

**BAA Announcement # DHAPP-BAA 11-005**  
**BROAD AGENCY ANNOUNCEMENT (BAA)**  
**DEPARTMENT OF DEFENSE HIV/AIDS PREVENTION**  
**PROGRAM INTERNATIONAL MILITARY HIV/AIDS**  
**CONFERENCE**

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 or cooperative agreements. 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 11-005, 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.

For administrative questions or concerns please contact Latrice Rubenstein, Grants Officer, at [Latrice.Rubenstein@navy.mil](mailto:Latrice.Rubenstein@navy.mil). For question related to the program please contact Cynthia Simon-Arndt before the closing date of the BAA.

**I. GENERAL INFORMATION**

1. Agency Name

Technical:

Cynthia Simon-Arndt

Phone: 619-553-0131

E-mail: [Cynthia.SimonArndt@med.navy.mil](mailto:Cynthia.SimonArndt@med.navy.mil)

Naval Health Research Center

Department of Defense HIV/AIDS Prevention Program

140 Sylvester Road

San Diego, CA 92106

Issuing Grants Office:

Latrice Rubenstein

Phone: 619-532-4357

[Latrice.Rubenstein@navy.mil](mailto:Latrice.Rubenstein@navy.mil)

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 MILITARY HIV CONFERENCE SOLICITATION

4. BAA Number

DHAPP-BAA 11-005

5. This announcement will remain open until 30 September 2011. Concept Papers may be submitted at any time during this period. Up to three evaluations of Concept Papers received will take place while the announcement is open. Once notified that a full proposal is not desired from a Concept Paper, resubmission of the same Concept Paper is strongly discouraged. The actual number of evaluations will depend upon the availability of funds. The submission deadline for the first evaluation cycle is 27JUN2011. Submitting within the first evaluation cycle is strongly encouraged due to the possible lack of funding for the later evaluation periods.

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 improve our ability to better understand HIV transmission and provide an evaluative basis for prevention and intervention success. Militaries, in particular, have been identified as a high-risk population. To effectively focus on 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 partnered with 83 countries to combat HIV/AIDS among their respective military services. DHAPP is a U. S. Government (USG) organization within the Department of Defense, 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 other US Department of Defense elements, 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 other capabilities to combat HIV.

## **II. AWARD INFORMATION**

Anticipated Award Information is as follows:

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

Total available is approximately \$200,000 to \$700,000

Award Types: Grants or Cooperative Agreements

Anticipated Period of Performance for Awards: The period of performance is anticipated to be one phase period (approximately two (2) years), with the potential for two additional phase periods.

Responses are requested from interested organizations to support the DHAPP's International Military HIV/AIDS Conference efforts.

*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 prior experience with USG-sponsored international conferences.

## **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 Jun 27, 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 late July 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](mailto:cynthia.simonarndt@med.navy.mil) (DHAPP Office).

**Please include BAA announcement number (DHAPP-BAA 11-005), 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](mailto: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 11-005), 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](http://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 DHAPP’s conference needs, 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](http://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 with USG-sponsored international conferences, 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 with its priority conference activities.
- **Statement of Work.** In an Excel spreadsheet, provide a summary of your planned activities. Please use the following column headings: Country, Offeror, 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, 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.)

### 1. Phase 1 Summary:

The DOD HIV/AIDS Prevention Program (DHAPP) will provide funds to support a five-day military HIV Conference in an African country sometime during the March to May 2012 timeframe. The conference will be coordinated with DHAPP, host country partner military, and the US Embassy in the host country. The purpose of this conference is to bring together military representatives from around the world to discuss HIV/AIDS policy, prevention, care and treatment, strategic information, and to provide training for in-country US DOD program managers. Approximately 500 participants are anticipated from US Department of Defense, partner country militaries, U.S. Combatant Commands, US Embassies, and multilateral and non-governmental organizations. The purpose of this announcement is to solicit bids to organize and execute this conference. Please provide cost estimates to provide the following services:

### 2. Deliverables in brief overview

#### a. Event Planning

- i. Provide cost estimates for all deliverables and program execution for three of the following possible host countries: Senegal, Ethiopia, and Rwanda.
- ii. Provide cost estimates for flight costs from each of following cities/countries to attend each of the possible host countries. From and to San Diego, Johannesburg, Cotonou, Hanoi, and Guatemala.
- iii. Procure airline tickets and facilitate travel arrangements for a subset of 200 participants.

- iv. Assist with Public Affairs issues and announcements
- v. Facilitate registration of all attendees including hosting a website for meeting registration. Attendee names and email addresses will be provided by the Steering Committee.
- vi. Send pre-meeting communications to attendees.
- vii. Contract with venue for meeting space, lodging, food, and all other venue related meeting needs.
  - 1. Opening reception
  - 2. Poster set ups for 150 posters
  - 3. Closing Dinner
  - 4. Media/Microphones for Dinner
  - 5. Onsite photocopying
  - 6. Secretariat office
  - 7. Registration desk
  - 8. Housing desk
  - 9. Wireless internet access at venue
  - 10. Meeting signage
  - 11. Provide space for luggage on last day of meeting

**b. Conference Administrative Support**

- i. Confirm all speakers and moderators, and coordinate all presentations.
- ii. Provide through a sub-grant simultaneous interpretation up to five languages (including English, French, Spanish, Portuguese, and Russian)
- iii. IT support
  - 1. Computer set up for Cyber Café
  - 2. Microphones for each room and presenter
  - 3. Projectors available for all presentations
  - 4. Simultaneous interpretation materials (headphones, booths, etc)
  - 5. Break out room IT set ups
  - 6. Computer set-ups for speaker-ready room
- iv. Develop and distribute conference materials: agenda and program materials, speaker biographies, name tags, digital copies of presentations for participants, conference photographer including a group photo for each participant, and conference attendance certificates
- v. Ship all materials to conference site
- vi. Provide ongoing administrative staff and support during the Conference.

**c. Post-Conference Activities**

- i. Post conference presentations on a website after the conference
- ii. Develop conference proceedings
- iii. Support production of final report

**3. TASK ORDER OBJECTIVES:**

The task order objectives are to provide DHAPP with technical and programmatic expertise and conference facilitation in planning and implementing the 2012 International Military HIV/AIDS Conference (500 participants) to be held in a Partner African Nation between March and May of 2012. Key points of contact will be provided at time of award.

#### **4. SPECIFIC TASKS:**

The Offeror shall furnish all personnel, materials, services, facilities and otherwise perform all tasks for or incident to the work described below.

##### **4.1 Project Management Plan**

The offeror shall prepare a Project Management Plan for the DoD Military HIV Conference describing the technical approach and shall detail the products, methods for developing the products, allocation of staff and other resources necessary to produce the products and a timeline for producing the products, if necessary. The Designated DoD Representative shall receive the revised Project Management Plan electronic form. Based on the Project Management Plan, the Designated DoD Representative will provide approval to move forward on activities planned. The offeror shall request prior approval on all activities not included in the plan or any modifications to the plan after approval has been given.

##### **4.2 Web site Development and Management**

The Web site will serve as a comprehensive one-stop shop for information to meeting participants. All communication must be clear, concise and error free. Meeting participants will access the Web site to learn the objectives of the meeting, register for the meeting, as well as obtain general information about the meeting location. The Offeror will serve as Web master and perform on-going site maintenance necessary to eliminate or minimize downtime. The Offeror will also respond to requests to update the site in a timely manner (usually within 24 hours).

##### **4.3 Planning Group and Communication**

The Offeror will participate in an orientation briefing (kick-off meeting) and regular planning team meetings. The frequency of the meetings will be determined by the Designated DoD Representative; however, the Offeror should anticipate weekly meetings or conference calls with the Designated DoD Representative and other key project staff. Offeror should plan for one in-country site visit prior to the conference.

##### **4.4 General Conference Supplies**

The Offeror will be expected to purchase supplies specific to conference attendees, for example pens, pads, conference folders, flash drives, badges, poster session supplies, etc. as needed for these meetings. Also should include DHAPP logo pins and canvas tote bags. The cost of supplies must be included in the budget. Any excess supplies will be delivered to the selected DoD office following the meeting.

##### **4.5 Letters and Correspondence**

The Offeror will draft, finalize and disseminate meeting related letters and correspondence with guidance and approval from DoD. These will include but are not limited to invitation letters, speaker letters, and confirmation letters.

##### **4.6 A/V Equipment, Cyber Café**

The Offeror will secure appropriate Audiovisual Equipment for the duration of the meeting. This should include but not limited to LCD projectors, screens, microphones and laptop computers as necessary for each scheduled session. The Offeror will plan for an area (Cyber Café) where meeting participants will have high speed internet access to approximately 10 computers. All audio visual equipment should be up-to-date; also computers should include basic software and

hardware (e.g., Microsoft office, Adobe Reader, USB ports, Anti-Virus Protection, etc.). The cyber café should be monitored and any computer problems rectified within eight hours.

#### **4.7 Materials Development and Production**

The Offeror will outline a materials development and production plan. The Offeror should anticipate reproduction and preparation of products such as Meeting Program and Agenda, Agenda at a Glance, Meeting Evaluation, participant lists, name badges, conference signs, etc.

#### **4.8 Posters and Oral Presentations**

The Offeror will be responsible for formatting the meeting agenda with the appropriate presenters and presentations times. The Offeror will also seek permission from all presenters prior to the meeting and collect an electronic copy of final presentations for each presenter. Presentations will be made available on the post-conference Web site.

#### **4.9 Registrar Training**

The Designated DoD Representative will identify persons (Registrars) who will assist with in-country (overseas) registrations. The Offeror shall develop a training module that will allow Registrars to understand how to navigate the meeting Web site; assist in-country delegates with the registration process; and manage and monitor registration. The training should be a Web-based training accompanied by a teleconference. The Offeror should anticipate that the training will be delivered to up to 50 in-country Registrars. Given the time difference in some countries, the Offeror must be available for both an early morning and late evening training session. Registrars should receive regular reports of registered attendees. In-country Registrars should be given access to allow them to see registered delegates from their specific country including lodging details.

#### **4.10 Budget Monitoring and Management**

The Offeror will prepare an individual budget for review and approval by DHAPP. Prepare invoices in an agreed upon format that satisfies the reporting requirements of the US Department of Defense. The Offeror will also manage tasks to the approved budget and individual line items. Approval must be received in writing from DHAPP before exceeding limits on any budget line item. The Offeror will provide detail cost reports including a breakdown of staff time and associated tasks with the submission of each invoice. The Offeror will also recognize that there are budget constraints and will implement conscientious cost saving measures wherever possible to avoid cost overruns. All invoices will be thoroughly reviewed for accuracy and adherence to guidelines prior to submission.

#### **4.11 Shipping**

The Offeror will develop a shipping schedule based on the country, date of the meeting and expected time of delivery. The Offeror will inventory all materials prior to shipment and confirm delivery of all materials. The Offeror should also consult with the Designated DoD Representative in order to take advantage of any assistance offered by the US Embassy in-country.

#### **4.12 Post Conference Activities**

At the conclusion of the meeting, the Offeror will prepare meeting and financial summary for review and approval by the Designated DoD Representative in accordance with the deliverable

schedule. The Offeror will ensure all speaker reimbursements, as required are processed within 30 days of receipt.

#### **4.13 Reports**

Requirements for the status reports will be outlined at the initial kick-off meeting. Reports include but are not limited to:

- Lodging and Registration Updates
- Submitted Abstract Reports
- Written Monthly Status Updates: To be provided on the 10th of each month (when the 10th day coincides with a Federal Government Holiday or weekend, the report should be submitted on the next following business day. It is expected that these will include, but not be limited to:
  - Program status, to include objectives met, work completed and work outstanding
  - Notable achievements
  - Issues or obstacles impeding progress and recommended solutions
  - Status of deliverables/milestones
  - Issues and resolutions
  - Resource planning/status
  - Topics or issues identified by DHAPP or Partner Military
  - Description of work completed and plans for next month
  - Summarize the efforts of each primary task in the Government SOW

Monthly Financial Reports: Reporting requirements for the financial reports will be outlined at the initial kick-off meeting. It is expected that these will include, but not be limited to:

- Budgeted total and budgeted monthly hours
- Actual hours expended for the reporting period by unit including breakdown by labor category and name
- Actual hours expended to date by task including breakdown by labor category and name – include task totals and task order total
- Actual costs to date and for the reporting period (based on actual hours)
- Estimated Cost to Completion
- Estimated Cost at Completion
- Task/cost variances (for >10% variance include explanation/analysis)
- ODC progress/costs

Final Report:

The offeror shall provide a final report, to DHAPP, at the conclusion of this effort. The report will summarize objectives achieved, significant issues, problems and recommendations to improve the process in the future.

#### **4.14 Simultaneous Interpretation**

The Offeror shall be responsible for facilitating means for simultaneous interpretation services, including but not limited to securing quotes, verifying vendor credentials and finalizing arrangements for up to five languages (including French, Portuguese, Spanish, Russian) while making an allowance for the venue and size of meeting rooms. The Offeror will also be responsible for notifying participants of the availability of simultaneous interpretation and

determining, though data collection during registration, the extent of interpretation necessary.

#### **4.15 Lodging**

The Offeror will perform a site search in an effort to secure adequate and appropriate lodging for meeting participants. The search will take into consideration the length of the meeting and the number of participants. The Offeror will prepare a chart of lodging recommendations for review and approval by DHAPP. Information on the available lodging will be posted on the meeting Web site as appropriate. Rates for lodging should be listed in US dollars and must include all taxes and fees.

Upon receiving approval from DHAPP, the Offeror will conduct negotiations to secure adequate lodging for meeting participants. During negotiations, the Offeror will take steps to reduce and preferably eliminate attrition and penalties to DHAPP and other delegates. During the negotiation process, special attention should be paid to the makeup of the participants, especially participants coming from regions around the world with fewer financial resources and in some cases lack of credit cards. While the offeror is expected to subcontract directly with the lodging facility, the Offeror must receive written approval prior to entering into agreements with facilities, lodging or accommodation vendors on behalf of DHAPP.

The Offeror will develop a plan to allow participants to make lodging reservations and confirm arrangements for both the base year and option years. The Offeror will prepare and submit written lodging updates on a weekly basis or as specified by DHAPP.

#### **4.16 Subcontract and Vendor Management**

The Offeror will secure the best value for services rendered and manage delivery of all deliverables. Award of any subcontract is subject to the written approval of the Grants Officer upon review of the supporting documentation as required by FAR Clause 52.215-12, SubOfferor Cost or Pricing Data, of the General Clauses incorporated into the contract. A copy of the signed subcontract shall be provided to the Designated DoD Representative.

The Offeror will take special care in developing subcontract agreements to protect themselves as well as DHAPP. The Offeror is also advised to debrief with vendors following the meeting to ensure that performance was as agreed and final payment arrangements are clear. Any agreements reached during briefings and debriefings should be followed up in writing.

#### **4.17 Management and Support of VIPs**

The Offeror will be expected to work with high level officials including but not limited to Military Leaders, US Ambassadors, foreign government ministers, heads of UN and other agencies, etc. A list of potential VIPs (or VIP organizations) will be generated by DHAPP and provided to the offeror prior to the start of a meeting. The Offeror will outline a plan for managing VIPs prior to and during the meeting.

### **5 INSPECTION AND ACCEPTANCE CRITERIA:**

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the manner of delivery by DHAPP.

## **6 GENERAL ACCEPTANCE CRITERIA:**

General quality measures, as set forth below, will be applied to each work product received from the offeror under this statement of work.

- **Accuracy:** Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style. Documents should be 99% free of grammar and spelling errors.
- **Clarity:** Work Products shall be clear and concise. Any/All diagrams and graphics shall be easy to understand and be relevant to the supporting narrative.
- **Consistency to Requirements:** All work products must satisfy the requirements of this statement of work.
- **File Editing:** All text and diagrammatic files shall be editable by the Government.
- **Format:** Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
- **Timeliness:** Work Products shall be submitted on or before the due date specified in the statement of work or submitted in accordance with a later scheduled date determined by the Government.

## **7 QUALITY ASSURANCE:**

DHAPP will review, for completeness, preliminary or draft documentation that the Offeror submits, and may return it to the Offeror for correction. Absence of any comments by DHAPP will not relieve the Offeror of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by DHAPP. The Offeror shall not construe any letter of Acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the Material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

## 8 DELIVERABLES:

In fulfillment of this effort, the Offeror shall provide the following deliverables. All deliverables shall be submitted to DHAPP, unless otherwise agreed upon.

All electronic deliverables shall be prepared using applications in formats approved by DHAPP. All deliverables shall be delivered to DHAPP via email and hard copy. In the event that files are too large to feasibly email, CD-ROM or DVD-ROM versions shall be provided to DHAPP.

The Offeror shall also notify the Designated DoD Representative in writing whenever it has reason to believe that the hours/costs it expects to incur under this task order will exceed 75% of the total amount allotted to the task order by the Government.

Deliverable	Frequency
Project Orientation Briefing	Grant Award + 15 Calendar Days
Offeror Project Management Plan and project timeline (Initial)	Grant Award + 15 Calendar Days (at Project Orientation Briefing)
Offeror Project Management Plan and project timeline (Revised)	21 days after delivery of Orientation Briefing
Written Monthly Status Update	10th Business Day of each month
Financial Reports	10th Business Day of each month
Onsite Staffing Plan	60 days prior to meeting
Post Conference Summary	60 days after completion of conference
Post Conference Web site (Initial)	15 days after completion of conference
Post Conference Web site (Revised)	10 days after receipt of comments from DHAPP
Final Report	60 days after completion of conference
Initial design of Website layout	30 days after award of each phase
Registration and Lodging Design (including Open Registration Application Process)	30 days after award of each phase
Design registration and abstract submission forms	30 days after award of each phase
Facilitation of online abstract review process	60 days after award after each phase

## 9 OTHER DIRECT COSTS:

The Offeror may expect to incur Other Direct Costs (ODCs) for this requirement. When materials/ODC expenses should become necessary, the Offeror must first contact DHAPP in writing prior to the performance of any services. The Offeror shall provide estimated costs, including quotes, with its approval request. Allowable and reasonable costs incurred by the Offeror for ODCs will be reimbursed.

All materials purchased by the Offeror (if authorized) for the use or on the behalf of the Government shall become the property of the Government. The transfer of materials shall be documented by the Offeror; in addition to an accounting of all materials consumed during the performance of individual elements of the contract. The Offeror shall furnish the Government a copy of such documents with the Written Monthly Status Update.

#### **10 TRAVEL REQUIREMENTS**

Overseas travel will be required under this task order. Long-distance travel will be reimbursed in accordance with the Federal Travel Regulations (FTR). The Offeror shall obtain approval from DHAPP prior to incurring any travel cost. The Offeror shall submit a trip report, in DoD-approved format, within five business days of travel completion. Local travel costs (within 50 mile radius of Offeror primary work site) shall not be reimbursed.

#### **11 ORIENTATION BRIEFING:**

Within fifteen calendar days of award the Offeror shall conduct an orientation briefing (kick-off meeting) for DHAPP. The intent of the briefing is to initiate the communication process between the Government and Offeror by introducing key task participants and explaining their roles, reviewing communication ground rules, and assuring a common understanding of subtask requirements and objectives. DHAPP anticipates a simple and direct orientation briefing and does not expect the Offeror to expend significant resources for preparation.

The Orientation Briefing will be held at a Government facility or another location specified by DHAPP, and the date and time will be mutually agreed upon by both parties.

#### **12 PERIOD OF PERFORMANCE:**

The period of performance is anticipated to be one phase period (approximately two (2) years), with the potential for an additional two phase periods.

#### **13 PLACE OF PERFORMANCE**

Services may be provided off-site, on-site, or a combination of, depending on program requirements. The anticipated places of performance shall be at the Offeror's site and sites identified by DHAPP during performance of this effort. However, the majority of the work will be performed at the Offeror's facility. Actual conferences will be held outside of the continental United States, with options for conferences in the US.

#### **14 DISCLOSURE OF INFORMATION:**

Information made available to the Offeror by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Designated DoD Representative.

The offeror agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each offeror or employee of the offeror to whom information may be made available or disclosed shall be notified in writing by the offeror that such information may be disclosed only for a purpose and to the extent authorized herein.

#### **15 LIMITED USE OF DATA:**

Performance of this effort may require the offeror to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or

use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

Offeror and/or offeror personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the Designated DoD Representative. The offeror shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the offeror without such limitations or prohibit an agreement at no cost to the Government between the offeror and the data owner which provides for greater rights to the offeror.

## 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 conference program and has specific, measurable outcomes. The proposal is appropriate for the accomplishment of the primary objectives of the Conference. Components of this rating include comprehensiveness, level of detail, and probability of success.
- 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.

- i. Primary staff members are eligible to perform the work.
- ii. Prior Experience with similar international conference structures and a proven record of successfully accomplishing similar work.

#### C. Value.

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 and a secondary reviewer and provide their input to a full review panel.

**2.2. Step 2.** A Proposal Evaluation Panel will evaluate the proposals' technical approach, qualifications and cost for realism and reasonableness. 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 Panel will review all proposals, taking into consideration available input from primary, secondary, and any other reviewers. Panel members will rate each proposal using objective ratings (see evaluation ratings below), as well as, provide a vote on an overall recommendation on whether the proposal should be funded. Proposal will also be given a ranking (compared with each other) for suitability.

**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 – 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 - 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 - 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 - 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 - 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. Recommend frequent and continued coordination with the designated DHAPP Representative.

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) Federal Financial Report (FFR) (SF 425). The submission of interim FFRs will be on a quarterly basis. A final FFR shall be submitted at the completion of the award agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, and 12/31. For final FFRs, the reporting period end date shall be the end date of the project or grant period. Quarterly interim reports shall be submitted no later than 30 calendar days after the end of each reporting period. Final FFRs shall be submitted no later than 90 calendar days after the project or grant period end date.

(b) If receiving advance payments, the Recipient shall submit an invoice within 20 calendar days following the end of each quarter. The Recipient shall provide forecasts of Federal cash requirements in the "Remarks" section of the report.

(c) Attach the Financial Progress Reporting Spreadsheet in order to monitor expenditures according to the PEPFAR program area(s) [HVAB; HVOP; etc]. Submit 30 calendar days after each reporting period (March 31, June 30, September 30 and December 31). The template will be provided after establishment of the grant.

- \* 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 Recipient shall ensure that if an independent auditor is used for this Agreement, 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 Recipient has complied with all requirements of this Agreement. Upon completion or termination of this Agreement, the Recipient shall provide a list of all audits conducted which reviewed expenditures under this Agreement.

- Final Report

Within 90 calendar days of completion or termination of this Agreement, the Recipient shall submit a Final Report addressing all of the activities undertaken in this Agreement. This report shall provide a succinct presentation of Recipient achievements in relation to the milestones and goals in the Work Plan and discuss any shortfalls that may have occurred. This report shall summarize progress, provide an analysis of impact based on activities completed and suggest resolution of any outstanding issues.

## DISTRIBUTION REQUIREMENTS FOR REPORTS

<b>Type of Report</b>	<b>Frequency</b>	<b>Government Program Office POCs</b>	<b>Grants Office POC</b>
<b>Federal Financial Report SF 425 or SF 425A with Financial Progress Reporting Spreadsheet</b>	30 calendar days after each reporting period (March 31, June 30, September 30 and December 31)	1 to each POC	1
<b>Audit Reports</b>	As produced	1 to each POC	1
<b>Final Report</b>	Within 90 calendar days of completion	1 to each POC	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

DHAPP-BAA #10-002 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](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.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FLEET AND INDUSTRIAL SUPPLY CENTER (FISC) SAN DIEGO**  
**EDUCATIONAL AND NONPROFIT INSTITUTIONS**  
**SYMPOSIUM GRANT TERMS AND CONDITIONS**  
**(AUGUST 2009)**

DoDGARS Part 32 <http://web7.whs.osd.mil/pdf/32106r/part32.pdf>

2CFR Part 220: [http://www.whitehouse.gov/omb/fedreg/2005/083105\\_a21.pdf](http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf)

2CFR Part 230: [http://www.whitehouse.gov/omb/fedreg/2005/083105\\_a122.pdf](http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf)

**Forms** <http://www.onr.navy.mil/02/024/forms>

**Administering Grant Offices** <http://www.onr.navy.mil/02/024/offices.htm>

**ARTICLE**

1. **Order of Precedence**
2. **Cost Principles and Audit**
3. **Modification of Grant**
4. **Prior Approvals**
5. **Preaward Costs**
6. **Payments**
7. **Overpayment and Earned Interest**
8. **Future Funding**
9. **Performance Reports**
10. **Publications and Acknowledgment of Sponsorship**
11. **Officials Not to Benefit**
12. **Military Recruiting On Campus**
13. **Nondiscrimination**
14. **Preference for U. S. Flag Air Carriers**
15. **Debarment and Suspension**
16. **Drug Free Workplace**
17. **Trafficking in Persons**

### 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 performance of this Grant.
- (b) Department of Defense Grant and Assistance Regulations (DoDGARS) Part 32 and Appendix A thereto.
- (c) These General Terms and Conditions.
- (d) Other terms and conditions contained within the Grant and any attached schedules.

### 2. 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. The OMB Circulars below apply specifically to educational institutions or nonprofit organizations.

- (a) A-21 "Cost Principles for Educational Institutions"
- (b) A-122 "Cost Principles for Nonprofit Organizations"
- (c) A-133 "Audits of Institutions of Higher Learning and Other Non-Profit Institutions"

### 3. Modification of Grant

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

### 4. Prior Approvals

In accordance with DoDGARS Part 32.25 prior approval of the following deviations from budget and program plans are required:

(a) The Grantee must consult the Government Technical Representative of the Award/Modification document through the Grants Officer (GO) or Administrative Grants Officer (AGO) shown in the Award/Modification document before deviating from the objectives defined in the grant proposal.

(b) Support for the project may not continue without the active direction of the Symposium Recipient Technical Manager approved for, and identified in, this Grant. If the approved Symposium Recipient Technical Manager severs his or her connection with the Grantee or otherwise relinquishes active direction of the project either permanently or for a significant length of time (three months or more), the Grantee must either:

(1) Appoint a replacement Symposium Recipient Technical Manager with the approval of the Program Officer shown in the Award/Modification document through the AGO at the Administrative Office shown in the Award/Modification document, or

(2) Relinquish the Grant, in which case the Grant shall be terminated in accordance with DoDGARS, Part 32.61, entitled "Termination."

(c) Extension of the expiration period of this Grant – The AGO at the Administrative Office shown in the Award/Modification document has authority to approve no funds extension requests meeting all of the following parameters:

- (1) a one-time basis only; and
- (2) for a period not to exceed 90 days; and
- (3) where \$50,000.00 or less of obligated funds remain to be expended

In other cases, where a request is outside of one or more of the parameters, a no funds extension can only be approved with the concurrence of the Government Technical Program Officer. For the no funds extension to be effective, a written grant modification must be issued and signed by the AGO at the Administrative Office or the GO at the Awarding Office shown in the Award/Modification document.

- (d) The need for additional Federal funding.

## 5. Preadward Costs

(a) Grantees may incur preaward costs for up to ninety (90) days prior to the effective date of the Grant award.

(b) Preadward 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 U.S. 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.

## 6. Payments

(a) All payments shall be made by funds transfers to the bank account registered in the Central Contractor Registration (CCR), <http://www.ccr.gov>. The Grantee agrees to maintain its registration in the CCR including information necessary to facilitate payment via Electronic Funds Transfer (EFT). Should a change in registry or other incident necessitate the payment to an account other than that maintained in CCR, it is the Grantee's responsibility to notify the AGO and obtain a modification to this Grant reflecting the change. The U.S. Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of a Grantee's failure to maintain correct/current EFT information within its CCR registration.

(b) Any request for advance payments must be approved by the Administrative Grants Officer (AGO) at the Administrative Office shown in the award.

(c) Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. To facilitate this effort for Universities and Nonprofit Organizations with awards administered by the Office of Naval Research (ONR) Regional Offices, DoD (<https://services2.onr.navy.mil/http/sysm.onr.navy.mil:7777/payweb/PayWeb.jsp>), as an initial entry point to WAWF. If the Grantee participates in the PayWeb system, the Grantee shall submit an electronic request for payment to the Administrative Grants Officer (AGO) at shown in the award, using the standard PayWeb processes.

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

(e) Electronic submission of payment requests requires the Grantee to register in WAWF and have the appropriate CAGE code activated. The Grantee's CCR Electronic Business Point of Contact (EBPOC) is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once the Grantee's

CAGE Code is activated, the CCR EBPOC will self-register in WAWF (<https://wawf.eb.mil>) and follow the instructions for a group administrator. The ONR Regional Offices will assist in this process. The ONR Regional Office is listed as the Administrative Office in the award.

(f) If the Grantee is a For-Profit entity or **does not** participate in the ONR PayWeb System, the Grantee shall submit payment requests electronically via Wide Area Work Flow (WAWF). The Grantee shall Contact the AGO at the Administrative Office shown in the award for instructions on how to register and use WAWF.

**(Forms and instructions available at <http://www.onr.navy.mil/02/024/forms>)**

## **7. Overpayment and Earned Interest**

**Overpayment.** Within ninety (90) days after the end date of the Grant, any overpayment of funds provided by the Grant shall be remitted to the AGO at the Administrative Office shown in the Award/Modification document, by check made payable to the U.S. Treasury. An overpayment represents the difference between allowable actual expenditures and total disbursements received by the grantee.

**Earned Interest.** Grantees who meet the conditions in DoDGARS Part 32.22(k) are required to deposit funds advanced under this Grant in an interest bearing account. Interest earned on such account, and otherwise meeting the criteria in DoDGARS Part 32.22(l), shall be remitted annually 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.

## **8. Future Funding**

The Government's legal obligation is limited to the amount shown as "Total Obligated on Award" shown in the Award/Modification document.

## **9. Performance Results**

(a) If reports are requested in the Award/Modification document, the Grantee shall submit the performance results within ninety (90) days after the end date of the Grant.

(b) The Grantee shall include a completed "Report Documentation Page" Standard Form (SF) 298 as the last page of the performance results prepared under this Grant. The form and instructions are available on the Office of Naval Research Home Page at <http://www.onr.navy.mil/02/024/forms>. However, Block 12a of the SF 298 should be completed with the following distribution/availability statement: APPROVED FOR PUBLIC RELEASE. If the Grantee does not agree with that distribution/availability, the Grantee should contact the cognizant AGO at the Administrative Office shown in the Award/Modification document.

## **10. Publications and Acknowledgment of Sponsorship**

(a) Any publication resulting from work under this Grant shall contain the following on the title page or on the page immediately following the title page:

"This work relates to Department of Navy grant (*insert grant number*) sponsored by the (*insert name of DoD Component(s)*). The United States Government has a royalty-free license throughout the world in all copyrightable material contained herein."

(b) Any transfer of copyright ownership in such publication will provide that the transfer of copyright ownership is subject to the United States Government's royalty-free license throughout the world in all copyrightable material contained in the publications.

(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 (*insert name of DoD Component(s) under grant number(s)*).”

(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.

**11. 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.

**12. Military Recruiting On Campus**

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

**13. Nondiscrimination**

By accepting funds under this Grant, the recipient assures that it will comply 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 sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.).

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

(d) On the basis of handicap, in:

(1) 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.

**14. 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 U.S.C. 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.

**15. Debarment and Suspension**

Recipients shall comply with all the requirements of DoDGARS Part 25, Subpart C, “Government-Wide Suspension and Debarment (Nonprocurement)”, 32 CFR Part 25, Subpart C. The recipient 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).

**16. Drug Free Workplace**

By accepting funds under this Grant, the recipient agrees to comply with the “Government –Wide Drug-Free Workplace (Grants)” requirements specified by DoDGARS Part 26, Subpart B ( or Subpart C, if the recipient 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.).

**17. Trafficking In Persons****a. Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe 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 subrecipient that is a private entity-
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-
    - A. Associated with the performance under this award; or
    - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on 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 subrecipient that is a private entity-

1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either-
  - i. Associated with the performance under this award; or
  - ii. Imputed to the sub-receipt 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 subrecipient who is engaged in the performance of the project or program under this award; or
- ii.** Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

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

**3.** "Private entity"

- i.** Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- ii.** Includes:
  - A.** A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b)
  - B.** A for-profit organization.

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