority of the members on the SC. The Grant Officer will take steps to ensure that members of the SC do not have conflicts of interest with the organizations whose applications are being reviewed and confidentiality agreements are in place. The team must make all efforts to identify potential conflicts early in the review and selection process. Because resolution of conflicts of interest is fact-driven and case specific, the Team must coordinate with the Grant Officer and the cognizant General Counsel or Resident Legal Officer on the issues.

USACE Grant Officer will conduct a pre-award review of risk associated with the proposer as required by 2 CFR 200.205. For all proposals selected for award, the Grant Officer will review the submitting organization's information available through the Federal Awardee Performance and Integrity Information System (FAPIIS) and the System for Award Management (SAM) to include checks on entity core data, registration expiration date, active exclusions, and delinquent federal debt.

3. Risk Review

For any Federal award under a notice of funding opportunity, if the Federal awarding agency anticipates that the total Federal share will be greater than the simplified acquisition threshold on any Federal award under a notice of funding opportunity may include, over the period of performance (see §200.88 Simplified Acquisition Threshold).

- i. The Federal awarding agency, prior to making a Federal award with a total amount of Federal share greater than the simplified acquisition threshold, is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS) (see 41 U.S.C. 2313);
- ii. An applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM;

iii. The Federal awarding agency will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in §200.205 Federal awarding agency review of risk posed by applicants.

4. Anticipated Announcement and Federal Award Dates

The awarding agency intends to award between three (3) and five (5) Master Agreements from this Funding Opportunity Announcement. USACE intends to solicit for and award Agreement Orders from this Master Agreement for one to five years in the future. Each individual Master Agreement will have a maximum dollar threshold of \$10M capacity for Agreement Orders. If a recipient reaches \$10M no further awards can be made to that recipient under this Master Agreement. No funds are obligated from this Master Agreement, only by Agreement Orders. There is no guarantee of any award to any entity. All future Agreement Orders are and will be subject to the availability of funds.

F. Federal Award Administration Information

1. Federal Award Notices

If an entity provides a successful proposal and is selected for a Master Agreement award, they will be provided with Agreement Order Requests for Proposal (RFP) that are more narrowly tailored to a specific project outcome as mission allows. When an Agreement Order Request for Proposal is received by the recipient, a response will be required. If the entity is not interested in the requirement they can opt out of the proposal process by sending an e-mail to the Grants Officer. When entities decline to propose on an RFP, an explanation can help USACE tailor future requirement requests better suited for your entity.

The notice of Federal award signed by the grants officer is the authorizing document, and it will be provided by electronic means to the senior signatory authority.

2. Additional Terms and Conditions

i. Nondiscrimination

By signing this agreement or accepting funds under this agreement, the recipient assures that it will comply with applicable provisions of the following, national policies prohibiting discrimination. In addition the recipient assures that it will flow down these requirements to sub-recipients:

- a. 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.

- b. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DOD regulations at 32 CFR part 196.
- c. 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.
- d. 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.

ii. Live Organisms

By signing this agreement or accepting funds under this agreement, the recipient assures that it will comply with applicable provisions of the following national policies concerning live organisms:

a. For animals:

- 1. Rules on animal acquisition, transport, care, handling, and use in 9 CFR parts 1-4, Department of Agriculture rules implementing the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131- 2156) , and guidelines in the National Academy of Sciences (NAS) “Guide for the Care and Use of Laboratory Animals” (1996), including the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals in Appendix D to the guide.
- 2. Rules of the Departments of Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.

iii. 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.

iv. Environmental Standards

By signing this agreement or accepting funds under this agreement, the recipient assures that it will:

a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971- 1975 Comp., p. 799] and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32

b. Identify to the awarding agency any impact this award may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et. Seq.), concerning protection of U.S. coastal resources.

(3) Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).

v. 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.).

vi. 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.

vii. Campus access for military recruiting and Reserve Officer Training Corps (ROTC).

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:

- a. 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);
- b. 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;
- c. 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
- d. 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.

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.”

3. Additional Administrative Requirements

- i. 2 CFR 200.330 Subawards

Unless sections of this part specifically exclude subrecipients from coverage, the provisions of this part shall be applied to subrecipients performing work under awards if such subrecipients are institutions of higher education, hospitals or other non-profit organizations.

- ii. 2 CFR 200.305 Payments

(a) For states, payments are governed by Treasury-State CMIA agreements and default procedures codified at 31 CFR Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also § 200.302 Financial management paragraph (f). Except as noted elsewhere in

this part, Federal agencies must require recipients to use only OMB-approved standard government-wide information collection requests to request payment.

(1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

(2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

(i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and should comply with applicable guidance in 31 CFR part 208.

(ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1601).

(3) Reimbursement is the preferred method when the requirements in paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per § 200.207 Specific conditions, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.

(4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-

Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.

(5) Use of resources before requesting cash advance payments. To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

(6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §§ 200.207 Specific conditions, Subpart D—Post Federal Award Requirements of this part, 200.338 Remedies for Noncompliance, or the following apply:

(i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal government is liquidated.

(iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with § 200.342 Effects of suspension and termination.

(iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.

(i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity.

However, the non-Federal entity must be able to account for the receipt, obligation and expenditure of funds.

(ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.

(i) The non-Federal entity receives less than \$120,000 in Federal awards per year.

(ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.

(iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

(iv) A foreign government or banking system prohibits or precludes interest bearing accounts.(9) Interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense.

(9) Except as noted elsewhere in this part, only the following forms shall be authorized for the recipients in requesting advances and reimbursements. DOD Components shall not require more than an original and two copies of these forms.

(i) SF-270, Request for Advance or Reimbursement. Each DOD Component shall adopt the SF-270 as a standard form for all nonconstruction programs when electronic funds transfer or predetermined advance methods are not used. DOD Components, however, have the option of using this form for construction programs in lieu of the SF-271,4 "Outlay Report and Request for Reimbursement for Construction Programs."

(ii) Payment Request. Payment Requests shall be submitted to the address below:

U.S. Army Corps of Engineers – Alaska District
Attn: CEPOA-PM (Fenton)
P.O. Box 6898
Elmendorf AFB AK 99506-0898

Physical Address:
2204 Third Street
Elmendorf AFB, AK 99506)

(iii) Payment will be made via check and/or EFT from the following office:

U.S. Army Engineer District, Alaska
C/O USACE Finance Center
5720 Integrity Drive
Millington, TN 38054-5005

iii. 2 CFR 200.403 Allowable costs

- (a) General. For each kind of recipient or subrecipient of a cost-type assistance award, or each contractor receiving a cost-type contract under an assistance award, there is a set of Federal principles for determining allowable costs. Allowability of costs shall be determined in accordance with the cost principles applicable to the entity incurring the costs.
- (b) Higher educational institutions. The allowability of costs incurred by institutions of higher education that may be recipients, subrecipients, or contractors is determined in accordance with the provisions of 2 CFR 220, "Cost Principles for Educational Institutions,"
- (c) State, Local and Indian Tribal Governments. The allowability of costs incurred by State, Local and Indian Tribal Governments that may be recipients, subrecipients, or contractors is determined in accordance with the provisions of 2 CFR 225, "Cost Principles for State, Local and Indian Tribal Governments,"
- (d) Cost Principles for Nonprofit Institutions. The allowability of costs incurred by Nonprofit Institutions that may be recipients, subrecipients, or contractors is determined in accordance with the provisions of 2 CFR 230, "Cost Principles for Nonprofit Institutions,"
- (e) Audits of Institutions of Higher Education and Nonprofit Institutions. Audits and rules that govern audits of Institutions of Higher Education and Nonprofit Institutions can be found in OMB CIRCULAR A-133.

iv. 2 CFR 200.308 Revision of budget and program plans

- (a) The approved budget for the Federal award summarizes the financial aspects of the project or program as approved during the Federal award process. It may include either the Federal and non-Federal share (see §200.43 Federal share) or only the Federal share, depending upon Federal awarding agency requirements. It must be related to performance for program evaluation purposes whenever appropriate.
- (b) Recipients are required to report deviations from budget or project scope or objective, and request prior approvals from Federal awarding agencies for budget and program plan revisions, in accordance with this section.
- (c)(1) For non-construction Federal awards, recipients must request prior approvals from Federal awarding agencies for one or more of the following program or budget-related reasons:

(i) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).

(ii) Change in a key person specified in the application or the Federal award.

(iii) The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

(iv) The inclusion, unless waived by the Federal awarding agency, of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, “Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals,” or 48 CFR part 31, “Contract Cost Principles and Procedures,” as applicable.

(v) The transfer of funds budgeted for participant support costs as defined in §200.75 Participant support costs to other categories of expense.

(vi) Unless described in the application and funded in the approved Federal awards, the subawarding, transferring or contracting out of any work under a Federal award, including fixed amount subawards as described in §200.332 Fixed amount subawards. This provision does not apply to the acquisition of supplies, material, equipment or general support services.

(vii) Changes in the approved cost-sharing or matching provided by the non-Federal entity.

(viii) The need arises for additional Federal funds to complete the project.

(2) No other prior approval requirements for specific items may be imposed unless an exception has been approved by OMB. See also §§200.102 Exceptions and 200.407 Prior written approval (prior approval).

(d) Except for requirements listed in paragraph (c)(1) of this section, the Federal awarding agency is authorized, at its option, to waive prior written approvals required by paragraph (c) this section. Such waivers may include authorizing recipients to do any one or more of the following:

(1) Incur project costs 90 calendar days before the Federal awarding agency makes the Federal award. Expenses more than 90 calendar days pre-award require prior approval of the Federal awarding agency. All costs incurred before the Federal awarding agency makes the Federal award are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). See also §200.458 Pre-award costs.

(2) Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined in paragraphs (d)(2)(i) through (iii) of this section apply. For one-time extensions, the recipient must notify the Federal awarding agency in writing with the supporting reasons and revised period of performance at least 10 calendar days before the end of the period of performance specified in the Federal award. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior Federal awarding agency approval when:

(i) The terms and conditions of the Federal award prohibit the extension.

(ii) The extension requires additional Federal funds.

(iii) The extension involves any change in the approved objectives or scope of the project.

(3) Carry forward unobligated balances to subsequent periods of performance.

(4) For Federal awards that support research, unless the Federal awarding agency provides otherwise in the Federal award or in the Federal awarding agency's regulations, the prior approval requirements described in paragraph (d) are automatically waived (i.e., recipients need not obtain such prior approvals) unless one of the conditions included in paragraph (d)(2) applies.

(e) The Federal awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency. The Federal awarding agency cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation.

(f) All other changes to non-construction budgets, except for the changes described in paragraph (c) of this section, do not require prior approval (see also §200.407 Prior written approval (prior approval)).

(g) For construction Federal awards, the recipient must request prior written approval promptly from the Federal awarding agency for budget revisions whenever paragraph (g)(1), (2), or (3) of this section applies.

(1) The revision results from changes in the scope or the objective of the project or program.

(2) The need arises for additional Federal funds to complete the project.

(3) A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in Subpart E—Cost Principles of this part.

(4) No other prior approval requirements for budget revisions may be imposed unless an exception has been approved by OMB.

(5) When a Federal awarding agency makes a Federal award that provides support for construction and non-construction work, the Federal awarding agency may require the recipient to obtain prior approval from the Federal awarding agency before making any fund or budget transfers between the two types of work supported.

(h) When requesting approval for budget revisions, the recipient must use the same format for budget information that was used in the application, unless the Federal awarding agency indicates a letter of request suffices.

(i) Within 30 calendar days from the date of receipt of the request for budget revisions, the Federal awarding agency must review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, the Federal awarding agency must inform the recipient in writing of the date when the recipient may expect the decision.

v. 2.CFR 200.310 through 2 CFR 200.316 property.

2 CFR 200.310 through 2 CFR 200.316 set forth uniform standards governing management and disposition of property furnished by the Federal Government and property whose cost was charged to a project supported by a Federal award. DOD Components shall require recipients to observe these standards under awards and shall not impose additional requirements, unless specifically required by Federal statute. The recipient may use its own property management standards and procedures provided it observes the provisions of 2 CFR 200.310 through 2 CFR 200.316

vi. 2 CFR 200.310 & 2 CFR 200.447 Insurance coverage.

The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

vii. 2 CFR 200.311 Real property.

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

(b) *Use.* Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that

purpose, during which time the non-Federal entity must not dispose of or encumber its title or other interests.

(c) *Disposition*. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:

(1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

(3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

viii. 2 CFR 200.312 Federally-owned and exempt property.

(a) Title to federally-owned property remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of federally-owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Federal awarding agency for further Federal agency utilization.

(b) If the Federal awarding agency has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Federal awarding agency has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the

Next Century.”). The Federal awarding agency must issue appropriate instructions to the non-Federal entity.

(c) Exempt federally-owned property means property acquired under a Federal award the title based upon the explicit terms and conditions of the Federal award that indicate the Federal awarding agency has chosen to vest in the non-Federal entity without further obligation to the Federal government or under conditions the Federal agency considers appropriate. The Federal awarding agency may exercise this option when statutory authority exists. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt federally-owned property acquired under the Federal award remains with the Federal government.

ix. 2 CFR 200.313 Equipment.

See also § 200.439 Equipment and other capital expenditures.

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

- (1) Use the equipment for the authorized purposes of the project until funding for the project ceases, or until the property is no longer needed for the purposes of the project.
- (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
- (3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) *Use.* (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

- (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
 - (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.
- (2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other

programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in § 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

(2) Except as provided in § 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the

original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

x. 2 CFR 200.314 Supplies.

See also § 200.453 Materials and supplies costs, including costs of computing devices.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment. See § 200.313 Equipment, paragraph (e)(2) for the calculation methodology.

(b) As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

xi. 2 CFR 200.315 Intangible property.

(a) Title to intangible property (see § 200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313 Equipment paragraph (e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

(d) The Federal government has the right to: (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(e) Freedom of Information Act (FOIA).(1) In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).(2) Published research findings means when:

- (i) Research findings are published in a peer-reviewed scientific or technical journal; or
- (ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. “Used by the Federal government in developing an agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include:

- (i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
- (ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

xii. 2 CFR 200.316 Property trust relationship.

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Federal awarding agency may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

xiii. 2 CFR 200.317 through 2 CFR 200.326 Procurement standards.

2 CFR 200.317 through 2 CFR 200.326 set forth standards for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such

materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders.

Recipient responsibilities.

The standards contained in this section do not relieve the recipient of the contractual responsibilities arising under its contract(s). The recipient is the responsible authority, without recourse to the DOD Component that made the award, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of an award or other agreement. This includes disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of statute are to be referred to such Federal, State or local authority as may have proper jurisdiction.

Codes of conduct.

The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

xiv. 2 CFR 200.319 Competition.

(a) All transactions must be conducted in a manner that provides competition to the maximum extent practicable. In order to ensure objective contractor performance and eliminate unfair competitive advantage, Master Cooperative Agreement recipients that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such requirements. Some of the situations considered to be restrictive of competition include but are not limited to:

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

- (7) Any arbitrary action in the procurement process.
- (b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 - (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

xv. 2 CFR 200.320 Procurement procedures.

The non-Federal entity must use one of the following methods of procurement.

- (a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.
- (b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

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

(2) If sealed bids are used, the following requirements apply:

- (i) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be

used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

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

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

xvi. 2 CFR 200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

xvii. 2 CFR 200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

xviii. 32 CFR 32.49 Resource Conservation and Recovery Act.

Under the Resource Conservation and Recovery Act (RCRA) (section 6002, Pub. L. 94–580, 42 U.S.C. 6962), any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with section 6002. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA) (40 CFR parts 247–254). Accordingly, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

xix. 2 CFR 200.333 through 2 CFR 200.337, Records

Sections 32.51 through 32.52 set forth the procedures for monitoring and reporting on the recipient's financial and program performance and the necessary standard reporting forms. They also set forth record retention requirements.

xx. 2 CFR 200.328 Monitoring and reporting program performance.

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also § 200.331 Requirements for pass-through entities.

(b) *Non-construction performance reports.* The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections,

these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

- (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.
- (ii) The reasons why established goals were not met, if appropriate.
- (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

(d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

- (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

(e) The Federal awarding agency may make site visits as warranted by program needs.

(f) The Federal awarding agency may waive any performance report required by this part if not needed.

xxi. 2 CFR 200.327 Financial reporting.

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved governmentwide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could

significantly affect program outcomes, and preferably in coordination with performance reporting.

xxii. 2 CFR 200.333 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

xxiii. 2 CFR 200.334 Requests for Transfer of Records

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

xxiv. 2 CFR 200.335 Methods for Collection, Transmission and Storage of Information

In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

xxv. 2 CFR 200.336 Access to records.

(a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

xxvi. 2 CFR 200.339 Termination.

- (a) The Federal award may be terminated in whole or in part as follows:
- (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity for cause;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§ 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

xxvii. 2 CFR 200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in § 200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

xxviii. 2 CFR 200.341 Opportunities to object, hearings and appeals.

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures

published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

xxix. 2 CFR 200.343 Closeout.

The Federal agency or pass-through entity will close-out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award have been completed by the non-Federal entity. This section specifies the actions the non-Federal entity and Federal awarding agency or pass-through entity must take to complete this process at the end of the period of performance.

(a) The non-Federal entity must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by or the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity may approve extensions when requested by the non-Federal entity.

(b) Unless the Federal awarding agency or pass-through entity authorizes an extension, a non-Federal entity must liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.

(c) The Federal awarding agency or pass-through entity must make prompt payments to the non-Federal entity for allowable reimbursable costs under the Federal award being closed out.

(d) The non-Federal entity must promptly refund any balances of unobligated cash that the Federal awarding agency or pass-through entity paid in advance or paid and that is not authorized to be retained by the non-Federal entity for use in other projects. See OMB Circular A-129 and see § 200.345 Collection of amounts due for requirements regarding unreturned amounts that become delinquent debts.

(e) Consistent with the terms and conditions of the Federal award, the Federal awarding agency or pass-through entity must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.

(f) The non-Federal entity must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.

(g) The Federal awarding agency or pass-through entity should complete all closeout actions for Federal awards no later than one year after receipt and acceptance of all required final reports.

xxx. 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities.

(a) The closeout of a Federal award does not affect any of the following.

(1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.

- (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - (3) Audit requirements in Subpart F—Audit Requirements of this part.
 - (4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this part, §§ 200.310 Insurance Coverage through 200.316 Property trust relationship.
 - (5) Records retention as required in Subpart D—Post Federal Award Requirements of this part, §§ 200.333 Retention requirements for records through 200.337 Restrictions on public access to records.
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

xxxi. 2 CFR 200.345 Collection of amounts due.

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
- (1) Making an administrative offset against other requests for reimbursements;
 - (2) Withholding advance payments otherwise due to the non-Federal entity; or
 - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

4. Reporting

i. Quarterly and Annual Reporting Requirements

Awardees must provide progress reports that validate progress on the required tasks to the USACE project manager on a quarterly basis at a minimum. Communications in person, by phone, and by email shall supplement the progress reporting requirements whenever key, complex, or high-profile activities are underway to ensure that USACE is never lacking pertinent project information.

Progress reports and invoices must match, i.e. quarterly invoices should be delivered with quarterly progress reports. Monthly invoices will require monthly progress reports.

Final reports must be provided to USACE at the end of the Agreement Order or upon request. Quarterly reports should accompany invoices since they are reviewed prior to processing invoices. File nomenclature should follow the format:
YYMMDD_AgreementOrder#_EntityAbbreviation.pdf

Example: 180417_AO546_USACE.pdf

- ii. OMB Guidance, Grants and Agreements, Guidelines to Agencies on Government-wide Debarment and Suspension 2 CFR 180 Subpart C .335-.350

2 CFR 180.335-.350 provides answers to questions an applicant may have regarding information an applicant must provide before entering into a covered transaction with a federal agency.

G. Federal Awarding Agency Contact(s)

The following are points of contact for administering USACE Alaska District Cooperative Agreements and can answer questions or help with guidance during the open announcement. Grants Officer Olen Northern or Contracting Officer Aldone Graham can help with administrative, application, and grants.gov questions:

Olen Northern
CEPOA-CT
P.O. Box 6898
JBER, AK 99506-6898
P: 907-753-2525
F: 907-753-2544
Olen.R.Northern@usace.army.mil

Project Manager Jocelyn Fenton or Robert Brock can help with programmatic content:

Jocelyn Fenton
CEPOA-PM-ESP
P.O. Box 6898
JBER, AK 99506-6898
P: 907-753-5535
F: 907-753-2829
Jocelyn.a.fenton@usace.army.mil

Robert Brock
CEPOA-PM-ESP
P.O. Box 6898
JBER, AK 99506-6898
P: 907-753-5612
F: 907-753-2829
Robert.d.brock@usace.army.mil

H. Other Information

Any proprietary information provided in any proposal or other method for any other purpose must be clearly identified and marked as proprietary at the top and bottom of each full page. In addition if the information is provided in an e-mail or other electronic means, you must note in the body / text of the main medium that there is proprietary information is contained within the contents and its precise location. USACE will keep and hold such information confidential and require non-disclosure agreements be signed by all parties with required access for official purposes.

The Federal government is not obligated to make any Federal award as a result of the announcement and only grants officers can bind the Federal government to the expenditure of funds.

1. Access to Military Facilities/Installations and Security Clearance

All recipients must work with military project/program staff to ensure proper credentialing for any individuals who need access to military facilities and/or systems. Such individuals include U.S. citizens, lawful permanent residents (“green card” holders), and foreign nationals (those who are neither U.S. citizens nor permanent residents). NOTE: it is rare that non-U.S. Passport holders would be allowed unescorted military facility access.

All cooperators shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures. The cooperator shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshall Office, Director of Emergency services or Security Office. Cooperator workforce must comply with all personal security verification requirements as directed by DOD and or local policy. Should there be Force Protection Condition (FPCON) at any individual facility or installation change, the government may require changes in cooperator security matters or processes.

Cooperators will ensure that its employees entering installations or facilities have obtained access badges and passes in accordance with facility regulations and that these badges and passes are obtained in advance so as not to delay the accomplishment of services.

Cooperators will return all issued US Government Common Access Cards (CAC), installation badges, and/or access passes to the Government Representative when the contract is completed or when a cooperator employee no longer requires access to the installation or facility.

All cooperator employees, to include sub-cooperator employees, requiring access to military installations, facilities and controlled areas may be required to complete antiterrorism, iWatch training, protecting operations security (OPSEC), other information assurance/information technology training, and register in a training certification tracking system. There may be military branch-specific security clearances and certifications required on particular tasks, which shall be identified by USACE as necessary.

2. 32 CFR 151 Status of Forces Agreements (SOFA) Information

i. For Japan: SOFA Article I(b) Status:

(a) SOFA Article I(b) status. Individuals including, but not limited to, technical advisors, consultants, entertainers serving under contracts with the United States for the provision of services in support of U.S. armed forces in Japan, and whose presence is required in Japan to provide such services, may acquire SOFA status in Japan as part of the civilian component under Article I(b) of the SOFA. SOFA Article I(b) does not create a lawful status in Japan for any entity other than individuals (e.g., the company employing the individual). To qualify for SOFA status under SOFA Article I(b), such individuals must be:

- (1) United States nationals,
- (2) not ordinarily resident in Japan,
- (3) present in Japan at the invitation of, and solely for the purpose of executing contracts

with, the United States for the benefit of the United States armed forces, and

(4) not contractors or employees of a contractor whose presence in Japan is solely for the purpose of executing contracts within the definition of SOFA Article XIV.

(b) SOFA Article I(b) procedures. Contractor personnel must obtain a Letter of Identification from Contracting Officer to authorize entry into Japan under SOFA Article I(b) and to identify which Article I(b) privileges and benefits will be provided to each employee/dependent. Contractor shall, in writing, identify all contractor personnel and accompanying dependents eligible for SOFA Article I(b) status to the Contracting Officer.

(c) SOFA Article I(b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article I(b) and their dependents (defined as spouse, children under 21, and, if dependent for over half their support upon an individual having SOFA Article I(b) status, parents and children over 21) shall be accorded the following benefits of the SOFA. These privileges are personal to the employee/dependent and do not inure to the employer.

(1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;

(2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;

(3) Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;

(4) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraphs 2 and 3;

(5) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in SOFA Article XII, paragraph 7, except that such exemption shall not apply to the employment of local nationals in Japan;

(6) Exemption from Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States armed forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources;

(7) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;

(8) The transmission into or outside of Japan of United States dollar or dollar instruments

realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;

(9) The use of postal facilities as provided for in SOFA Article XXI;

(10) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

(11) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

ii. For Republic of Korea (ROK): SOFA Article I(b) Status:

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

- (1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver’s license or a valid international driver’s license to legally drive on Korean roads, and must have a USFK driver’s license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver’s license or a valid international driver’s license then obtain a USFK driver’s license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non-emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

3. Project Information Sensitivity and Ownership

Cooperators will inform employees of the criticality of protecting sensitive information or activities they may observe while working on the installation. Cooperator employees are required to practice “positive operations security” (OPSEC) by protecting sensitive information, or operations. Cooperators shall not publically disseminate or publish photographs (photographs are not authorized to be taken unless prior written approval with installation security is given) displaying critical or sensitive information. Examples include but are not limited to observed exercise or training events, personnel/vehicle convoys or bivouac sites, observed weapons or equipment employment, destroyed or damaged equipment, and the protective measures of military facilities. Do not publically reference, disseminate, or publish critical or sensitive information that has already been compromised as this provides further unnecessary exposure of the compromised information and may serve to validate earlier reported information from other sources.

All data and reports generated under Agreement Orders issued under this Master Agreement shall become the property of the Government. Distribution of data or reports to any other source is prohibited. The Cooperator shall not make available to the news media or publicly disclose any data generated or reviewed under this Master Agreement. If approached by the news media, the Cooperator shall refer them to the Grants Officer for response.

4. Limited Release of Proposers Confidential Business Information

(a) For proposal evaluation and other administrative processing USACE may find it necessary to release information submitted by the proposer to individuals not employed by USACE. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal the proposer hereby consents to a limited release of its confidential business information (CBI).

(b) Except where otherwise provided by law, USACE will permit the limited release of CBI

only pursuant to non-disclosure agreements signed by the assisting entity, and their individual employees who may require access to the CBI to evaluate or administer the proposal.

I. Place of Performance

The largest majority of the work is expected to take place on various Military installations and lands under government control in Alaska and Hawaii, but is also expected to take place in Japan, Korea, and possibly other states and countries as requirements demand.

J. Cooperative Agreement Not to Exceed Amount

The aggregate dollar amount by virtue of Agreement Orders under this Master Cooperative Agreement shall not exceed \$10 Million dollars.

Appendix A: Scope of Work RFPs

Appendix B: Proposal Package Components