Cover Page

APEX Accelerator

Award-Specific Terms and Conditions

Version 7~~6.4~~

~~August~~ November 2026

PREAMBLE

Order of precedence. These award-specific terms and conditions will not take precedence over any Federal statute or Federal regulation published in the Code of Federal Regulations (CFR). The order of precedence of sources of requirements, if applicable to your award, is as follows:

- Federal statutes
- Federal regulations (including the DoDGARs)
- Division II - Award Specific Terms and Conditions
- Division III – APEX Accelerator Program General Terms and Conditions
- Recipient's negotiated and approved Program Execution Plan and Budget.

Process for improvement. These terms and conditions are designed to conform to OMB guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," published at 2 CFR Part 200 and implemented by DoD at 2 CFR Part 1104. If a conflict arises between these terms and conditions and any requirement in Federal statute, Federal regulation in the CFR, or OMB guidance at 2 CFR Part 200, please contact the awarding office so that we may resolve the conflict. As recipients gain operating experience with these terms and conditions, we may find areas requiring clarification or correction. By you alerting us to potential issues, it will help us improve both these terms and conditions and DoD's regulatory implementation of the OMB guidance at 2 CFR Part 200.

Use of plain language. These award-specific terms and conditions use plain language to communicate requirements, including personal pronouns "you" to denote the recipient and "we" or "us" to denote the APEX program office.

TABLE OF CONTENTS

Cover Page....1
PREAMBLE....2
TABLE OF CONTENTS....3
PROGRAM REQUIREMENTS....4
Section A. Purpose of this award....4
Section B. Program Period of Performance....4
Section C. Assistance to small business....4
Section D. Methods and Procedures....5
Section E. Resources....9
Section F. Naming, branding, acknowledgement of support and use of logos....12
Section G. Service area....12
Section H. Success stories....13
Section I. Client surveys....13
Section J. Data Calls....13
Section K. Allowability of certain costs and cost sharing contributions....14
Section L.Distressed and non-distressed area budgets....15
Section M.Transfer of Funds among direct cost categories....16
Section N:Requests for Payment....16
Section O.Supporting Information....17
Section P. Performance Measurement....17
Section Q. Unliquidated Obligations....
Appendix A....19
1. APEX Reports....19
2. Client Satisfaction Survey....20

PROGRAM REQUIREMENTS

Section A. Purpose of this award.

- To establish and maintain an APEX Accelerator to serve as a resource for business entities, including newly started business entities, to obtain procurement technical assistance.
- To assist eligible entities in the payment of the costs of establishing and carrying out new procurement technical assistance programs and maintaining existing procurement technical assistance programs.
- To foster innovation for the defense industrial base and to strengthen and expand the defense industrial base.

Procurement technical assistance means professional, specialized assistance provided to clients that enables them to identify potential contractual opportunities and obtain or perform under contracts, innovation and technology grants or contracts, and other federally funded instruments, with DoW, other Federal agencies, State and/or local governments, and/or with Federal, State and/or local government contractors. Clients may include any business pursuing or performing these types of contracts or subcontracts at any tier. As used in this part, the terms “State” and “local government” have the meanings provided in 10 U.S.C. 4951.

Innovation and technology grants or contracts refer to awards issued pursuant to the Small Business Innovation Research and/or Small Business Technology Transfer programs or other prototyping agreements. You will collaborate with DoW and other government agencies and work cooperatively with them to accomplish the work under this award. You must not limit services to businesses based solely on business size, time in business, or number of employees.

Section B. Program Period of Performance.

Please refer to the period of performance identified in Division A of your award.

NOTE: The base year awards were made in fiscal year 2025, and each subsequent option period is awarded through the posting of a CLOSED Notice of Funding Opportunity (NFO). The final option period will cover the program in Fiscal Year 2029.

At the discretion of the agency, OPEN NFOs may be announced, and new awards made. Awardees of an OPEN NFO would then be eligible to apply for the next CLOSED NFO issued for the following option year.

Section C. Assistance to small business

You must make a concerted effort to seek out and assist small business concerns, Small Disadvantaged Businesses concerns (SDB), Women Owned Small Businesses concerns (WOSB), HUBZone small business concerns, and Service- Disabled Veteran- Owned Small Business concerns (SDVOSB).

To maximize the effectiveness of APEX Accelerator efforts and avoid duplication of products and services within a service area, in accordance with the allowable costs principles under 2 CFR § 200.405, APEX Accelerators are encouraged to coordinate with other APEX Accelerators, OSD and other recipients of federal grants, including Small Business Development Centers, Women's Business Centers, Veteran Business Outreach Centers, Manufacturing Extension Partnerships, or Manufacturing Innovation Institutes, where appropriate to benefit this Federal award. This may include, among other things, joint programmatic training sessions and/or outreach events.

APEX Accelerators should collaborate with each other or other entities such as those listed in this section, to minimize service overlap, maximize coverage, control expenses and maximize value to the program. APEX Accelerators may provide referrals to other training providers.

This award may not be used to provide general business training or financial assessments, including but not limited to assistance with general business plans or marketing plans, however coordination with other entities providing said services, including referrals and joint events, is allowable and encouraged.

Section D. Methods and Procedures

1. Outreach effort. You must have ongoing outreach procedures in place to make the public aware of your APEX Accelerator. Advertising costs for this purpose are allowable (refer to 2 CFR 200.421 or 48 CFR 31.205-1, as applicable).

2. Technical assistance. You must provide Procurement Technical Assistance via individual counseling, group education and training, internet-based resources and other methods as needed to ensure availability and acceptance by your clients.

You must provide this technical assistance free of charge. Procurement technical assistance includes, but is not limited to, assisting your clients with understanding Federal, State and local government requirements applicable to contracting for services, manufacturing, construction or other markets.

While the specific mix of services must be appropriate to your client base, you must offer the following core services:

- Identifying marketing opportunities and techniques for clients consistent with the client's products and services.

- Advising and assisting clients in the preparation and proper submission of applications, certifications, registrations, bids, proposals, et cetera required to be ready to do business with Federal, State and local government entities.
- Assist with finding government procurement opportunities, including providing "bid matching".
- Advise and assist clients in finding, pursuing and securing subcontracting opportunities from Federal, State and local government prime contractors and subcontractors at any tier.
- Advising and assisting clients concerning post-award functions.
- Training and/or counseling on:
    - Federal, State and local government contracting laws, policies and procedures.
    - The DoD Mentor-Protégé Program (MPP) and similar government programs.
    - Government accounting system requirements and contract payments;
    - The Procurement Integrated Enterprise Environment (PIEE) and Wide Area Work Flow (WAWF)
    - Subcontracting requirements; both as a higher tier and sub tier.
    - Government Points of Entry (GPE) as applicable
    - Small Business (SB) Innovative Research (SBIR) / SB Technology Transfer (STTR)
    - Federal government and DoW cybersecurity regulation compliance.
    - Obtaining federal contract data from data repositories (e.g. SAM.gov)
    - Business size and type (socioeconomic) certifications
- Information about contract-related risks related to Foreign Ownership, Control, and Influence (FOCI)
- Information about Cyber Security requirements and compliance

You may conduct events with other APEX Accelerators. When another APEX Accelerator participates in your event, charging another APEX Accelerator is allowable if necessary. In such cases, you may only charge a fee designed to be the minimum necessary to cover the actual cost of the other APEX Accelerator's participation. Cost recovery from another APEX Accelerator should be treated as program income.

3. Website

The APEX Accelerator shall maintain a website or web pages that clearly identifies the APEX Accelerator and provides, at minimum:

i. A description of the services offered by the APEX Accelerator.

ii. Email and phone point of contact for potential clients.

iii. The APEX Accelerator's service area

iv. Sponsored events and other events of potential interest to clients.

v. The website must fulfill the dual role of promoting the APEX Accelerator and its services while providing technical information and links that will be useful to APEX Accelerator clients.

vi. You must include links to help prospective and active clients find information needed to contract with local, state, and Federal government.

The website may be a standalone website, or may consist of a dedicated, APEX Accelerator- specific web page that is separate and distinct, but accessible via a link from the recipient organization's website. When the APEX Accelerator is referenced on other than the APEX Accelerator-specific web page, this statement must be used: "The APEX Accelerator is funded in part through a cooperative agreement with the Department of War".

The recipient must ensure their websites do not create the impression that the APEX Accelerator is part of any other Federal program and must not create the appearance that the APEX Accelerator is affiliated in any way with any non-DoW Federal agency.

4. Social Media. The APEX Accelerator shall maintain social media accounts, including LinkedIn, designed to reach the target market for APEX Accelerator services. As with the website, social media should be used both as a means of outreach/promotion of the program, and as a means of disseminating useful information related to government contracting.

5. Email. Email is a critical means of communication with clients, prospective clients, stakeholders and others.

i. Email and other correspondence generated by recipient and subrecipient APEX Accelerator employees when performing activities that are covered by the cooperative agreement must identify them as APEX Accelerator employees (i.e. email signature line, signature block, etc...).

The employee's signature block may also include the name of the recipient or subrecipient listed on the award and must not include the name or acronym of another federal assistance program unless the employee is co-located with one of those service providers, in which case "Co-located with..." may be used.

ii. In addition to person-specific email addresses, you must establish a generic email address for the APEX Accelerator (For example, APEXAccelerator@non-profit.org) that is not tied to a specific person.

Email and other correspondence generated by recipient and subrecipient APEX Accelerator employees must include clear information identifying them as APEX Accelerator employees when performing activities that are covered by the cooperative agreement (i.e. email signature line, signature block, etc...). The

employee's signature block may also include the name of the recipient or subrecipient listed on the award and must not include the name or acronym of another federal assistance program such as Small Business Development Center, Manufacturing Extension Partnership, Small Business and Technology Development Center, Minority Business Development Center unless the employee is co-located with one of those service providers, in which case "Co-located with..." may be used.

All signature blocks shall also include the DoW OIBG webpage for Apex feedback: https:// APEXAccelerators.us/#/feedback.

6. Information Exchanges. APEX Accelerators should facilitate information exchanges to include, but not limited to:

1. By providing client(s)' contact and capability information to government, government prime contractors, or subcontractors and/or by sponsoring or assisting with "matchmaking" and "industry day" events.

2. Making introductions and referrals among and between clients, government agencies, prime and all tier-subcontractors, and relevant service providers that are intended to facilitate the success of clients in the government industrial base.

7. Claims & Protests. The APEX Accelerator should educate clients regarding their rights to file protests and claims, including the applicable time limits and venues for these processes. **The APEX Accelerator shall not advise or participate in clients' decisions to protest or file claims. Once a client has filed a protest or claim, you must not provide further counseling on matters that are the subject of the specific protest or claim.**

8. Program Income. Program Income shall be managed in accordance with 10 USC 4955(d) and 2 CFR § 200.307, with the following amplifications:

- You must make it clear to clients that optional, fee-based, services are not required to receive other no-cost services.
- You may charge up to $50 per month ($600 per year) for each subscription type service, such as electronic bid match delivery.
- You may charge for optional customized reports that provide clients with historical contract data.
- For events, you must limit registration charges to attendees to the minimum amount anticipated necessary to cover the materials, facilities and food costs of that event.
- You may charge businesses exhibitor, sponsorship, and advertising fees for specific outreach events.

- You may propose to utilize program income as part of your proposed applicant share. No more than 25% of your applicant cost share may be composed of funds originated from program income. Utilization of program income as a portion of the recipient cost share is subject to Grant's Officer Approval.
- You must ensure compliance with the requirements of 10 USC 4955(d) to include the limitation on the amount of program income which may roll over to a following fiscal year.

9. Acting as the client's representative. In any communication, you must not assert that you speak for the client or act as if you are the client. You must always maintain your role as an advisor to, and not a representative of, the client.

Section E. Resources

You must maintain the resources necessary to carry out the program. At a minimum, these resources must consist of:

1. **Personnel.**

    a. **Program Manager.** You must have a dedicated Program Manager (PM) employed on a full- time basis. The PM directs and administers the operations of the APEX Accelerator and must have full authority to deploy all APEX Accelerator resources necessary to do so. The PM is key to the effectiveness of the APEX Accelerator and must have appropriate management qualifications and a thorough understanding of the requirements of this award. The PM should also have knowledge and understanding of Federal, State and local government contracting policies and procedures and financial management. The PM may support other programs as well, providing that the non-APEX Accelerator effort is minimal, does not negatively impact APEX Accelerator management functions, and is not performed using APEX Accelerator funding.

    In the event the PM position becomes vacant, you must provide immediate notice sent from an individual with signatory for the organization to the Grants Officer and Grants Officer Representative to include:

    i. Date position will become vacant.
    ii. Plan to fill position to include expected date position will be filled.
    iii. Name and resume of the person identified within the organization who will serve as "Acting in the position of the PM". Note, this person must also hold the same qualifications as required for the PM. The person serving in the acting role will be reimbursed actual costs for their salary, and not at a salary estimated for the vacant

PM.

Once a new PM is selected, provide a notice to the Grants Officer and Grants Officer Representative with the name and resume of the employee to ensure compliance with the terms and conditions above. It is recommended that the name and resume of the new PM is provided to the Grants Officer and Grants Officer Representative prior to a final job offer to ensure compliance with the terms and conditions above.

b. **Counselors.** You must employ personnel consisting of individuals who are qualified to counsel and advise business firms/clients on how to seek, obtain and perform on Federal, State and local government prime contracts and subcontracts). These employees must remain current in their knowledge of Federal, State and local government contracting laws, regulations, policies and procedures. In addition to technical competency, they must have interpersonal skills and counseling abilities.

c. Consultants. If you employ consultants, costs of consultants must not exceed 10% of the total program cost without specific written government approval in advance.

d. Professional Development. You must have appropriate professional development and training programs in place to address the above requirements. No cost training options shall be used to the maximum extent possible.

i. Full-time counselors and program managers are required to obtain a minimum of 40 hours of training per year on contracting laws, regulations, systems, and procedures, and more training may be desirable based on individual experience and technical changes in the contracting environment.

ii. Part-time employees charging an average of 20 or more hours per week to the APEX Accelerator must obtain at least 20 hours of training per year on contracting laws, regulations, systems, and procedures.

iii. Clerical, administrative and financial personnel must have sufficient training to perform their duties at a high level.

You must maintain resumes and evidence of training for all recipient and subrecipient personnel that are charged to the

program.

e. **Professional Standards.** You must require personnel, including those of subrecipients and consultants, to adhere to standards of professional conduct. Personnel must perform APEX Accelerator duties with ethics and integrity and avoid any real or perceived conflict of interest.

f. **Postaward Disclosure of Conflict of Interests**

(a) Recipient shall provide the Grants Officer a full disclosure in writing within 5 days if the Recipient identifies any potential or actual conflict of interest(s) of the Recipient, or any identified sub recipient, including:

(i) Financial or other interests that could result in an organizational conflict of interest that was not previously addressed;

(ii) A change to any relevant facts relating to a previously identified organizational conflict of interest; or

(iii) Specific client and industry relationships, that may present a conflict with the work to be performed

(b) If, in compliance with this clause, the Recipient reports financial or other interests that the Grants Officer identifies as a conflict of interest that cannot be addressed in a manner acceptable to the Government, the Grants Officer may terminate the agreement.

Email Addresses and Phone Numbers. A work email address must be provided to the Grants Officer Representative for all personnel who are charged to the cooperative agreement, including subrecipients, immediately or upon hire.

Work for Multiple Accelerators. Recipients with APEX Accelerator employees, subaward personnel, or consultants who perform labor for more than one APEX Accelerator must report details of the work performed for or sold to other APEX Accelerators.

2. **Facilities.** You (and any subrecipients as applicable) must have a facility or facilities for providing assistance to clients that is easily accessible to the public and located within your coverage area. APEX Accelerators may employ a strategy incorporating some employees who work remotely some or all the time.

You must be able to provide various methods of assisting clients in a confidential environment but must not have extravagant or excessive facilities or facility costs that are beyond the type generally recognized as ordinary and necessary for the

operation of an APEX Accelerator.

Section F. Naming, branding, acknowledgement of support and use of logos

The “APEX Accelerator” branding guide is available for use at https://www.apexaccelerators.us/#/documents. To the maximum extent practicable, recipients must identify themselves as an APEX Accelerator. Your doing so will help promote the APEX Accelerator brand and build awareness that you operate as part of the larger program. Your name must not include the name or acronym of another federal program such as Small Business Development Center, Manufacturing Extension Partnership, Small Business and Technology Development Center, Minority Business Development Center, etc. Logos must include “APEX Accelerator” and must not include the name or acronym of another federal program.

i. Except for business cards, materials you produce for the public including, but not limited to, event flyers, press releases, brochures, advertisements, training booklets, websites and social media accounts must acknowledge DoW support using the following statement: “This APEX Accelerator is funded in part through a cooperative agreement with the Department of War.” You must not alter the statement. You may acknowledge support of other resource partners in a separate sentence but must not at any time indicate the APEX Accelerator is part of, offered, or hosted, by any other federal program or any entity whose name is the same as a federal program. You must not create the appearance that any other federal program provides funding to the APEX Accelerator. You may use language that indicates the APEX Accelerator is co- located with other federal programs.

ii. You may include in your materials the logo and link to the association currently known as the National APEX Accelerator Alliance (NAPEX).
iii. Business cards are not required to acknowledge DoW support but must adhere to all other terms and conditions in Section F and may only include the APEX Accelerator and recipient’s logos.
iv. You must not use any DoW logos, other than APEX Accelerator logo.

Section G. Service area

You must usually limit the clients you assist to those located within the service area specified in the award. Subject to the limitations below, you may assist clients outside your service area if you notify the APEX Accelerator, if any, that is responsible for that client’s area. This may include assisting US firms who are actively seeking subcontracts from foreign firms performing on US government contracts.

1. You must not charge the cost of assisting clients from areas that are not distressed areas to an award when the service area is identified as a distressed area. Similarly, if the award includes both a distressed and non-distressed area budget, you must not charge the cost of assisting clients from areas that are not distressed areas to the

budget specified for service to a distressed area.

2. If your service area is identified by Bureau of Indian Affairs' regions, your service area includes all federally recognized Indian tribes and Alaska Native entities, their members and reservations in the regions specified.

3. For the purposes of distressed area determinations, see 10 USC § 4951(2).

Section H. Success stories

You must maintain success stories attesting to the assistance provided to your clients during the period of performance specified in this award and you must make these stories available to the Government upon request. A success story is one that demonstrates a direct effort of the APEX Accelerator that generated employment and/or helped to improve the economy of a locality by assisting a client(s) in obtaining or performing under a Federal, State, or local government prime contract(s). subcontract(s), assistance instruments, or other significant events.

Each success story should include the following, as applicable:
1. Client name;
2. Client address;
3. Client point of contact;
4. Contracting agency point of contact, telephone, contract number and dollar value of award (if applicable);
5. Narrative description of the issue(s); and
6. Narrative describing the APEX Accelerator's contribution to the success story and the tangible results that resulted.

Section I. Client surveys

You must have a process in place to frequently survey your clients and prospective clients' satisfaction with your APEX Accelerator. See Appendix A for instructions and requirements for you to conduct surveys and report the results utilizing the APEX Performance report.

DOCUMENTATION STANDARDS: You must maintain documentation to substantiate the survey results you report, which must include copies of all returned surveys.

Section J. Data Calls

APEX Accelerator Program Managers are required to respond to all data call requests (including request for Success Stories) from the Program Office (OIBG) within the specified timeline listed in the data call message. If the data call is not applicable to you or you have nothing to offer, that shall be your response. Failure to provide a response may have an adverse effect on your past performance rating.

Section K. Allowability of certain costs and cost sharing contributions

The allowability of costs and cost sharing or matching contributions is addressed more generally in General Terms and Conditions FMS Articles III and VI, respectively.

i. **Third-party in-kind contributions**. Among other things, contributions must be allowable under the applicable cost principles. Regarding third-party in-kind contributions, this means that contributions are allowable only if they are items that would have been justified to help meet program goals to include in the budget as direct costs had they not been donated. Acceptable third-party in-kind contributions are performed by the third party for the direct benefit of the APEX Accelerator. Activities performed by third parties in their ordinary course of business, in pursuit of their own organization's mission, are usually not acceptable as in-kind contributions just because those activities coincidentally support the APEX Accelerator. Anything that is normally available free of charge to the APEX Accelerator or clients is not acceptable as a third-party in-kind contribution (e.g., use of a public library). "Discounts" are never acceptable third-party in-kind contributions. You may count a third-party in-kind contribution towards the award's cost sharing or matching requirement only after you receive and use it. You must not count third-party contributions or donations that were made available for you to use, but that you do not actually use. Third-party in-kind contributions must be documented.

ii. **Food and beverages**. Except for non-local travel for APEX Accelerator personnel, any cost related to providing food and/or beverages for APEX Accelerator personnel, government representatives, or clients is unallowable for either reimbursement or towards your cost sharing or matching, including use as a third-party in-kind contribution. This does not prohibit the charging of reasonable fees to attendees of APEX Accelerator events, such as a conference or workshop, to pay for necessary refreshments. These fees constitute program income and must be accounted for as such (refer to General Terms and Conditions FMS Article VII or 32 CFR 34.14, as applicable).

iii. **Memberships and Conference Fees.** The cost of individual memberships (e.g., personal memberships for APEX Accelerator staff) in any business, technical, and professional organization is not allowable. APEX Accelerator membership dues charged to an APEX Accelerator award are an allowable expense.

APEX Accelerator employees are eligible to charge the program to perform voluntary work as a Committee or Board member of the National APEX Accelerator Alliance (NAPEX) and are encouraged to volunteer their expertise to maintain and enhance the services NAPEX makes available to members. APEX Accelerators, may be reimbursed for NAPEX membership dues in an amount not to exceed .006 of an APEX Accelerator's total annual program cost, determined at time of award. Time spent working within the standard work week for NAPEX in excess of 13 hours a quarter must be documented and reported quarterly with the name of the employee(s), the number of hours worked, and a concise explanation of the work performed, on the APEX Program

Financial Report. A concise explanation of the work performed is provided by inserting a comment or note on tab F1_Personnel column “Actual Hours for NAPEX Support”. APEX Accelerators must not lobby or engage in fundraising while donating time to NAPEX.

Historically, NAPEX membership has included:

i. Internet accessible means to communicate with other members in a group forum such as the NAPEX Connect tool
ii. Internet accessible collection of training materials such as the Body of Knowledge
iii. Website that includes current contact information for all APEX Accelerator primary and sub-centers
iv. Cost for NAPEX conference and seminar registration lower than that charged to non-members
v. APEX Accelerator Counselor training and certification program. Curriculum must include online training offered by the Warfighting~~Defense~~ Acquisition University (WarU)
vi. Recommended Program Manager training curriculum including online training offered by the ~~Defense~~ Warfighting Acquisition University (WarU) and equivalents

Conference registration fees, for any event, with any organization should not exceed $1,500 per person.

iv~~vi~~. **Indirect costs**. Amounts for indirect costs and/or indirect rates (also known as “Facilities and Administrative,” or F&A, costs or rates) incorporated into any specific award are subject to downward revision only during the period of performance of that award.

v. Parking fees at the APEX Accelerator offices shall be part of the indirect costs or fringe costs and cannot be a direct cost.

Section L. Distressed and non-distressed area budgets

If the award includes both a distressed and non-distressed area budget:

1. You must segregate and accumulate costs in each of the two budget areas and you are responsible for ensuring that the costs charged to either budget are allocable in accordance with the principles and methods provided in the applicable cost principles. The award does not imply the approval of a predetermined ratio or apportionment of incurred cost to be charged to the award as “distressed” or “non-distressed”.

2. You may submit combined payment requests; however, the request must segregate the amounts charged to each of the distressed and non-distressed area budget and show the Federal and non-Federal shares of each amount.

Section M. Transfer of Funds among direct cost categories

General Terms and Conditions FMS Article IV addresses prior approval requirements for the transfer of funds among direct cost categories (i.e., personnel, fringe benefits, travel, etc.) for expenses listed on the approved budget when the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget. In the case of an award that includes a distressed and non-distressed area budget, this requirement applies to each of the two budgets individually.

Section N. Requests for Payment

1. You may submit requests for payment monthly, but you must submit requests for payment at least once each quarter with a period ending date matching the financial and performance reports.

2. Each request for payment must include the approximate portion of the recipient's cost matching share of expenses listed on the award unless the Grants Officer has authorized the recipient to request reimbursement for the Federal share, prior to contributing the recipient share. In this case approximate is used to allow flexibility while expressing the expectation that recipients pay their share along with the Federal share as the period of performance progresses. The amount requested for payment each quarter should match the respective values reported in the SF 425.

3. Each request for payment must include the latest version of your APEX Reports showing your activity towards budget execution and meeting your performance goals.

4. Each request for payment must be reviewed and concurred with by the Program Manager. Concurrence means that the Program Manager agrees with the grant voucher and APEX Reports.

5. You must submit requests for payment using Wide Area Workflow (WAWF) accessible at https://wawf.eb.mil.

a. The required voucher type selection is Grant Voucher.
b. To ensure DFAS can process the payment, your voucher (invoice) number should not exceed 10 characters. (i.e. BVN0001, BVN0002, etc..)
c. For the Contract Number Type, select Cooperative Agreement.
d. For Contract Number, enter the Agreement Number listed in the award.
e. For the Issue By DoDAAC enter the DoDAAC listed in the award, Issued by

block.
f. For the Admin by DoDAAC enter the DoDAAC listed in the award, Administered by block.
g. For the Pay Official, enter the DoDAAC listed in the award, Payment will be made by block.
h. Use the Attachments tab to attach the APEX Reports and submit them in Lynx Allyance (when available). Although you must maintain supporting documents to substantiate costs included in the voucher, in accordance with the DoD FMR Volume 10, Chapter 19, Section 190404, you need not submit them with your payment request.

The Prompt Payment Act does not apply; Interest should not accrue on late payments.

Section O: Supporting Information

Information such as consultant agreements, vendor quotes, and personnel work agreements may be required to be submitted to the Government to support proposed costs or to determine the employment status of personnel.

The Government's due diligence review and continuous monitoring may include but not be limited to information on performance, ownership and organization, assets and operations, business/company management experience and strategy, processes and policies, business/company reputation and affiliations, litigation, regulatory, financial standings, upper management and key personnel's personal capitalization or ventures, business/company agreements, sales, transfers, partnerships, mergers, acquisitions, or takeovers etc. Based on these reviews, additional supporting information may be required from the Recipient.

For the purpose of clarity, all subcontractors or other arrangements included in the Recipient's proposal and/or the final approved budget do not require additional approval to commence performance. Additionally, Recipient shall not be required to receive approval from the Grants Officer or any other U.S. Government official to enter subcontracts or other arrangements valued below the Simplified Acquisition Threshold as defined in FAR Part 2.101. Finally, to the extent that approval is required for the Recipient to enter a subcontract or other arrangement, the Grants Officer, or his or her delegate with the authority to approve of such subcontractor or other arrangement, shall respond within a reasonable time upon receiving a request from the Recipient to enter into the subcontract or other arrangement in support of performance of this Cooperative Agreement.

The Government's receipt of this information does not constitute approval or acceptance of any term or condition included therein.

Section P. Performance Measurement

The APEX Accelerator program metrics are published on the APEXaccelerators.us website. The metrics reflect the programmatic goals for the DoD OSBP and APEX Accelerators program. Please begin working towards these goals, utilizing the metric measurements, within your program.

The purpose of the metrics is to incentivize and drive performance. The Government may also use the metrics in the evaluation of your past performance. As they relate to metrics, the requirements are to propose goals, work toward those goals, and provide updates in your performance reports explaining your progress on your proposed goals. When a goal is not met, explain why the goal wasn't met, and provide a plan to attempt to meet that goal in the following quarter(s).

Section Q. Unliquidated Obligations

Penalties may be assigned when there is an unliquidated obligation after the final invoice is approved. Penalties are assigned based on the percentage of the total federal share that remains unliquidated after the final invoice is approved OBJ/OBJ. APEX Accelerators are encouraged to fully execute their budget during the period of performance or request a no-cost extension or a deobligation during the OBJ period of performance. The bilateral no-cost extension or deobligation modification must be fully executed within the period of performance. A bilateral no-cost extension or deobligation modification request must be received no later than 45 calendar days from the last day of the period of performance. Penalties may be assigned as seen below. Waivers to penalties or requests for reductions to penalties will be considered on a case-by-case basis.

Formatted: Underline

ULO Range (%)	Penalty Tier	Penalty %	Penalty Description / Action Required
≤ 0.9%	No Penalty	0%	No financial penalty.
1.0% - 4.9%	Minor Penalty	25%	Loss of 25% of the unliquidated obligation from the next fiscal year's federal share.
5% - 9.9%	Moderate Penalty	50%	Loss of 50% of the unliquidated obligation from the next fiscal year's federal share.
≥ 10.0%	Severe Penalty	100%	Loss of 100% of the unliquidated obligation from the next fiscal year.

Example of no penalty: An APEX Accelerator has a federal share of $1,000,000.00 and at the end of the period of performance has an unliquidated federal share obligation of $8,000.00. 0.80% of the federal share was not spent. No penalty will be assigned.

Example of minor penalty: An APEX Accelerator has a federal share of $800,000.00 and at the end of the period of performance has an unliquidated federal share obligation of $20,000.00. 2.50% of the federal share was not spent. A minor penalty of 25% or $5,000.00 may be assigned calculated as $20,000.00 * .25.

Example of moderate penalty: An APEX Accelerator has a federal share of $1,500,000.00 and at the end of the period of performance has an unliquidated federal share obligation of $81,000.00. 5.40% of the federal share was not spent. A moderate penalty of 50% or $40,500.00 may be assigned calculated as $81,000.00 * .50.

Example of severe penalty: An APEX Accelerator has a federal share of $1,200,000.00 and at the end of the period of performance has an unliquidated federal share obligation of $150,000. 12.5% of the federal share was not spent. A severe penalty of 100% or $150,000.00 may be assigned calculated as $150,000.000 * 1.

~~Waivers to penalties or requests for reductions to penalties will be considered on a case by case basis.~~

Formatted: Indent: Left: 0"

Formatted: Heading 1, Space Before: 0.05 pt, Line spacing: single

Appendix A

1. APEX Performance Report

Performance reports shall be submitted to osd.pentagon.ousd-a-s.mbx.apex-accelerator-pmo@mail.mil, the Grants Officer Representative, or submitted in Lynx Allyance (when available). Information and instructions on how to submit the performance report are available in the APEX Accelerator Portal, found at APEXAccelerators.us.

APEX Performance Reports are due unless amended in the agreement:

Reporting Period	Report Due
Period of Performance (PoP) start date through 180 days	210 days after PoP start date
181 days after PoP start date through 360 days	390 days after PoP start date

APEX Accelerators may be required to submit a performance report on a quarterly basis, if requested by the Grants Officer or Grants Officer Representative. If so, the reporting schedule is as follows unless amended in the agreement:

Reporting Period	Report Due
Period of Performance (PoP) start date through 90 days	120 days after PoP start date
91 days after PoP start date through 180 days	210 days after PoP start date
181 days after PoP start date through 270 days	300 days after PoP start date
271 days after PoP start date through 360 days	390 days after PoP start date

2. APEX Financial Report

Financial reports shall be submitted to osd.pentagon.ousd-a-s.mbx.apex-accelerator-pmo@mail.mil, , Grants Officer Representative, or submitted in Lynx Allyance (when available). Information and instructions on how to submit the financial report are available in the APEX Accelerator Portal, found at APEXAccelerators.us.

Reporting Period	Report Due
Period of Performance (PoP) start date through 90 days	120 days after PoP start date
91 days after PoP start date through 180 days	210 days after PoP start date

181 days after PoP start date through 270 days	300 days after PoP start date

271 days after PoP start date through 360 days	390 days after PoP start date
271 days after PoP start date through 360 days	480 days after PoP start date (Final APEX Financial Report)

3. Client Satisfaction Survey

You must have a process in place to survey your clients and prospective clients' satisfaction with your APEX Accelerator. Your process must be ongoing so that it allows you to receive surveys continually (at least once per quarter) and to report up-to-date figures in each of your APEX Performance Reports.

Your survey must include the questions below and solicit feedback from respondents using the scale (5) Strongly agree; (4) Agree; (3) Neither agree nor disagree; (2) Disagree; (1) Strongly disagree. Survey respondents must also be provided the opportunity to opt out of answering a particular question by responding that the question is not applicable (N/A).

You must calculate and report the average rating provided by survey respondents. In calculating the average, only count respondents that answered the particular question, which may be less than total survey respondents. Do not count respondents that answer "N/A" when you make this calculation. You must count a particular survey respondent's feedback more than once if the respondent returned more than one survey and you must count all surveys returned regardless of the whether the respondent is an active client or not. Report survey results, according to your APEX Performance Report due date, by inserting a comment on Tab 0- Cover Page cell B8 on your APEX Performance Report.

Mandatory survey statement and questions follow –

Question #1 –

APEX Accelerators are required to help businesses understand how to sell goods and services to U.S. governments.

(name of the APEX Accelerators) provided me with information about contracting-related processes and procedures used by Federal, State and/or local governments and/or assisted me by hosting an event where

I was able to network with other businesses or government personnel to learn about government contracting or subcontracting opportunities or procedures.

Question #2 -

(name of the APEX Accelerators) staff is knowledgeable with regard to the terms, conditions, procedures, rules and regulations relating to contracts with Federal agencies, State and/or local governments.

Question #3 -

If requested, I was offered a one-on-one (in-person, via phone or online) counseling session within 30 days of my request.