

BAA Announcement # DHAPP-BAA 11-004

BROAD AGENCY ANNOUNCEMENT (BAA) DEPARTMENT OF DEFENSE HIV/AIDS PREVENTION PROGRAM

This publication constitutes a Broad Agency Announcement (BAA) as contemplated in DoD Grants and Agreement Regulations (DODGARS) 22.315. Additional information regarding this announcement will not be issued.

The issuing office will not issue paper copies of this announcement. The Naval Health Research Center reserves the right to select and fund for award all, some, or none of the proposals in response to this announcement. No funding shall be provided for direct reimbursement of proposal development costs. Technical and cost proposals (or any other material) submitted in response to this BAA will not be returned. All proposals will be treated as sensitive information. Their contents will only be disclosed for the purposes of evaluation.

It is anticipated that awards will take the form of grants, cooperative agreements, or contracts. Therefore, all proposals submitted as a result of this announcement will fall under the purview of (a) the Federal statute authorizing this award, or any other Federal statutes directly affecting the performance of this Grant and (b) Department of Defense Grants and Agreements Regulations (DoDGARs).

All prospective grantees for this BAA, Number 11-004, are on actual notice that the Department of Defense and the Department of the Navy (collectively referred to as "Grantor") rely on third-party contractor support. Consultant contractor employees, with appropriate non-disclosure agreements and organizational conflicts of interest clauses in their respective contracts with the Grantor, will be reviewing grant proposals and may be involved in Grant administration for the life of any awarded grant. If you have any questions or concerns, please contact Latrice Rubenstein, Grants Officer, at Latrice.Rubenstein@navy.mil before the closing date of the BAA.

I. GENERAL INFORMATION

1. Agency Name

Technical:
Naval Health Research Center
Department of Defense HIV/AIDS Prevention Program
140 Sylvester Road
San Diego, CA 92106

Issuing Grants Office:
Fleet and Industrial Supply Center, Code 230
937 N. Harbor Dr.
San Diego, CA 92132-5106

2. Program Name

Department of Defense HIV/AIDS Prevention Program

3. Opportunity Title

FY11

Department of Defense HIV/AIDS Prevention Program
DHAPP) Information Systems Development

4. BAA Number

DHAPP-BAA 11-004

5. This announcement will remain open until 30 September 2011. Concept Papers must be submitted by 25 April 2011. Once notified that a full proposal is not desired from a Concept Paper, resubmission of the same Concept Paper is strongly discouraged.

6. Opportunity Description

6.1 Background

The US Government has a long history and extensive network of international collaboration and partnerships in the fight against HIV/AIDS, providing funding, technical assistance, and program support. These collaborations increase the fundamental understanding of HIV transmission and provide an evaluative basis for prevention and intervention success. The current HIV/AIDS epidemic is devastating. Militaries, in particular, have been identified as a high-risk population. In order to target this population, the Naval Health Research Center (NHRC), San Diego, California, under the oversight of the Navy Surgeon General, has been tasked to serve as the US Department of Defense (DoD) Executive Agent for the DoD HIV/AIDS Prevention Program (DHAPP).

DHAPP has successfully engaged over 80 countries in efforts to combat HIV/AIDS among their respective military services. DHAPP is a partner U. S. Government (USG) organization collaborating with the US State Department, Health and Human Services, US Agency for International Development, and Centers for Disease Control and Prevention, in the President's Emergency Plan for AIDS Relief (PEPFAR). Working closely with US Department of Defense, US Unified Combatant Commanders, Joint United Nations Programme on HIV/AIDS, university collaborators, and other nongovernmental organizations, DHAPP assists countries in establishing HIV/AIDS prevention, care and treatment programs and/or strengthening their capabilities to combat HIV.

The DoD HIV/AIDS Prevention Program (DHAPP), based at the Naval Health Research Center (NHRC) in San Diego, California, provides technical assistance, management, and administrative support of the global HIV/AIDS prevention, care, and treatment for foreign militaries. DHAPP administers funding, conducts training, and provides technical assistance to participating militaries. In addition, DHAPP staff members serve on most of the PEPFAR Technical Working Groups and Core Teams through the Office of the U.S. Global AIDS Coordinator. DHAPP provides HIV program execution and monitors outcomes, with staff that includes active duty military, civil service, and contract personnel.

More information about countries in which DHAPP currently operates and existing DHAPP programs can be found on the DHAPP website:

<http://www.med.navy.mil/sites/nhrc/dhapp/background/Pages/default.aspx>

6.2 Program Purpose and Plan

DHAPP continues to rely upon the vital support of various partners, such as non-governmental organizations (NGOs), in implementing HIV prevention, care and treatment programs across the globe. Each country has a customized plan to help the countries' militaries bring its HIV/AIDS programs to sufficient scale to help reduce the spread of the epidemic and mitigate its impact.

This BAA is intended to solicit existing partners and establish new partners to support the development of a DHAPP.org web site. This site will serve as a source for program updates, with both a public side for general information, as well as password protected privacy modules for compartmentalized and specific partner information and access. Capacities of the site should include a file structure to upload and download files, internet and email messaging, as well as database functions to support information gathering and analysis.

6.3 Sources of Funding

The source of funds is the Department of State's Office of the U.S. Global AIDS Coordinator (O/GAC) to implement the President's Emergency Plan for AIDS Relief (PEPFAR). The overall program manager for PEPFAR is the Department of State's Office of the U.S. Global AIDS Coordinator (O/GAC). DHAPP provides intermediate support for military-specific programs. Country HIV programs supported by PEPFAR funds can be found on the O/GAC website: <http://www.state.gov/s/gac/>. PEPFAR funds require additional certifications as identified in Attachment 1.

Quarterly fiscal and activity status reports are required, but monthly submission is encouraged. Training to enable compliance will be provided by the DHAPP office.

Semi-annual Indicator Reports are required. Training will be provided by the DHAPP office.

All human subjects research conducted with DHAPP or PEPFAR funding shall comply with all applicable Federal, State, Department of Defense, and Navy statutes, regulations, and

instructions governing human subjects protections in research. This shall include that the Grant Recipient ensure that DHAPP/PEPFAR supported human subjects research only be conducted under a Federal Wide Assurance granted by DHHS (or an Assurance granted by other federal department), and that such research be approved by a properly-constituted and registered Institutional Review Board (IRB). All Grant Recipients shall provide documentation of their Assurance and IRB approval to DHAPP/NHRC IRB and Human Research Protection Official (HRPO) and ensure compliance with requests from the HRPO, before any human subjects recruitment or enrollment.

Appropriate DHAPP and DoD logos should be included in any material deliverables that are developed through funding from DHAPP. The Department of Defense through its agent, DHAPP, will retain ownership of these deliverable products for reproduction and other purposes.

DHAPP serves as the overall program manager for this funding.

7. Points of Contact:

Administrative questions shall be directed to the cognizant Grants Officer, as specified below:

Latrice Rubenstein
Grants Officer
Fleet and Industrial Supply Center, Code 230
San Diego, CA 92132-5106
(619) 532-4357
Latrice.Rubenstein@navy.mil

Programmatic or technical questions shall be directed to DHAPP's Grants Coordinator, as specified below, who will coordinate responses from the appropriate DHAPP staff member.

Cynthia Simon-Arndt
(619) 553-0131
Cynthia.SimonArndt@med.navy.mil

8. Instrument Type

It is anticipated that awards resulting from this announcement will be grants, contracts, or cooperative agreements.

9. Additional Information:

This BAA is soliciting proposals for Fiscal Year 2011. This BAA expires on 30 September 2011.

Proposals are sought in the following PEPFAR Program Areas:

Program Areas
Strategic Information

Program Area Budget Codes:
HVSI Strategic Information

II. AWARD INFORMATION

Anticipated Award Information is as follows:

Grants are expected to be for one (1) years.

Total available is approximately \$80,000

Award Types: Grants or Cooperative Agreements

Anticipated Period of Performance for Awards: The period of performance is anticipated to be one (1) year from the effective date of award

Responses are requested from interested organizations to support the development of a DHAPP.org interactive web site and data management system.

Range of Approval/Disapproval Time:

Based on the availability of funds, full proposals will be selected approximately 45 days after the date of this BAA.

III. ELIGIBILITY INFORMATION

All responsible sources from academia, industry, and non-governmental organizations may submit proposals under this BAA. No grants may be awarded directly to foreign military establishments. All respondents must demonstrate the active support of the in-country military and the DoD representative in the corresponding US Embassy in the planning and execution of their proposals.

IV. APPLICATION AND SUBMISSION INFORMATION

1. Application and Submission Process

OFFERERS ARE EXPECTED TO SUBMIT A CONCEPT PAPER IN ADVANCE OF A FULL PROPOSAL. A FULL PROPOSAL SHOULD ONLY BE SENT IF INVITED FORMALLY AFTER REVIEW OF THE CONCEPT PAPER.

Concept Papers shall consist of three sections: (I) Executive Summary, (II) proposed Activities and (III) Cost Summary. The details of each section are described below.

Proposals shall consist of three sections: (I) Technical Approach, (II) Qualifications and (III) Cost. The details of each section are described below.

The Concept Paper evaluation will commence on or about May 2, 2011. Notification of requests for full proposals is anticipated soon thereafter. Unless otherwise specified, the due date for receipt of full proposals is two weeks from receipt of the request for a full proposal from the Grants Officer or Programmatic Office. It is anticipated that final selections will be made by June 2011. A Full Proposal shall be submitted only after a formal invitation has been received from the Grants Officer. Upon Completion of the final proposal evaluation process and final selections, the Offeror shall be notified via e-mail of its selection or non-selection for award. Assuming all needed documentation has been received by the grants office; grants are processed within three months of notification.

2. Address for the Submission of Proposals

Respondents to this solicitation must submit an electronic copy, which should be submitted via e-mail to the following individuals:

Latrice.Rubenstein@navy.mil (Grants Officer)
cynthia.simonarndt@med.navy.mil (DHAPP Office).

Please include BAA announcement number (DHAPP-BAA 11-004), and Offeror Name in the subject line when sending the electronic copy, with 'Offeror' identifying the organization submitting the proposal.

3. Format and Content Proposals

A. Proposal Format –

Proposal submissions will be protected from unauthorized disclosure in accordance with applicable law, and DoD/DoN regulations. Respondents are expected to appropriately mark each page of their submission that contains proprietary information.

Proposals, sample materials, letters of support, and all other documentation and correspondence are to be submitted in English. Copies of materials produced as a result of an award from this BAA should be sent within 30 days of completion to Ms. Melissa Myers at Melissa.myers@med.navy.mil.

Proposals shall be submitted electronically (see paragraph 2 above) in Microsoft Office 2000 compatible or Adobe Acrobat format, within the following guidelines:

Concept Paper Format

- Paper Size – 8.5 x 11 inch paper
- Font Size - no less than 10 point font
- Margins – 1” inch
- Spacing – Single or double-spaced

- Copies – one (1) electronic copy containing all of the required sections (see section IV.2.)
- Number of Pages –No more than ten (10) pages single-sided pages (excluding cover page, cost breakdown, Staffing Needs/Costs, and Timeline for Completion). Concept Papers exceeding the page limit may not be evaluated.

Full Proposal Format

- Paper Size – 8.5 x 11 inch paper
- Font Size - no less than 10 point font
- Margins – 1” inch
- Spacing – Single or double-spaced
- Copies – one (1) electronic copy containing all of the required sections (see section IV.2.)
- Number of Pages – Sections I and II are limited to no more than 30 pages. Section III has no page limit. The cover page and table of contents are excluded from the page limitations. Proposals exceeding the page limit may not be evaluated.

B. Concept Paper and Full Proposal Content.

Concept Paper Content

- Cover Page – The Cover page shall be labeled “PROPOSAL CONCEPT PAPER,” and shall include the BAA number (DHAPP BAA 11-004), proposed title, Offeror’s administrative and technical points of contact, with telephone numbers, facsimile numbers, and Internet addresses. It shall be signed by an authorized officer.
- Signed Standard Form 424, 424a and 424b as applicable. Forms can be found at www.grants.gov.
- Narrative shall include:
 - Executive Summary--**Briefly** summarize the overall proposed program in one page or less. Include information on background, overall goal and objectives.
 - Proposed Activities – In more detail describe the proposed activities in more detail, displaying knowledge of the needs of the partner military, how objectives will be met, and how you will evaluate the success of the project. A brief work plan and list of deliverables should be included.
 - Cost Breakdown.
 - Staffing needs and costs -- To the extent possible, state the personnel management and staffing costs by individual and further break down the percent of time each individual is working on the project. Other administrative costs associated with project management should also be specified.
 - Timeline for completion – an outline of the estimated activities for each quarter with a schedule of milestones

Full Proposal Content

- i. Cover Page:
 - (1) BAA Number;
 - (2) Title of Proposal;

- (4) Identity of Prime Respondent and complete list of subcontractors, if applicable;
- (5) Technical Contact (name, address, phone, fax and e-mail);
- (6) Administrative/Business Contact (name, address, phone, fax and e-mail);
- (7) Duration of effort

ii. Table of Contents: Section, Title and page numbers are required.

iii. Signed Standard Form 424, 424a and 424b as applicable. Forms can be found at www.grants.gov. Signed Certifications (Attachment 1).

iv. Section I: Technical Approach. The following items shall be addressed:

- **Executive Summary.** Briefly summarize the overall proposed program in one page or less. Include information on background, overall goal and objectives.
- **Background Information.** Provide general background information about the offeror's experience, as well as an understanding of DHAPP's needs.
- **Goal and Objectives.** Describe (a) the overall goal of the proposal described in your proposal, and (b) how it will assist DHAPP through DHAPP.org with its priority activities.
- **Statement of Work.** In an Excel spreadsheet, provide a summary of your planned activities for each program area (a list of program areas and an example is provided in Attachment 3). Please use the following column headings: Country, Offeror, Program Area Budget Code (use 2-digit - 4-letter abbreviation), Funds Requested, and Brief Statement of Work. Under the "Country" heading you will list "HQ".
- **Work Plan.** Clearly detail the scope and plan of the effort.
- **Deliverables.** Offeror should provide detailed description of the results and products to be delivered. Appropriate DHAPP and DoD logos should be included in any material deliverables that are developed through funding from this BAA. The Department of Defense through its agent, DHAPP, will retain ownership of these deliverable products for reproduction and other purposes. It is understood that publications may occur based on program developments that are not necessarily research in nature. Nonetheless, DHAPP personnel should be consulted on, directly involved in, and share authorship in any publications that result from projects that are funded by this BAA. A copy of any and all publications, including appropriate acknowledgement language, that are funded by this BAA shall be provided to the NHRC PAO for approval and comment prior to release. The Grantee will provide all technical data including reports, drawings and blueprints, all research data including data collected, data collection tools, data bases and data tables, and all computer software, that result from work performed under this grant.
- **Monitoring and Evaluation.** State how you will ensure the quality of the product and that it meets the established goals for DHAPP.
- **Schedule and milestones.** Provide a schedule and description of major milestones or tasks to be accomplished in the proposed program by quarter (e.g., by 3-month period). No set number of milestones is required; the number and nature of the milestones will depend on your program and objectives.

v. Section II: Qualifications

- **Primary Staff Members and Roles.** Identify the **primary** staff members who will direct and manage the proposed program objectives and briefly describe the roles and responsibilities of each person. Provide names, title, estimate of percent of time devoted to **this** proposal, and a paragraph describing area of expertise/relevant experience, qualifications, and capabilities. If sub-contracting significant elements of the proposed work, identify companies by name, the companies area(s) of responsibility with respect to this project, the names and titles of key individuals, along with their area(s) of expertise (if different than title) and the individuals' roles and responsibilities and percent of time effort for this proposed effort.
- **Other Partners.** List any subcontractors or subgrantees that you propose to use for this project as well as their experience.

vi. Section III: Cost

- Names, phone numbers and e-mail addresses of cognizant federal agency points of contact, and whether the proposal includes approved Negotiated Indirect Cost Rate Agreement (NICRA) rates.
- Total Cost Breakdown: Detailed breakdown of all costs, by cost category:
 - Direct Labor – Individual labor category or person with associated labor hours and unburdened direct labor rates
 - Indirect Costs – Fringe Benefits, Overhead, G&A, COM, etc. (must show base amount and rate)
 - Rate Agreement
 - Proposed grantee-acquired equipment, such as computer hardware for proposed projects, should be specifically itemized with costs or estimated costs. An explanation of any estimating factors, including their derivation and application, shall be provided. Indicate purchasing method and procurement policies (competition, price comparison, market review, etc.)
 - Travel – Numbers of trips, destinations, duration, etc.
 - Sub-awards
 - Rationale for selection of sub-awardee
 - A cost proposal as detailed as the Respondent's cost proposal is required to be submitted by the sub-awardee.
 - Consultant – Provide consultant agreement or other document which verifies the proposed loaded daily/hourly rate
 - Materials – Specifically itemized by cost. An explanation of any estimating factors including their derivation and application should be provided. Indicate purchasing method and procurement policies (competition, price comparison, market review, etc.)

V. EVALUATION INFORMATION

1. Evaluation Criteria

Proposals will be selected through a technical and business decision process with technical considerations being most important. Criteria are listed in descending order of priority. Any sub-criteria listed under a particular criterion are of equal importance to each other.

A. Technical Approach.

- i. Goals and Objectives. The proposal clearly states the overall goal(s) of the program and has specific, measurable objectives. The proposal will develop DHAPP.org in a manner that will enhance the ability to work on established DHAPP priority activities (see section 6.2 above)
- ii. Work Plan and Deliverables. The proposal contains sound methods, an appropriate work plan described in sufficient detail and appropriate deliverables.
- iii. Schedule and milestones. The proposed plan is feasible and contains concrete, achievable schedule and milestones.

B. Qualifications.

Primary staff members are eligible to perform the work.

C. Cost.

Cost will be evaluated for realism, reasonableness and eligibility. All costs must be listed, justified and match the scope of the effort.

2. Evaluation Process.

2.0. Based upon receipt of promising Concept Paper(s), DHAPP will request a full proposal using the appropriate rating sheet. The Offeror will receive a response either requesting a full proposal or noting the rationale for not requesting one.

2.1. *Step 1.* Full proposals will be reviewed by a primary reviewer (generally the desk officer or a technical expert), a secondary reviewer and provide their input to a full review panel.

2.2. *Step 2.* A team of Government technical experts will evaluate the proposals' technical approach, qualifications and cost for realism and reasonableness. This Proposal Evaluation Panel shall include reviewers external to the DHAPP staff. The Government will use selected support contractor personnel as technical advisors to the Government evaluators. Contractor personnel may also provide administrative assistance in the handling of proposals. All contractor personnel will be bound by appropriate non-disclosure agreements to protect proprietary and source-selection sensitive information.

The Proposal Evaluation Panel will review all proposals, taking into consideration available input from primary, secondary, and other reviewers.

Panel members will rate each proposal using a 5 point Likert-type scale with 1 representing an unsatisfactory proposal and 5 representing an outstanding proposal (see evaluation ratings below), as well as, provide a vote on an overall recommendation on whether the proposal should be funded

2.3. The grants officer will ensure all evaluations are fair and reasonable, and ensure primary staff members are eligible to perform work with the United States Government. The grants officer will also review costs for realism, reasonableness and eligibility.

3. Evaluation Ratings

The proposals will be rated with the following adjectives and then ranked according to their ratings.

Outstanding (5) – Proposal/factor demonstrates thorough and detailed understanding of requirements. Technical approach and capabilities significantly exceed performance and capability standards. Proposal/factor offers one or more strengths. Strengths significantly outweigh weaknesses, if any. The proposal/factor represents a high probability of success with no apparent risk in meeting the Government’s requirements.

Above Average (4) - Proposal/factor demonstrates good understanding of requirements. Technical approach and capabilities exceed performance and capability standards. Proposal/factor offers one or more strengths. Strengths outweigh any weaknesses. The proposal/factor represents a strong probability of success with overall low degree of risk in meeting the Government’s requirements.

Satisfactory (3) - Proposal/factor demonstrates acceptable understanding of requirements. Technical approach and capabilities meet performance and capability standards. Proposal/factor offers no strengths, or, if there are any strengths, these strengths are offset by weaknesses. The proposal/factor represents a reasonable probability of success with overall moderate degree of risk in meeting the Government’s requirements.

Marginal (2) - Proposal/factor demonstrates a limited understanding of requirements. Technical approach and capabilities are questionable as to whether or not they meet performance and capability standards necessary for acceptable contract performance. Proposal/factor contains weaknesses and offers no strengths, or, if there are any strengths, these strengths are outweighed by weaknesses. The proposal/factor represents a low probability of success with overall high degree of risk in meeting the Government’s requirements. Proposal/factor might be made satisfactory with additional information and without a major revision of the proposal.

Unsatisfactory (1) - Proposal/factor demonstrates a lack of understanding of requirements. Technical approach and capabilities do not meet performance and capability standards necessary for acceptable contract performance. Proposal/factor contains major errors, omissions, significant weaknesses and/or deficiencies. The proposal/factor represents a very low probability of success with an extremely high degree of risk in meeting the Government’s requirements. Proposal/factor could only be made satisfactory with major revision of proposal.

Strengths, weaknesses and deficiencies are defined as:

Strength - any aspect of a proposal which, when judged against a stated evaluation criterion, enhances the merit of the proposal or increases the probability of successful performance

Weakness - a flaw in the proposal that increases the risk of unsuccessful performance

Deficiency – a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful performance to an unacceptable level

VI. ADMINISTRATION INFORMATION

1. Terms and Conditions.

This grant is subject to the terms and conditions in Attachment 2.

2. Program Deliverables and Reporting

Compliance with reporting requirements may impact funding

The Grantee shall submit reports as set forth below. All reports and correspondence submitted under the Grant shall include the Grant number.

- Financial Reporting

(a) Interim Federal Financial Report (SF 425). A quarterly Federal Financial Report (SF 425) is required within 30 calendar days after the end of reported quarter and must include in the remarks the location of financial records and a point of contact for the Government to obtain access to the financial records associated with this Grant. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, and 12/31.

(b) Final Federal Financial Report (SF 425) is required within 90 calendar days of the completion date for the term of this Grant and must include in the remarks the location of financial records and a point of contact for the Government to obtain access to the financial records associated with this Grant.

(c) Federal Financial Report (SF 425) is required if receiving advance payments; the Grantee shall submit a Report of Federal Cash Transactions (SF 425) within 15 calendar days following the end of each quarter. The Grantee shall provide forecasts of Federal cash requirements in the “Remarks” section of the report.

Financial Reporting Format Instruction:

- **Attach the Financial Reporting Spreadsheet with the SF 425** Submit in excel format along with SF425 in order to monitor expenditures according to the program area(s) [HVAB; HVOP; etc]. The report template will be provided by the Government Program Office/NHRC. Submit 30 calendar days after each reporting period (3/31, 6/30, 9/30, and 12/31). The Recipient shall provide the Quarterly Financial Reporting Spreadsheet in accordance with the template provided by NHRC.

- Address from the BAA guidelines on percentage of staff, and admin expenditures:

“vii. Section III: Cost: Generally, costs for project management and administrative costs (e.g., salaries, overhead, and travel related to management and administration) should generally be no more than 20% of the total budget. A minimum of 40% of the total budget should be for broadly defined HIV prevention/care activities (including the labor and materials needed for these activities). No more than 10% of the total budget should be for executive level workshops. If your budget deviates from these budget guidelines, provide sufficient justification.”

 - * Names, phone numbers and e-mail addresses of the cognizant federal agency points of contact and whether the proposal includes approved Negotiated Indirect Cost Rate Agreement (NICRA) rates.
 - * Total Cost Breakdown: Detailed breakdown of all costs, by cost category:
 - * Direct Labor - Individual labor category or person with associated labor hours and unburdened direct labor rates
 - * Indirect Costs - Fringe Benefits, Overhead, G&A, COM, etc. (must show base amount and rate)
 - * Proposed grantee-acquired equipment, such as computer hardware for proposed projects, should be specifically itemized with costs or estimated costs. An explanation of any estimating factors, including their derivation and application, shall be provided. Indicate purchasing method and procurement policies (competition, price comparison, market review, etc.)
 - * Travel - Numbers of trips, destinations, duration, etc.
 - * Subcontracts - A cost proposal as detailed as the Respondent's cost proposal is required to be submitted by the subcontractor.
 - * Consultant - Provide consultant agreement or other document which verifies the proposed loaded daily/hourly rate
 - * Materials - Specifically itemized by cost. An explanation of any estimating factors including their derivation and application should be provided. Indicate purchasing method and procurement policies (competition, price comparison, market review, etc.)

(d) Audit Reports. The Grantee shall ensure that if an independent auditor is used for this Grant, copies of any audits conducted shall be provided to the Government. At a minimum, the following should be provided: a certified statement from the independent auditor evidencing that Grantee has complied with all requirements of this Grant. Upon completion or termination of this Grant, the Grantee shall provide a list of all audits conducted which reviewed expenditures under this Grant.

- Interim Progress: The Indicator Report

This report shall summarize progress in relation to the approved Work Plan and monitors grant activities according to the program area (HVAB, HVOP, etc.). The Grantee shall submit semi-annual progress reports in accordance with the format provided by the Program Office within 45 calendar days following the end of the reporting period: 3/31 and 12/31. The Recipient shall provide reports in accordance with the template provided by NHRC.

- Final Technical Report
Within 90 calendar days of completion or termination of this Grant, the Grantee shall submit a Final Report (in MS Word format) addressing all of the activities undertaken in this Grant. This report will provide a succinct presentation of Grantee achievements in relation to the milestones and goals in the Work Plan and discuss any shortfalls that may have occurred. These reports will summarize progress, provide an analysis of impact based on activities completed and suggest resolution of any outstanding issues.
- Property Report
Recipients shall submit annually an inventory listing of federally-owned property in their custody.
Upon completion of the award, Title to all property and equipment acquired under this grant shall revert to the host nation at the end of the period of performance.

DISTRIBUTION REQUIREMENTS FOR REPORTS

Type of Report	Frequency	Government Program Office POC	FISC Grants Office POC	Administrative Grants Office	US Embassy
Federal Financial Report (SF 425 or SF 425a) with Financial Reporting Spreadsheet	Quarterly (30 calendar days of quarter completion)	1 copy to each POC	1	1	1
Final Federal Financial Report (SF 425)	Within 90 calendar days of the expiration or termination of award	1 copy to each POC	1	1	1
Federal Financial Report for Advance Payment (SF 425)	Monthly, if advance payments requested or received	N/A	N/A	N/A	N/A
Audit Reports	As produced	1 copy to each POC	1	1	1
Interim Progress Reports: Indicator Report	Semi Annual (Within 45 calendar days of semi-annual completion)	1 to each POC	1	1	1
Final Technical Report	Within 90 calendar days of expiration or termination of award	1 to each POC	1	1	1
Property Report	Annually	1	1	1	1

3. Payment

Payment may be advance or reimbursable based upon the guidelines found in the applicable DoDGARs Part.

Respondents will be required to provide information on their financial management systems at time of award in order to determine the method of payment.

VII. ATTACHMENTS

- 1: Certifications
2. Terms and Conditions
3. Program Areas and sample Statement of Work spreadsheet format

**DHAPP-BAA #11-004 ATTACHMENT 1
CERTIFICATIONS**

Respondent: _____
Country: _____
Program Title: _____

***CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
– PRIMARY COVERED TRANSACTIONS***

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance:

[Street address]

[City, County, State]

[Zip Code]

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

LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Typed Name and Title of Official]

[Name of Organization/Institution]

[Signature of Official responsible for this transaction]

[Date]

STATEMENT ON CONDOMS AND OPPOSITION OF PROSTITUTION AND SEX TRAFFICKING**CONDOMS**

Information provided about the use of condoms as part of projects or activities that are funded under this Grant shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms." This fact sheet may be accessed at:

http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html

PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING

- (a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this Grant may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and when proven effective, microbicides.
- (b) Except as noted in the second sentence of this paragraph, as a condition of entering into this Grant or any subagreement, any grantee/subgrantee must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
- (c) The following definition applies for purposes of this provision
Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).
- (d) The grantee shall insert this provision, which is a standard provision, in all subagreements.
- (e) This provision includes express terms and conditions of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by the Grants Officer prior to the end of its term.

[Name of Organization/Institution] hereby complies as applicable with the above Statements.

[Typed Name and Title of Official]

[Name of Organization/Institution]

[Signature of Official responsible for this transaction]

[Date]

**GRANT TERMS AND CONDITIONS
(February 2010)**

Department of Defense Grants and Agreements Regulations:

<http://www.dtic.mil/whs/directives/corres/html/32106r.htm>

OMB Circulars:

<http://www.whitehouse.gov/omb/circulars/>

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1. ORDER OF PRECEDENCE

This Grant is subject to the laws and regulations of the United States. Any inconsistency or conflict in the terms and conditions specified in this Grant shall be resolved according to the following order of precedence:

- (a) The Federal statute authorizing this award or any other Federal statutes directly affecting the performance of this Grant.
- (b) Department of Defense Grants and Agreements Regulations (DoDGARs)
- (c) These General Terms and Conditions
- (d) Other terms and conditions contained within the Grant and any attached schedules.

2. STATUTES AND REGULATIONS

- (a) This Grant is subject to the applicable laws and regulations of the United States that apply to assistance instruments.

3. COST PRINCIPLES AND AUDIT

Applicable to this Grant, and incorporated herein by reference, are the requirements, standards, and provisions of the DoDGARs and the appropriate OMB Circulars and attachments thereto, as revised as of the effective date of this Grant. For purposes of this paragraph, the term "appropriate" is determined by the organizational nature of the Grantee.

- (a) DoDGARs Part 32, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and the OMB Circulars below apply specifically to educational institutions or nonprofit organizations.
 - (1) A-21 "Cost Principles for Educational Institutions"
 - (2) A-122 "Cost Principles for Nonprofit Organizations"
 - (3) 31 USC 7501-7507 and A-133 "Audits of States, Local Governments, and Non-Profit Organizations"
- (b) In accordance with 32 CFR 34.16 and DoDGARs Part 34, for-profit organizations will use their existing financial management system established for doing business in the commercial marketplace to the extent that the systems comply with Generally Accepted Accounting Principles and the minimum standards contained in DoDGARs 34.11, 34.16, and 34.17.
- (c) Allowability of costs shall be determined in accordance with DoDGARs Part 32.27 or 34.17 as appropriate. It is herein understood and agreed that Government funds are to be used solely for Grant-related costs incurred that are reasonable in nature and amount, and allocable to this Grant.
 - (a) The Grantee shall ensure that audit(s) sufficient to meet the requirements of DoDGARs Part 32.26 or 34.16 as appropriate are conducted.
 - (b) Financial Management Standards. The Grantee's financial management system shall comply with the standards set forth in DoDGARS 32.21.
 - (c) Financial Records and Reports. The Grantee shall maintain adequate financial records to account for all program income and all expenditures, including cost sharing, made under this Grant. The Grantee's financial records are subject to audit and shall be maintained for three years after the completion date of this grant. Upon completion or revocation of this Grant, whichever occurs earlier, the Grantee shall furnish to the Grants Office within 90 days the financial reports identified in Attachment 2, Reporting Requirements.

4. RESPONSIBILITY

The Grantee has full responsibility for the conduct of the activity supported by this Grant, in accordance with the Grantee's proposal, and the terms and conditions specified in this Grant.

5. MODIFICATION OF GRANT

The only method by which this Grant can be modified is by a formal, written modification signed by the Grants Officer of the Award/Modification document. No other communications, whether oral or in writing, shall modify this Grant.

6. PRIOR APPROVALS

The Grantee must consult the Program Office and Grants Office before deviating from the following budget and program plans:

- (a) Any deviation in the objectives or scope of work as defined in the grant proposal.
- (b) Change in a key person specified in the application or award document.
- (c) Absence for more than three months, or a 25 percent reduction in time devoted to the project, by the approved program officer.
- (d) The need for additional federal funding.
- (e) The inclusion of costs that require prior approval, unless previously waived, in accordance with OMB Circular A-21, A-122, or Appendix E to 45 CFR Part 74 or 48 CFR Part 31, as applicable. However, it should be noted that many of the prior approvals in these cost principles are appropriately waived only after consultation with the cognizant federal agency responsible for negotiating the grantee's indirect costs.
- (f) The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.
- (g) Unless described in the application and funded in the approved awards, the subaward, transfer or contracting out of any work under an award. This provision does not apply to the purchase of supplies, material, equipment or general support services.
- (h) Extension of the expiration period of this Grant. Requests must be at least 10 calendar days before the original expiration date of the award.

7. PREAWARD COSTS

- (a) Grantees may incur preaward costs for up to ninety (90) days prior to the effective date of the award.
- (b) Preaward costs as incurred by the Grantee must be necessary for the effective and economical conduct of the project, and the costs must be otherwise allowable in accordance with the appropriate cost principles.
- (c) Any preaward costs are incurred at the Grantee's risk. The incurring of preaward costs by the Grantee does not impose any obligation on the US Government (1) in the absence of appropriations, (2) if an award is not subsequently made, or (3) if an award is made for a lesser amount than the Grantee expected.

8. UNEXPENDED BALANCE

In the absence of any specific notice to the contrary, Recipients are authorized to carry forward unexpended balances of funds received to subsequent funding periods.

9. PROGRAM INCOME

Pursuant to DoDGARs 32.24(b)(1-3), program income earned during the project period shall be retained by the Grantee and shall be deducted from the total project or program allowable cost in determining the net allowable costs which the Government's share of costs is based.

10. FUNDS IN EXCESS OF NEEDS, OVERPAYMENT AND EARNED INTEREST

(a) Funds in Excess of Needs. The Grantee shall promptly notify the grants officer in writing whenever the amount of Federal Authorized funds is expected to exceed the needs of the Grantee for the project period by more than \$5,000 or five percent of the Federal award, whichever is greater unless the Grantee has submitted an application for a continuation award. The Grantee shall use the budget forms that were used in the application unless the Grants Officer indicates a letter of request is sufficient.

(b) Overpayment. Within ninety (90) days after the end date of the Grant, any overpayment of grant funds shall be remitted to the program office, by check made payable to the U.S. Treasury. An overpayment represents the difference between allowable actual expenditures and total disbursements received by the recipient.

(c) Earned Interest. Recipients who meet the conditions in DODGARS 32.22(k) or 34.12(b)(2)(iv) are required to maintain advances of federal funds in interest bearing accounts. Any interest earned by grant funds on deposit shall be remitted annually (30 September of each year) to the Department of Health and Human Services, Payment Management System, P.O. Box 6021, Rockville, MD 20852, by check made payable to the Treasury of the United States.

11. PAYMENTS

Payments may be scheduled and/or requested as reimbursable or advance. If handled per requests

(a) Reimbursement Payment Method. Upon acceptance of the terms and conditions of this Grant and submission of a Standard Form (SF) 270, "Request for Advance or Reimbursement," by the Grantee to the Defense Attaché Office and Grants Office, the Grantee shall be entitled to monthly payments made on a reimbursement basis.

(b) Advance Payment Method. Upon acceptance of the terms and conditions in this Grant and submission of a Standard Form (SF) 270, "Request for Advance or Reimbursement," by the Grantee to the Defense Attaché Office and Grants Office, the Grantee shall be entitled to an initial advance payment covering work to be performed during the first three months of the Grant (and any preaward costs as applicable.) Subsequent quarterly payments will be initiated upon receipt of the Grantee's SF 270 by the Defense Attaché Office and Grants Office. Cash advances shall be limited to the minimum amounts needed and be timed to be in accordance with the Grantee's actual disbursements for direct program costs and the proportionate share of any allowable indirect costs.

12. FUTURE FUNDING

The U. S. Government's legal obligation is limited to the amount shown as "Funds Obligated," on Page 1 of the Award/Modification document.

13. OPTIONS

If this agreement contains option(s) the following article applies.

The Government reserves the right to exercise the Option(s) unilaterally.

14. CONDOMS

Information provided about the use of condoms as part of projects or activities that are funded under this Grant shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms." This fact sheet may be accessed at: http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html

15. TRAFFICKING IN PERSONS

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

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

- (i) Engage in severe form of trafficking in persons during the period of time that the award is in effect;
- (ii) Procure a commercial sex act during the period of time that the award is in effect; or
- (iii) Use forced labor in the performance of the award or sub-awards under the award.

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

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

- (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-
- (A) Associated with the performance under this award; or
 - (B) Imputed to you or the sub recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR 1125.
- (b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty if a sub recipient that is a private entity-
- (1) Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either-
 - (i) Associated with the performance under this award; or
 - (ii) Imputed to the sub-recipient using standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement)”, as implemented by our agency at 2 CFR part 1125.
- (c) Provisions applicable to any recipient.
- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term
 - (2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)), and
 - (ii) Is in addition to all other remedies for non-compliance that are available to us under this award.
 - (3) You must include the requirements of paragraph a.1 of this award term in any sub-award you make to a private entity.
- (d) Definitions. For purposes of this award term:
- (1) “Employee” means either:
 - (i) An individual employed by you or a sub recipient who is engaged in the performance of the project or program under this award; or
 - (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (3) “Private entity”
 - (i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (ii) Includes:
 - (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b)
 - (B) A for-profit organization.
 - (4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

16. COPYRIGHTS

The Grantee hereby grants to the U. S. Government a royalty-free, nonexclusive and irrevocable license throughout the world under any copyright owned by the Recipient, in any work of authorship prepared for or acquired by the U. S. Government under this grant, to reproduce copies, distribute copies or display the work publicly and to have others do so for U. S. Government purposes.

17. PUBLICATIONS AND ACKNOWLEDGMENT OF SPONSORSHIP

- (a) Publication of results of projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. Planning for publication should be done by pre-approval of the DHAPP country desk officer, with appropriate Ministry of Defense/country and other IRB approvals. One copy of each paper planned for publication will be submitted to the Program Office simultaneously with

its submission for publication. Following publication, copies of published papers shall be submitted to the Program Office.

- (b) The Grantee agrees that when releasing information relating to this Grant, the release shall include a statement to the effect that the project or effort undertaken was or is sponsored by the Naval Health Research Center.
- (c) Disclaimer: The Grantee is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer: "Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Naval Health Research Center."
- (d) For the purpose of this clause, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

18. PROCUREMENT

The Grantee's systems for acquiring goods and services under this Grant shall comply with DODGARS 32.40 through 32.49.

19. RECIPIENT-ACQUIRED PROPERTY

- (a) Title to all property and equipment acquired under this grant shall revert to the host nation at the end of the period of performance unless (1) the Grantee continues to perform in the same or similar capacity for the US Government or (2) the Grants Officer waives this condition in writing. The Grantee shall submit at time of award a list of all property and equipment to be acquired and planned use or disposal of such at the end of the period of the grant.

20. SUBAWARDS AND CONTRACTS/SUBCONTRACTS

Applicable provisions of the DoDGARs and applicable Federal cost principles for subawards and contracts/subcontracts under this Grant shall apply according to the type of organization receiving the subaward, contract or subcontract. The applicable cost principles are:

- (a) OMB Circular A-21 applicable to educational institutions.
- (b) OMB Circular A-122 applicable to other nonprofit organization, except those specifically exempted by the Circular.
- (c) Subpart 31.2 of the Federal Acquisition Regulation (48 CFR Subpart 31.2) applicable to commercial firms and those nonprofit organizations specifically exempted from the provisions of OMB Circular A-122.
- (d) OMB Circular A-87 (34 CFR Part 255) for state and local governments.
- (e) 45 CFR Part 74, Appendix E, for hospitals.

21. METRIC SYSTEM OF MEASUREMENT

The Grantee shall use the metric system to the maximum extent practicable in measurement-sensitive activities and measurement sensitive outputs of this Grant.

22. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C 22.

23. MILITARY RECRUITING ON CAMPUS

Military Recruiting on Campus (DODGARs 22.520) applies to domestic U.S. colleges and universities. In such cases, the Military Recruiting regulations are incorporated herein by reference.

24. NEW RESTRICTIONS ON LOBBYING

No appropriated funds may be expended by the grantee of a federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with either the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant. For grants exceeding \$100,000.00, each person who requests or receives from an agency a Federal grant shall file with that agency a certification in accordance with DODGARS Part 28 either (a) Appendix A that the person has not made and will not make any prohibited payment or (b) Appendix B Disclosure Form to Report Lobbying Activities.

25. LIVE ORGANISMS

By accepting funds under this Grant, the grantee assures that it will comply with applicable provisions of the following national policies concerning live organisms:

- (a) For human subjects, the Common Federal Policy for the Protection of Human Subjects codified by the Department of Health and Human Services at 45 CFR Part 46 and implemented by the Department of Defense at 32 CFR Part 219.
- (b) For animals:
 - (1) Rules on animal acquisition, transport, care, handling, and use in (i) 9 CFR Parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 213 1-2159, as amended); and (ii) the "Guide for the Care and Use of Laboratory Animals," National Institutes of Health Publication No. 86-23.
 - (2) Prohibitions on the purchase or use of dogs and cats for certain medical training purposes, in Section 8019 (10 U.S.C. 2241 note) of the Department of Defense Appropriations Act, 1991 (Pub. Law 101-511).
 - (3) Rules of the Departments of Interior (50 CFR Parts 11-24) 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.

26. RESEARCH INVOLVING RECOMBINANT DNA MOLECULES

Any grantee performing research involving recombinant DNA molecules and/or organisms and viruses containing recombinant DNA molecules agrees by acceptance of this award to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules", of July 5, 1994 (59 FR 34496), amended August 5, 1994 (59 FR 40170), amended April 27, 1995 (60 FR 20726), and such later revision of those guidelines as may be published in the Federal Register.

27. ENVIRONMENTAL STANDARDS

By accepting funds under this Grant, the grantee assures that it will, to the maximum extent practicable:

- (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. 7991 and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. In accordance with the EPA rules, the grantee further agrees that it will:
 - Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5 (awards of less than \$100,000, and certain other awards, exempt from the EPA regulations), as long as the facility remains on the list.
 - Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the grantee knows has been recommended to be placed on the List of Violating Facilities.
- (b) Identify to the awarding agency any impact this award may have on:
 - (1) The quality of the human environment, and provide any 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 grantee 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 barriers, and provide any help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501, et seq.), concerning preservation of barrier resources.
- (3) Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).

28. NONDISCRIMINATION

By accepting funds under this Grant, the grantee assures that it will comply to the maximum extent practicable with applicable provisions of the following national policies prohibiting discrimination:

- (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 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.
- (c) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.).
- (d) 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 DFR part 90.

29. ACTIVITIES ABROAD

The Grantee shall assure that project activities carried on outside the United States are coordinated as necessary with appropriate U. S. Government authorities and that appropriate licenses, permits, or approvals are obtained prior to undertaking proposed activities. The awarding agency does not assume responsibility for Grantee compliance with the laws and regulations of the country in which the activities are to be conducted.

30. CARGO PREFERENCE

The grantee agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 38 1.7, which require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this Grant, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

31. PREFERENCE FOR U.S. FLAG AIR CARRIERS

Travel supported by U.S. Government funds under this Grant shall use U.S.-flag air carriers (air carriers holding certificates under 49 USC 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

32. LIABILITY

- (a) The Government does not waive its sovereign immunity except as otherwise provided by law. The Grantee is solely responsible for any damages which may arise from any suit, action, or claim and for any costs from or incidental to these suits, actions or claims, including but not limited to settlement and defense costs, except to the extent the Government has waived its sovereign immunity under the Federal Torts Claims Act or other express provisions of law. Further, the Grantee agrees that it shall not pursue litigation or any other judicial or administrative recourse against the Government or take any action to enter the Government as party to any suit, action, or claim in which the Grantee may become involved except as otherwise provided herein.
- (b) Environmental Liability. The Grantee is responsible for achieving compliance with all environmental laws applicable to the work performed under this Grant, including but not limited to any licenses and permit applications required under Federal, State, or local laws or regulations. The Grantee shall not name the United States, the Department of the Navy (DON), or any other Government agency, instrumentality or employee as an owner, operator or in any other capacity on any license or permit application required under environmental laws unless written consent is first obtained from an authorized agent of the Federal agency or instrumentality to be named.

33. PROFIT OR FEE

In accordance with DoDGARs 22.205(b) and Department of Defense policy, no fee or profit may be charged to this grant.

34. RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE

The U.S. may duplicate, use and disclose in any manner for any purposes whatsoever, including delivery to other governments for the furtherance of mutual defense of the U. S. Government and other governments, all technical data including reports, drawings and blueprints, and all computer software, specified to be delivered by the Grantee to the U. S. Government under this grant.

35. IDENTIFICATION OF TECHNICAL DATA

Technical Data (as defined in Article 34 above) shall be marked with the number of this grant, name of Recipient, and name of any subgrantee who generated the data.

36. DRUG FREE WORKPLACE

By accepting funds under this Grant, the grantee agrees to comply to the maximum extent practicable with the "Government –Wide Drug-Free Workplace (Grants)" requirements specified by DoDGARs Part 26, Subpart B (or Subpart C, if the grantee is an individual) of 32 CFR Part 26 (2004), which implements sec.5151-5160 of Drug- Free Workplace Act of 1988 (41 U.S.C. 701,et seq.).

37. CLAIMS, DISPUTES, AND APPEALS

- (a) Recipients shall submit claims arising out of this Grant to the Grants Officer. Claims shall be in writing, specify the nature and basis for the relief requested and shall include all data and relevant facts in support of the claim.
- (b) The Parties shall endeavor to agree upon an ADR technique (such as discussions, mediation, or mini-trial) appropriate to resolve any dispute, and they shall use ADR to the maximum extent practicable.
- (c) Within 60 calendar days after receipt of a written claim, the Grants Officer shall:
 - (1) Prepare a written decision, which shall include the basis for the decision, the relevant facts on which the decision is based, and the identity and address of the cognizant Appeal Authority; or
 - (2) Notify the Grantee of a date when the decision will be rendered. The notice shall address why additional time is needed and what, if any, additional information is required from the Grantee to adjudicate the claim.
- (d) The Grants Officer's decision is final, unless appealed. In the event of an appeal, the Parties shall endeavor to use ADR procedures to the maximum extent practicable.
- (e) Formal Administrative Appeals
 - (1) Appeal Authority. The Executive Director of the Naval Supply System Command is the Appeal Authority to decide formal, administrative appeals under this Grant.
 - (2) A Grantee may appeal a Grants Officer's decision within 90 calendar days of receiving the decision by filing a written notice of appeal with the Appeals Authority and a copy to the Grants Officer.
 - (3) If the Parties elect to use ADR following the Grant Officer's decision, the remaining portion of the 90-day period for filing notice of appeal shall be tolled during the period running from the date the Parties agree in writing to utilize ADR to the date either (1) an ADR decision is issued or (2) one party notifies the other in writing that it is abandoning the ADR process.
 - (4) Appeal File. Within 30 calendar days of receipt of the notice of appeal, the Grants Officer shall forward to the Appeal Authority and the Grantee the appeal file, which shall include copies of all documents relevant to the appeal. The Grantee may supplement the file with additional documents it deems relevant. Either Party may supplement the file with a memorandum in support of its position, and the Appeal Authority may request additional information from the Parties.
 - (5) Decision. The appeal shall be decided solely on the basis of the written record, unless the Appeal Authority decides to conduct fact-finding or an oral hearing on the appeal. Any fact-finding or hearing shall be conducted using procedures that the Appeal Authority deems appropriate.
 - (6) Representation. A Grantee may be represented by counsel or any other designated representative in any claim, appeal, or ADR proceeding brought pursuant to this section, as long as the representative is not otherwise prohibited by law or regulation from appearing before the Department of the Navy.
- (f) Non-exclusivity of remedies. Nothing in this section is intended to limit a Recipient's right to any remedy

under the law.

38. SUSPENSION AND DEBARMENT

Recipients shall comply with all requirements of DODGARS Part 25, Subpart C, "Government-Wide Suspension and Debarment (Nonprocurement)", 32 CFR Part 25, Subpart C. This rule restricts subawards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for

participating in Federal Assistance programs. The grantee shall include a similar term or condition in lower-tier covered transactions as required by DODGARS Part 25, Subpart B, 32 CFR Part 25 (2004).

39. TERMINATION

- (a) Upon the Grants Officer's determination that the Grantee is not in compliance with the terms and conditions of this Grant, the Grants Officer may suspend the performance of this Grant. The Grants Officer shall notify the Grantee of the suspension in writing, setting forth the effective date of suspension, stating the reasons for suspension and providing the Grantee thirty days to provide evidence of compliance with the terms and conditions of this Grant. Thirty days after notice of suspension, if the Grants Officer determines that substantial evidence of compliance has not been provided, the Grants Officer may terminate this Grant as provided below.
- (b) With or without prior suspension, this Grant may be terminated in whole or in part:
 - (1) By the Grants Officer, with or without prior notice, if the Grants Officer determines that the Grantee is not in compliance with the terms and conditions of this Grant;
 - (2) By mutual grant of the parties, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (3) By either signatory party to this Grant upon sending to the other party written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. The terminating party must provide such notice at least 30 days prior to the effective date of the termination.
- (c) If either party determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purpose for which the Grant was executed, either party may terminate the award in its entirety.
- (d) In the event that the Grants Officer terminates the Grant in accordance with the paragraphs above, the Grants Officer shall notify the Grantee in writing of the termination and its effective date.
- (e) **Claims Arising from Suspension or Termination.**

In the event of suspension or termination, any claim by the Grantee for costs incurred under this Grant must be received within 6 months after the date of suspension or termination. No termination costs are payable in the event of a termination based on the Recipient's failure to comply with the terms and conditions of this Grant. The Government's total liability for work supported by this Grant and for any claims, including suspension or termination claims shall not exceed the federal funds obligated on the Grant as set forth herein. Allowability of costs under any termination claim shall be determined in accordance with DoDGARS 32.62(c) or 34.52(c), as appropriate.

DHAPP BAA 11-004 ATTACHMENT 3

(Excel Spreadsheet Example of a Statement of Work)

<u>Country*</u>	<u>Offerer*</u>	<u>Program Area Budget Code**</u>	<u>Funds Requested</u>	<u>Activities</u>
				Activities should attempt to answer who, what, when, where in a succinct manner to provide description of deliverables.
HQ	XYZ	17-HVSI	\$80,000	1. Develop a web mechanism for secured access for DHAPP personnel. 2. Develop a reporting function for Grantees. 3. Develop a tracking system to see how many hits the website gets. 4. Beta testing 5. Report on usage and user manual 6. Training on updating system
TOTAL			\$80,000	
	Program Areas:			

* Fictitious offeror