



ACQUISITION
DIRECTORATE

DEPARTMENT OF DEFENSE
WASHINGTON HEADQUARTERS SERVICES
1155 DEFENSE PENTAGON
WASHINGTON, DC 20301-1155



FUNDING OPPORTUNITY ANNOUNCEMENT
EXECUTIVE SUMMARY

FEDERAL AGENCY NAME: Washington Headquarters Services Acquisition Directorate (WHS/AD)
FUNDING OPPORTUNITY TITLE: Pacific Disaster Center (PDC) Cooperative Agreement
ANNOUNCEMENT TYPE: Initial Announcement
CFDA NUMBER: 12.019
KEY DATES: Questions Due: 30 October 2021
Application Due: 15 November 2021

CONCISE DESCRIPTION OF THE FUNDING OPPORTUNITY

The purpose of this Funding Opportunity Announcement (FOA) is to provide an assistance mechanism for the continuation of work for the Pacific Disaster Center (PDC) program by selecting a university managing partner to provide management and the resources needed to enable PDC to stimulate research, development, evaluation and deployment of advanced tools and applications to aid in disaster monitoring, early warning, and decision support for disaster management communities and the general public. Thus, the overarching goal is to foster disaster-resiliency and risk reduction through the use of science, information, and technology.

TOTAL POTENTIAL AWARD AMOUNT (CEILING, SEE PARAGRAPH 2.0)
\$100,000,000.00

PERIOD OF PERFORMANCE

The anticipated period of performance is five (5) years: 16 December 2021 – 15 December 2026

ANTICIPATED AMOUNTS AND/OR NUMBER OF INDIVIDUAL AWARDS

One (1) Federal Assistance Award

TYPE OF INSTRUMENT THAT MAY BE AWARDED

Cost-Type Cooperative Agreement

WHO IS ELIGIBLE TO APPLY

501(3)(C) Tax Exempt, Non-Profit Organizations and Institutions of Higher Education need only apply to this opportunity.

COST SHARING

Cost sharing is not required for applicants to be considered for award, but highly encouraged.

SECTION A: PROGRAM DESCRIPTION

1. BACKGROUND OF THE PROGRAM

Congress authorized and mandated the establishment of the PDC program in 1992 without an expiration date. The PDC program has partnered with a managing partner through cooperative agreement to provide applied information research and analysis support for the development of more effective policies, institutions, programs, and information products for the disaster management and humanitarian assistance communities of Asia Pacific region and beyond. The Center's DisasterAWARE Emergency Management Operations (DisasterAWARE Pro) application utilizes the latest Internet-based, visualization, and mobile technologies to enhance analysis and the timely delivery of accurate and actionable information among humanitarian assistance and disaster relief (HA/DR) partners at state, national, regional, and international levels. Its reputation continues to grow domestically and internationally, as an innovative center developing and applying new information and technology solutions supporting all stakeholders involved with, or interested in, natural hazards, disaster risk reduction, and humanitarian assistance. The PDC's diverse partnerships, collaborations, and client relations with military/civilian, academic/operations, public/private, and US/foreign stakeholders, institutions, and communities of interest are leveraged to build capacity in under-developed and developing countries to plan and prepare for, as well as respond to and recover from, shock events, thus reducing the need for United States involvement and expending of resources.

2. AGENCY TECHNICAL PRIORITIES

The PDC program, under the guidance of the Office of Secretary of Defense-Policy (OSD-P) in conjunction with the oversight of the Defense Logistics Agency (DLA), addresses the Department of Defense's long-term objectives in supporting Humanitarian Assistance and Disaster Relief (HA/DR), Defense Support to Civil Authorities (DSCA), and related mission requirement. The program has two main goals: a) Capability Enhancements Supporting the Mission and b) Mission Delivery: Global Operations and Enterprise Support Services.

The program has been instrumental in providing support for the disaster management and humanitarian assistance communities - and their civilian and military stakeholders - of the Asia Pacific region and beyond. Specifically, it provides leadership and innovations in a broad variety of humanitarian assistance/disaster relief (HA/DR) needs for research, development, advanced analysis, and operational deployment of technology. Projects on the cooperative agreement can fall into a wide array of program areas, including:

- a) Multi-Hazard Disaster Monitoring, Early Warning, and Decision Support Systems and Information Sharing: Utilizing the latest Internet-based, visualization, and mobile technologies to create an integrated common operating picture among partners at state, national, regional, and international levels; this capability helps with situational (big picture) awareness and enables disaster managers to share and jointly act on vital information.
- b) Disaster Risk Assessment and Hazard Mitigation Planning: Using a variety of models that leverage predictive and/or historical disaster data, combined with methodologies to assess

- and analyze the associated risks and impacts, allows decision makers to understand and visualize the potential impacts of emerging threats, and identify actions to mitigate risks.
- c) **Socio-Economic Risk and Vulnerability Assessment:** Hazard events of similar size, strength, and duration can result in very different outcomes, depending on the social, economic, political, built and natural environmental conditions in the affected area. PDC's socio-economic risk and vulnerability assessments examines these factors to help decision makers identify areas where negative impacts are likely to be greatest, set realistic risk reduction goals, and allocate resources effectively.
 - d) **Geospatial Information Management and Visualization, and Scenario Modeling:** Utilizing advanced geospatial data and tools to augment analysis of disasters and their multiple impacts, combined with hazard scenario modeling allow decision makers to better visualize and understand hazards and their impacts during exercises and before, during, and after an event.
 - e) **Integrated Technologies and Capacity Building:** Combining information technology and state-of-the-art assessment methodologies to provide stakeholders with the advanced tools and applications needed to sustain and enhance operations. By fusing the latest developments in information technologies, telecommunications, visualization, and modeling disaster managers are equipped with tools and scientifically based information for better decision-making.

Natural disasters around the globe affected countless people and resulted in thousands of deaths and billions in damage to property and infrastructure. Information, science, technology, and exchange are the keys to fostering disaster-resilient communities. The PDC's DisasterAWARE emergency management operations platform, products, and services are used in disaster response and civil-military humanitarian operations, as well as in disaster risk reduction and planning, locally and globally by disaster managers, national governments, regional organizations, and International/Non-Government Organizations (I/NGO).

3. HISTORY OF THE PROGRAM

The Pacific Disaster Center (PDC) program was authorized under a Congressional mandate without an expiration date in 1992, and is currently being managed by the Defense Logistics Agency (DLA). Since 2001, PDC had partnered with a managing partner through cooperative agreement to evolve the PDC into an economically viable organization with strategic, collaborative partnerships, in both the public and private sectors, allowing it to grow nationally and internationally. In the last decade, PDC had supported this requirement through cooperative agreement HQ0034-10-2-0001 and continued the support through HQ0034-16-2-0001. The program has since expanded dramatically, nearing ten thousand user accounts and the relationship with the managing partner was critical in the success of the program. PDC's steady and strong growth over the past decade had been largely fueled by increased visibility and credibility resulting from meaningful engagements with the Combatant Commands (CCMD) in almost all geographies, as well as strengthened existing and new partnerships both at home and abroad.

4. PAST PROJECT EXAMPLES

Samples of past projects modified onto the cooperative agreement and other mechanisms sponsored by the Managing Partner include the following:

- a) BioSurveillance Information Service (BioServ) – Through collaboration with U.S. Army Public Health Command (USAPHC), and Naval Medical Research Unit 2 (NAMRU-2), a BioSurveillance Information Service (BioServ) prototype force health protection requirements. Key global and regional information resources, including those from CDC, WHO, and Pacific Health Surveillance Network, were successfully added to the BioServ capability. These capabilities were transition into the JPEO-CBRND’s Global BioSurveillance Portal (G-BSP) program and continue to be supported by PDC.
- b) ASEAN (and AHA Centre) DisasterAWARE – PDC helped to enhance the disaster monitoring capacity of the ASEAN Humanitarian Assistance Coordination Centre (AHA Centre) by deploying the DisasterAWARE-based Disaster Monitoring and Response System (DMRS). The work was closely coordinated with ASEAN and included comprehensive training and capacity building exercises.
- c) Advanced Analytics – Through the INDOPACOM Advanced Analytics project, PDC was able to leverage a systems approach to analyzing and assessing the influence of non-state malign actors, fragility, and disaster risk to AOR-wide HA/DR activities. The output of this work allows for the synchronization of interventions by INDOPACOM or FYVE partners in addressing areas of systemic weaknesses to strengthen resilience and decrease dependencies on foreign response during times of crisis thereby increasing stability in the region.
- d) National Disaster Preparedness Baseline Assessment (NDPBA) – Sponsored and supported by four geographical Combatant Commands (CCDM), a number of countries have leveraged PDC’s NDPBA Program to assess and strengthen their national disaster preparedness strategies. The NDPBA takes a holistic approach to disaster risk reduction (DRR) consistent with the International Strategy for Disaster Reduction, The Hyogo Framework for Action, and the Sendai Framework for Disaster Risk Reduction. This approach seeks to promote a “culture of prevention” and serves to reduce disaster risk and losses through the examination and integration of disaster management practices and risk assessments.
- e) Women, Peace and Security Program – Through WPS Program, PDC was able to discover, assess, and package relevant gender-specific data into useful strategic information into a single system to support the Combatant Commands’ capability and enhancements to shape relationships with partner nations in dealing with the unique challenges affecting women, peace, and security (WPS). The program establishes actionable approaches to support gender-based resilience and security for better informed planning and operations in support of DoD WPS mission objectives.

Approximately twelve (12) times a year, modifications will be made to the CA to allow for additional projects to be added on. These projects will be for additional disaster awareness

and risk reduction projects. When a project is considered for modification onto the cooperative agreement, it will be presented through a SF424 funding request document to the Grants Office, alongside each projects SOW, an estimated breakdown of overhead cost, travel and sub-awardee costs, and the total cost of the labor as well as a justification for the reasoning behind those costs.

5. SCOPE OF THE COOPERATIVE AGREEMENT

The purpose of this FOA is to provide the Department of Defense with an assistance mechanism to select a management university to partner with PDC team for the continuation of Pacific Disaster Center (PDC) program to provide applied information research and analysis support for the development of more effective policies, institutions, programs, and information products for the disaster management and humanitarian assistance communities. Thus, the goal of this FOA is to leverage the existing mechanisms of the management university partner's infrastructure to promote the disaster awareness capabilities of PDC to the Asia Pacific region and beyond. The underlying goals of the CA include the following:

Goal 1 – Situational Awareness and Decision Support Applications and Tools

In the past decade, DisasterAWARE RAPIDS DoD user base grew 10-fold, nearing ten thousand user accounts. PDC's DisasterAWARE supports DoD's RAPIDS and EMOPS in support of the Department's and its partners as well as a host of national and regional systems in Pacific areas. With such growth, PDC's main goal is to enhance the Center's applications and applied research, streamlining operational readiness and enhancing analytical capabilities for the DoD and stakeholders. These improvements and new/enhanced capabilities would directly support the overall DoD HA/DR and DSCA mission objectives. Additionally, a limited and small-scale version of this application which includes hazards around the world is available to the general public, supporting PDC's mission of "public-good" with about 2-million downloads, globally.

The past few years have brought about increased attention to HA/DR and SSTR and have raised the priority of these operations and missions. In this regard, PDC's greatest contributions are made through facilitating knowledge creation, information sharing and involving its partner network of international organizations, data providers, national and regional disaster management communities, Non/International-Governmental Organizations (N/IGO), and the academic Communities of Interest (COI).

These contributions were demonstrated repeatedly in the aftermath of the mega-disasters of the recent past in the Asia Pacific, Indian Ocean, Latin America, and the Caribbean regions. Nonetheless, in order to support these missions continually, and expand beyond the existing regions of interest, PDC must constantly update and extend its data coverage, and then use the extended coverage to enlarge its partner network beyond the primary Asia Pacific and Indian Ocean regions.

The objectives for achieving this goal are therefore identified as:

- a) Extend Data Holdings-to acquire and manage global data assets relevant to disaster management and HA/DR operations;
- b) Expand Partner Network-to engage players and stakeholders in other geographies of interest; and
- c) Build and Foster COI -to include disaster management stakeholders and civil-military players.

Goal 2 - Advance Risk and Vulnerability Analysis (RVA)

Preventing incidents and conflicts from becoming disasters, and preventing disasters from becoming catastrophes requires an evolving understanding of risks, vulnerabilities, and the contributing factors that transform an incident into a catastrophe. In other words, accurately measuring risks and vulnerabilities will result in identification of indicators contributing to these trends, thereby improving capabilities with regard to identifying actions and policies that may help to counteract worsening situations. In that regard, improved understandings of risks and vulnerabilities will not only enhance preparedness, but will also help direct attention to the most vulnerable for mitigation purposes.

Therefore, the following objectives were identified as key factors in advancing RVA:

- a) Continue to examine and refine indicators that affect socio-economic vulnerabilities;
- b) Improve methods for estimating disaster impacts (via modeling);
- c) Develop knowledge regarding impacts of climate change and variability on shifting disaster risks and related consequences;
- d) Devise a repeatable framework for RVA through which assessments may be automated; and
- e) Enhance expertise in human-induced disaster risk analysis (via collaboration with experts).

Goal 3 - Enhance Access to Disaster Applications

Enhancing access to disaster related products and services would support the missions of all constituents at all levels. For instance, enhanced access can facilitate information sharing and (civil-military) communication that are essential to the commanders in charge of HA/DR and SSTR operations. Similarly, for disaster managers, ease of access to situational information promotes a common operating picture critical for decision-making and coordination. Finally, to the public, enhanced access offers a means to overcome the "digital divide" and to increase awareness.

In general, enhancing access comes down to: supporting innovative methods for access; transforming information according to the methods; and hardening facilities providing access. In this regard, the following objectives will guide enhancing access:

- a) Invest in new and emerging technologies facilitating access to the information products;
- b) Invest in technologies that enhance information transformation and operational efficiency via automation;
- c) Develop applications that enhance access, and support existing applications;

- d) Continue to invest in technologies that improve up-time and availability of computing resources; and,
- e) Enhance PDC Public Web, social media, mobile, and Emergency Operations applications.

Goal 4 - Increase Institutional Sustainability

Institutional sustainability is the key to program continuity and the underpinning premise to strategic planning and to trusted-relationship building. In other words, institutional sustainability is fundamental to the success of all other goals.

In this regard, three main categories of objectives are considered; those supporting: diversifying funding sources; education, outreach, and marketing; and financial, administrative, and operational efficiencies. Considering these categories, the following objectives are identified:

- a) Develop funding by expanding support to the current funding organizations;
- b) Examine new and innovative business models and channels for extended market, service, and product distribution by reinvesting in PDC's program development and marketing;
- c) Diversify funding by assessing emerging market needs, developing capabilities, and devising related consumable products;
- d) Increase partnerships that will result in funded activities;
- e) Target outreach and education material for the intended audiences;
- f) Institute a production process for related outreach materials;
- g) Continue to enhance in-house Finance and Administrative capacities;
- h) Institute processes for streamlined financial reporting and Human Resources development;
- i) Continue to identify means to measure and increase operational efficiency and product/service delivery; and
- j) Look for fresh and innovative ideas for the establishment of an on-going baseline re-investment program(s), including contribution of funds and other resources into PDC, providing combined resources to support program development activities to enhance PDC's ability to sustain, manage, and further stimulate growth.

6. GENERAL PROGRAM MANAGEMENT

This FOA competes the follow-on effort of the managing partner role for the PDC program. PDC program's managing partner will provide management and the resources needed to enable PDC team to stimulate research, development, evaluation and deployment of advanced tools and applications to aid in disaster monitoring, early warning, and decision support for disaster management communities and the general public. Activities within this FOA shall be performed within the following programmatic requirements:

- a) The Government PDC Program Office (PDCPO) will develop and provide policy, oversight and guidance, and jointly develop strategic guidelines and priorities with stakeholders for PDC Program.
- b) The managing partner (university) will be responsible for facilitating PDC Executives in their implementation of the policy and programmatic/strategic guidance, and will provide the administrative functions for the PDC including legal support for protection of the

PDC's Intellectual Properties, and management of contracts/subawards/agreements with other strategic partners/providers, administration of the facilities, personnel (domestic and international), staff recognition/promotion/retention plans, and other Human Resources functions, as necessary. The managing partner will support PDC in its goal of diversifying sources of revenue, especially those which can be expanded and sustained over time, will help PDC business growth through a reinvestment plan, and will work to reduce overhead at the PDC Maui to a minimum. In this regard, the managing partner will propose and support reinvestment options aimed at facilitating PDC's business development objectives.

- c) The PDC Executive Director will be responsible for the strategic development, execution and continuity of the program, growth and ultimate success of the PDC. The Executive Director shall be an equal partner with the Government PDCPO and the managing partner in all aspects of the Program. It is expected that the Executive Director will provide the leadership necessary to instill both pride and commitment in the personnel associated with the Program.
- d) The PDCPO envisions the PDC will function as a semi-autonomous unit within a parent organization (managing partner) and subject to the parent's organizational constraints. Both PDC and the parent organization's regulatory structure should be flexible to recognize and overcome unique requirement, in order to enable these requirements to be expeditiously met. Below is the envisioned organizational and management relationships between the three Parties (PDC, PDCPO, and managing partner).
 1. PDC team is a semi-autonomous unit; therefore, both the PDCPO and the managing partner would have an "arms-length" relationship with the PDC team with regards to operational and technical matters. Once a Strategic Plan (5-year) and an Annual Plan (for the work year) have been updated and agreed to by all parties, it will be the responsibility of the PDC team's Executive Director to provide the leadership required to track and accomplish the defined efforts. The Executive Director must therefore be provided the responsibility and authority to properly execute the work. Formal meetings between the Parties would be held to a minimum but would include at least one meeting per year for planning and technical review.
 2. The Executive Director would report directly to the senior member of the managing partner organization and the managing partner Organization Chart would reflect that relationship.
 3. The managing partner would, whenever possible and reasonable, provide the Executive Director with decisional authorities for operational and programmatic endeavors, adhering to the managing partner and US Government rules and constraints. This should include, but not be limited to, hiring/firing authority, travel approval, equipment purchase approval, contract and subaward negotiations and approval, etc. Any administrative, fiscal, or human resources personnel that the managing partner hires to directly support the PDC Program must be located at the main Center facility or spend time at the PDC equivalent to the salary paid by PDC funds.
 4. The managing partner is expected to help retain existing PDC talent and structure during the transition period for continuity. In addition, the managing partner will collaborate with the PDC Team's Executive Director to help facilitate review(s) of the advancing technologies and evaluation of and adjustments to existing talent and workforce during the course of the agreement.

5. It is intended that the PDC team retain its ability to partner with federal agencies and private industry to leverage and incorporate the vast remote sensing, science and technology, information, communication and computational resources into the activities of the PDC. This may require formal relationships with secure facilities (e.g., the Maui High Performance Computing Center).
 6. The PDC team will be organizationally agile and work toward and recognize opportunities for new business configurations that serve the economic, developmental, and operational interests of the PDC, as well as Hawaii. Toward this end, the PDC will balance its resources to accommodate business opportunities.
 7. Per the Congressional Requirement for the Government to ensure the growth and sustainability of PDC, the managing partner will facilitate the PDC business growth through innovative and enabling mechanisms, including, but not limited to, partnership extension, operational expansion, reinvestment plans and allocation of required resources and funds for business development, and/or promotion of processes to help recognize existing staff and attract new talents. The managing partner will provide the Executive Director with decisional authorities for these endeavors, adhering to the managing partner and US Government rules and constraints.
- e) The managing partner shall provide an annual Status Report and Renewal Proposal that outlines to the PDCPO the proposed annual work plan and funding requirements based on strategic objectives and guidance for the year. Regular program/progress reports will be provided on a regular basis throughout the life of the Cooperative Agreement. Program reviews will be held at least once a year with an additional technical review, as appropriate.
 - f) The Cooperative Agreement with the managing partner will have overarching flexible terms and conditions that will provide funding for the basic operations on an annual basis pending budget approval and annual Defense Appropriation Authorization. The funding period is anticipated as a base year and four one-year extensions.
 - g) The structure of the Cooperative Agreement is intended to allow for technology and program enhancing collaborative efforts sponsored by other Department of Defense and federal entities as anticipated and described in the annual work plans. All funding applied to the Cooperative Agreement for collaborative projects must be for programs/projects authorized by statute for use on assistance instruments in accordance with DoD Grant and Agreement Regulations, 32 CFR Part 21, Subpart D, 21.410. The funding organization is responsible for providing the written statutory authority as an attachment when providing funds for collaborative projects.

7. PROJECT IDENTIFICATION/SELECTION

The Government is soliciting a full proposal in response to this announcement. Selection of a managing partner will therefore be based on a vision for the success of the PDC, and demonstrated competence and qualifications to support the mission of the PDC with particular emphasis on increasing the private involvement in price and profit sharing.

The proposal will be reviewed by a panel of government experts from the Program Office who will evaluate the response based on the factors and criteria listed in SECTION E: APPLICATION REVIEW INFORMATION of this announcement. Results of the review will be summarized and presented to the selection official for final decisions.

The anticipated period of performance will be on or about 12/16/2021 – 12/15/2026.

The Government reserves the right to negotiate the received response to this FOA or to make an award without discussions with applicants.

The Government anticipates making award without discussions. Therefore, the applicant shall include its best response to this announcement. However, the Government reserves the right to conduct discussions if it is determined by the grants officer to be necessary.

The Government reserves the right to request additional information once award has been determined. The Government reserves the right to remove applicants from award consideration should the parties fail to reach agreement on award terms within a reasonable time or the applicant fails to provide requested additional information in a timely manner.

After selection, the Grants Office may negotiate with the selected entity. There are no funds specifically appropriated to support PDC. It is the recipient's responsibility to coordinate funding commitments from Government sponsors and cost share from industry in support of proposed PDC initiatives each year for the duration of the Cooperative Agreement.

8. SUBRECIPIENT AND SUB-AWARDEE

The recipient will ensure that sub-awardees are selected competitively and that their technologies, processes and capabilities represent best value to the sponsoring Government activity. Evaluation criteria and competition parameters used for selection of sub-awardees for each project will be pre-approved by the Government and must at least include a price factor. Final sub-awardee selection and corresponding rationale for the choice must be reviewed and approved by the Government. Lastly, the recipient will ensure there is a process in place for non-successful sub-awardees to resolve disputes on not being selected as a project participant.

9. INTEGRATED PROCESS TEAM

On an ongoing basis, the selection of a project shall be made by the IPT consisting of representatives from DLA and other relevant members of the DoD community as necessary. Decisions on project selections will be based upon the project concept produced by the recipient as well as the funding available. The recipient will only undertake projects selected by the IPT.

10. PROJECT EXECUTION

Upon IPT approval of project plans, the recipient shall form individual collaborative focus teams to perform the work for each project. The recipient shall independently sub-award to each participant within the limits of the available project funding following the aforementioned process. The recipient shall perform all project management functions and provide all project resources to ensure all project efforts meet cost, schedule and deliverables, outlined in the project concept. The recipient shall also manage subawards with the project team as well as manage the accounting of all efforts in support of the Cooperative Agreement. The recipient shall include appropriate government personnel at project meetings and provide quarterly project progress reports to the IPT. Upon completion of projects, the

recipient shall provide a comprehensive final report detailing the outcome of the project and all deliverables.

SECTION B: FEDERAL AWARD INFORMATION

1. ESTIMATED TOTAL AWARD AMOUNT

\$100,000,000.00, or approximately \$20,000,000.00 per year for five (5) years.

2. ANTICIPATED NUMBER OF AWARDS

One (1) cooperative agreement award, with in-scope post-award modifications to add new projects.

3. ESTIMATED RANGE OF FUNDING PER AWARD

Historically, projects have ranged in cost from \$25,000.00 to over \$10,000,000.00.

4. INSTRUMENT CHOICE RATIONALE

This Cooperative Agreement being awarded through this FOA will have substantial government involvement. The awardee will serve as a managing partner for PDC to include working with the Government to determine the merits of research ideas, and collaborate with PDC to choose sub-awardees (if applicable). The managing partner will collaborate with PDC research and recommend projects to be added onto the program; however, the Government has the final decision on all projects going onto the CA to ensure they are aligning with PDC Program and its vision.

5. CONTRACTED FUNDAMENTAL RESEARCH

The research conducted under the resultant cooperative agreement does not meet the definition of “contracted fundamental research” as defined in (see USD AT&L) memo of May 24, 2010: Subject Fundamental Research.

SECTION C: ELIGIBILITY INFORMATION

1. ELIGIBLE PARTICIPANTS

501(3)(C) Tax Exempt, Non-Profit Organizations, and Institutions of Higher Education may apply to this opportunity.

2. COST SHARING

Cost sharing is not required for applicants to be considered for award, but highly encouraged.

3. ADDITIONAL ELIGIBILITY INFORMATION:

The Program Office is soliciting a full proposal in response to this announcement. The intent is to select a single organization to be the Managing Partner. Applicants must provide information that addresses its vision, experience and qualifications to administer and grow complex public-private organizations as highlighted in Section E of this Funding Opportunity Announcement (FOA)

Applicants who receive a rating of Marginal or Unacceptable in any factor is ineligible for award. Applicants who do not submit the proposal in accordance with the submission instructions are also ineligible for award. Results of the review will be summarized and presented to the selection official for final decisions.

SECTION D: APPLICATION AND SUBMISSION INFORMATION

1. APPLICATION PACKAGE ADDRESS

All application materials and frequently asked questions on grants submission can be found at the following site: <http://www.grants.gov/web/grants/applicants/applicant-resources.html>

2. CONTENT AND FORM OF APPLICATION SUBMISSION

- a. Proposals and application documents should be submitted in an electronic format compatible with Microsoft Word (.doc) or Adobe Acrobat (.pdf) software. All applicants must submit the mandatory forms for this announcement [includes the SF-424 (R&R) (Application for Federal Assistance), R&R Other Project Information and forms] in accordance with the application instructions on Grants.gov. Use the optional “Attachments” form to include any other document(s) not specifically identified elsewhere in this funding opportunity. If submitting any information that is deemed proprietary, please denote the beginning and ending of such information with asterisks (***) . The Government will safeguard all proprietary information received from the applicant.
- b. All applications must be self-contained within specified page limitations. Internet website addresses (URLs) may not be used to provide information necessary to the review because reviewers are under no obligation to view the Internet sites.
- c. It is essential that all applications be complete and accurate at the time of submission. The Government reserves the right to reject applications that are incomplete or that do not comply with submission instructions.
- d. Upon receipt of each proposal, applicants will be notified via email of receipt of their proposal. If notification is not received within one (1) hour from the cut-off time Proposals are due, the applicant should contact the Grant Specialist.
- e. Proposals shall be submitted electronically, in accordance with the requirements set forth in this Section of this Funding Opportunity Announcement.
- f. Format and Technical Content of Applications
 - i. Each proposal should be in 12-point font (maximum of 12 characters per inch), single-spaced, in 8½ x 11-inch paper format. The length, including abstract and text should not exceed 20 pages. The Government is not obligated to evaluate beyond the specified page limit. Attachments, such as institutional brochures or reprints, will not be considered in the evaluation of selection process.

- ii. Preparation of Proposals in response to this Funding Opportunity Announcement will require no involvement and/or input from the current PDC staff. Requested information will summarize the management and technical approaches of the proposing entity.
- iii. Proposals shall include the following:
 - Cover Letter: This letter shall be addressed to Ms. Janice Rice, PDC Program Manager, and be from the entity that is interested in becoming the Managing Partner. It shall contain an expression of the entity's interest to become the Managing Partner, in cooperation with the Program Office, in the cooperative execution of the PDC program, as well as a summary of the information contained in the proposal.
 - Evaluation Factors: This section shall contain information specifically addressing the selection criteria described under SECTION E: APPLICATION REVIEW INFORMATION of this Funding Opportunity Announcement. Where appropriate, information addressing evaluation criteria shall be supported with documentation.
 - Supporting Information: The proposed objective should be the performance of business management, administration, and organizational efforts in support of the PDC and the program goals. For this reason, the proposals must adequately describe the proposed business management, administration, and organizational objectives, approach and expected outcomes.

3. UNIQUE ENTITY IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT

- a. Several one-time actions must be completed in order to submit an application through Grants.gov. These include obtaining a Dun and Bradstreet Data Universal Numbering System (DUNS) number, registering with the System for Award Management (SAM), registering with the credential provider, and registering with Grants.gov. See <http://www.grants.gov/GetStarted>.
- b. The awardee shall use the Grants.gov organization Registration Checklist at http://www.grants.gov/applicants/register_your_organization.jsp, which will provide guidance through the process. Designating an E-Business Point of Contact (EBiz POC) and obtaining a special password called "MPIN" are important steps in the SAM registration process. Applicants who are not registered with SAM and Grant.gov should allow at least 21 days for completing these requirements. The process should be started as soon as possible. Any questions relating to the registration process, system requirement, how an application form works, or the submittal process must be directed to Grants.gov at 1-800-518-4726 or support@grants.gov. Successful applicants not already registered in the System for Award Management (SAM) will be required to register in SAM prior to award of any grant, or cooperative agreement. Information on SAM registration is available at <https://www.sam.gov>.

- c. Special Notice regarding a Waiver of Grants.gov submission requirement: If an applicant is unable to comply with the requirement to use Grants.gov, for submission of a grant application under this FOA or finds it would be an excessive burden to comply with this requirement, a waiver request may be submitted. Such request should be submitted by the Electronic Business Point of Contact listed in the SAM for the organization and should contain the Organization/Individual's name, address, telephone number, and email address. The request should state the reason for the request in sufficient detail so a decision can be made. The Waiver Request should be submitted to the cognizant Grants Specialist. Such request can be sent by email or registered mail. A decision and response will be issued within 14 calendar days of receipt of the request by the cognizant Grants Specialist. Foreign Grantees who are not registered in SAM may request a waiver on that basis since SAM registration is integral to the Grants.gov application process. If the waver is approved, DoD will provide a packet of all required documents and submission instructions via email or in hard copy via registered mail.

4. SUBMISSION DATE/TIME

Questions Due: 30 October 2021

Applications Due: 15 November 2021

The announced Application due date and procedures for submission will be strictly observed. Applications addressed in other than the format specified, or delivery to locations other than specified herein, will result in late delivery. Applications received after the established time and date above will not be considered; the burden of timely delivery (including requests for delivery confirmation) is on the applicant. The application due date is determined by the timestamp and date of the applicant's submission on <https://www.grants.gov/>. Applications received after the due date and timestamp will not be considered.

5. EXECUTIVE ORDER 12372

This funding opportunity is not subject to Executive Order 12372 Regarding Intergovernmental Reviews (see <https://www.archives.gov/federal-register/codification/executive-order/12372.html>)

6. FUNDING RESTRICTIONS

There are no restrictions on funding for this requirement, but the typical funding types are O&M and RDT&E. An appropriate funding determination will be made on a case by case basis for each individual project applied to the Cooperative Agreement when funding is not O&M or RDT&E.

7. OTHER SUBMISSION REQUIREMENTS AND INFORMATION

- a. Physical/facsimile delivery by the applicant is not authorized and will not be accepted.
- b. Amendments to Announcements

- i. If this announcement is amended, then all terms and conditions, which are not amended, shall remain unchanged. Applicants shall acknowledge receipt of any amendments to this Funding Opportunity Announcement by: (1) identifying the amendment in its application, or (2) by separate letter upon receipt of the amendment. The Government must receive the acknowledgment by the date/time specified for receipt of applications.
- c. Modifications, and Withdrawals of Applications
 - i. The announced Application due date and procedures for guaranteeing timely submission of Applications shall also be applied to those applicants submitting modifications to or withdrawals of Applications.
- d. Protests
 - i. The decision of the Grants Officer relative to any protest filed will be final unless the protester appeals to the WHS/AD Competition Advocate:

Mr. David Kao
Deputy Director, WHS/AD
4800 Mark Center Drive, Suite 09F09
Alexandria, VA 22350
 - ii. The Recipient shall proceed diligently with preparation of its Application(s) or performance under an award, pending final resolution of any request for relief, appeal, or action arising under the award, and comply with any decision of the Grants Officer.

8. CERTIFICATIONS

- a. Applicants must submit the SF424B – Assurances – Non-Contraction programs form, which is a separate form in the application package.
- b. By signing and submitting application for federal assistance (Form SF424 (R&R)) under this FOA, the applicant has also providing and certifying the Certification Regarding Lobbying Activities. If Paragraph Two of the certification applied, then complete and submit the SF-LLL disclosure of Lobbying which is provided as an optional form in the application package.
- c. No Federal appropriated funds have been paid or will be paid by or on behalf of the applicant, 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.

- d. 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 the Federal contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- e. The applicant shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- f. 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.C. 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.

9. WIDE AREA WORK FLOW (WAWF)

Performers are required to submit invoices for payment directly at <https://wawf.eb.mil>. WAWF registration is required prior to any award under this FOA.

SECTION E: APPLICATION REVIEW INFORMATION

1. REVIEW/SELECTION PROCESS

Selection decisions will be made by the Selection Official following an evaluation of Proposals by a panel of experts appointed by the Grants Officer as recommended by the Program Office. The Proposals will be subject to a full review with due regard for conflict of interest and protection of information. The factors are described below:

2. MERIT CRITERIA

Factor 1: Technical Merits

The applicant shall address how it will develop and manage complex, collaborative organizations including teams from private industry, research organizations, government and centers/institutes/academic organizations with the intent of leveraging applied information research and analysis to support the Department of Defense (DoD) disaster management and humanitarian assistance efforts and international humanitarian assistance/disaster relief (HA/DR) communities, primarily for public benefits. The applicant shall demonstrate how it will provide leadership to improve technology innovations in a broad variety of HA/DR needs for research, development, and deployment of technology with regards to disaster prevention. The applicant shall also address capabilities in the following areas:

- The soundness of the applicant’s administrative and fiscal methods and system used to manage and comply with the federal (and other applicable) regulations.
- The ability and capacity to solicit, coordinate, acquire, accept, process and execute, and manage funds from a variety of sources including government and private organizations from the U.S. and internationally.
- The ability to engage in protection of intellectual property and to enter into and administer cost-effective licensing agreements and other promotional activities to foster growth of the program.
- The ability to help protect the Center’s Intellectual Properties through patents, trademarks, etc.
- The ability to utilize PDC-Maui as an economic development catalyst to further the program.

The applicant shall also address how it will leverage, and advance HA/DR methodology, processes, and benchmarks to further emergency management and disaster prevention for the primary benefit of U.S. and the public. The applicant shall demonstrate how it will apply research, development, evaluation, integration, and deployment to DoD issues – to reduce costs, improve system/platform operational availabilities, increase systems reliability, increase the resiliency of disaster relief, and promote emergency and disaster prevention.

The applicant shall provide a brief synopsis of experience from past efforts that illustrate a proficiency aligned with this evaluation factor. The applicant should explain how past efforts resulted in: reduced costs, improved system/platform operational availabilities, increased systems reliability, increased the resiliency of disaster relief, and promoted emergency and disaster prevention.

Factor 2: Applicant’s Key Personnel

Key Personnel are defined as those individuals that the applicant intends to place in Key Positions and are designated as critical for successful performance. The applicant shall provide the following information for Key Personnel.

- Demonstrate availability of key personnel with requisite skills to perform the work described in the FOA.
- Provide individual resumes (no more than three pages in length) for each key personnel proposed and highlight any demonstrated capability of relevant experience for the requirement. Resumes include whether the individual proposed is subject to a contingency offer of employment. If a resume cannot be provided for any Key Personnel, then the applicant must include a plan to staff the Key Positions to include how and when the Key Position(s) will be filled, and what methods will be employed to do so.

In addition, the applicant shall submit the below information for all key personnel, whether or not the individuals' efforts under the project are to be funded by the DoD. Note that this information shall be included at the end of each key personnel’s resume. This collection only applies to persons identified as key personnel. This information shall not be included in the overall proposal page limits. Failure to submit this information may cause the

proposal to be returned without further review, and that the DoD reserves the right to request further details from a proposer before making a final determination on funding the effort.

- A list of all current projects the individual is working on, in addition to any future support the individual has applied to receive, regardless of the source.
- Title and objectives of the other research projects.
- The percentage per year to be devoted to the other projects.
- The total amount of support the individual is receiving in connection to each of the other research projects or will receive if other proposals are awarded.
- Name and address of the agencies and/or other parties supporting the other research projects.
- Period of performance for the other research projects.

Factor 3: Risk Mitigation

The applicant shall demonstrate how the applicant’s past performances in similar Federal awards, including timeliness of compliance with applicable reporting requirements, and conformance to the terms and conditions of previous Federal awards, would mitigate risks of unsuccessful performance as described at 2 CFR 200.206.

Factor 4: Contribution Plan

The applicant shall address how it will manage and support PDC Program and PDC team to increase available resources and promote cost savings. The applicant shall describe how it will bring values to the program and contribute resources to promote and expand the program internationally. The applicant must also describe the proposed contributions to the program, and these contributions may include both savings or contributions such as administrative support costs, labor cost discounts, cost savings, system improvement savings, etc... These contributions would be summarized with quantifiable costs (if applicable) and reported to the PDCPO on an annual basis.

As part of the proposal, the applicant shall also submit their approved rate agreement as approved by the Department of Health and Human Services (DHHS).

3. ADJECTIVAL RATINGS FOR FACTORS 1 THROUGH 2

Rating	Description
Outstanding	Demonstrates exceptional management and technical capabilities. Demonstrates the relationship and commitment between managing partner and DoD Mission. Risk of unsuccessful performance is low.
Good	Demonstrates exceptional management and technical capabilities. Demonstrates the relationship and commitment between managing partner and DoD Mission. Risk of unsuccessful performance is no higher than moderate.
Acceptable	Demonstrates management and technical capabilities. Demonstrates the relationship and commitment between managing partner and DoD Mission. Risk of unsuccessful performance is moderate.

Marginal	Demonstrates management and technical capabilities. Demonstrates the relationship and commitment between managing partner and DoD Mission. Risk of unsuccessful performance is high.
Unacceptable	Fails to demonstrate management and technical capabilities or the relationship and commitment between managing partner and DoD Mission. Risk of unsuccessful performance is unacceptable.

4. AWARD DECISION

- a. The Government reserves the right to select for negotiation all, some, one, or none of the Proposals received in response to this FOA and to make awards without discussions with applicants. Therefore, applicant Proposals should include the applicant's best response to this announcement. However, the Government reserves the right to conduct discussions if it is determined by the Grants Officer to be necessary.
- b. The Government reserves the right to request additional information once award has been determined. The Government reserves the right to remove applicants from award consideration should the parties fail to reach agreement on award terms within a reasonable time or the applicant fails to provide requested additional information in a timely manner.
- c. The Recipient that has been deemed successful will receive a pre-award notice via e-mail from the WHS/AD Grants Officer. The Government may initiate Cooperative Agreement negotiations when deemed appropriate to do so. Unsuccessful applicants will also be notified via email at that time.
- d. Once a recipient of award is announced, the recipient of award only shall submit the required information for electronic submission. The recipient of award shall use the Grants.gov website (<https://www.grants.gov>). Recipient shall complete the mandatory forms in the application package template associated with this FOA.
- e. After selection, the Grants Office will negotiate a Cooperative Agreement with the selected Recipient. This step will involve negotiating with the selected Managing Partner for the transition of activities from the current management. There are no funds specifically appropriated to support PDC. It is the recipient's responsibility to coordinate funding commitments from Government sponsors and cost share from industry in support of proposed PDC initiatives each year for the duration of the Cooperative Agreement. If an acceptable Cooperative Agreement cannot be negotiated, then the second most highly qualified applicant will be selected for negotiations.
- f. Authorities taken into account when reviewing the applications include the following:
 - i. OMB Circular A-110, relocated to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
 - ii. Department of Defense Grant and Agreement Regulations (DoDGARS 32 CFR Subchapter C).

- iii. OMB Circular A-21, relocated to 2 CFR Part 200 Subpart E, “Cost Principles”.
- iv. OMB Circular A-122, relocated to 2 CFR Part 200 Subpart E, “Cost Principles”.
- v. OMB Circular A-133, relocated to 2 CFR Part 200, Subpart F, “Audits Requirements”.

5. FEDERAL SHARE NOTICE

It is anticipated that the Federal share of any award under the announcement may exceed the simplified acquisition threshold, inform applicants that: (i) the agency will review the information that is currently in the designated integrity and performance system through SAM (currently FAPIIS); (ii) an applicant may review information in FAPIIS and comment on any information about itself; and (iii) the agency will consider any comments by the applicant, along with other information in FAPIIS, in making judgement about the applicant’s integrity, business ethics and record of performance under Federal awards when completing a review of risk (see DoD Instruction 3210.08 on use of the performance and integrity information in FAPIIS and 2 CFR 200.206 “Federal awarding agency review of risk posed by applicants.”

6. ANTICIPATED ANNOUNCEMENT AND AWARD DATES

The anticipated date for notifying successful and unsuccessful applications is no later than 10 December 2021.

SECTION G: AGENCY CONTACTS

Phuongthao Phan
Grants Specialist
Telephone: 571-424-8258
E-mail: phuongthao.c.phan.civ@mail.mil

Elizabeth Fuller
Grants Officer
Telephone: 703-545-9509
E-mail: elizabeth.e.fuller2.civ@mail.mil

SECTION H: OTHER INFORMATION

This is provided for your information only. The terms & conditions will be negotiated with the selected recipient prior to award of the cooperative agreement.

1. THE GRANTS OFFICE

Only a warranted WHS/AD Grants Officer may bind the Government. A pre-award notice that a proposal was successful neither obligates the Government to make an award nor commits the Government to reimburse any pre-award costs incurred in the anticipation of an award. Pre-award costs are incurred at an applicant’s risk.

2. ORGANIZATION CONFLICTS OF INTEREST

All applicants must affirm whether they are providing threat assessment and disaster relief work to any DoD office(s) through an active contract or subcontract. All affirmations must state which office(s) the applicant supports and identify the prime contract numbers. Affirmations shall be furnished at the time the Letter of Qualification is submitted. All facts relevant to the existence or potential existence of organizational conflicts of interest must be disclosed. The disclosure shall include a description of the action the applicant has taken or proposes to take to avoid, neutralize, or mitigate such conflict. Letters of Qualification that fail to disclose potential conflicts of interests or do not have acceptable plans to mitigate identified conflicts will be rejected without technical evaluation and withdrawn from further consideration for award. If a prospective applicant believes that any conflict of interest exists or may exist (whether organizational or otherwise), the applicant should promptly raise the issue with Grants Specialist or Grants Officer by sending his/her contact information and a summary of the potential conflict by e-mail to the Grants Specialist, before time and effort are expended in preparing a Letter of Qualification and mitigation plan. If, in the sole opinion of the Government after full consideration of the circumstances, any conflict situation cannot be effectively avoided or mitigated, the Letter of Qualification may be rejected without technical evaluation and withdrawn from further consideration for award under this FOA.

3. FEDERAL STATUTES

Federal statutes take precedence over all terms and conditions of awards.

4. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS

By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination: Reference DoD R&D General T&Cs (Attachments 01 and 02).

- a. On the basis of race, color, or national origin.
- b. On the basis of sex or blindness.
- c. On the basis of age, in the Age Discrimination Act of 1975.
- d. On the basis of disability, in the Rehabilitation Act of 1973.

5. RETENTION AND EXAMINATION OF RECORDS

Retention and access requirements for records shall be as set out in accordance to attached DoD R&D General T&Cs.

6. ENVIRONMENTAL PROTECTION

By acceptance (signing) of the award or accepting funds under the award, the Recipient assures that it will comply with all applicable Federal, State or local environmental laws and regulations, including but not limited to Clean Air Act (42 U.S.C § 7401-7671q.), and Federal Water Pollution Control Act (33 U.S.C. § 1251-1387) as highlighted within the referenced DoD R&D General T&Cs.

7. BUDGET CHANGES AND PRIOR APPROVALS

Pursuant to DoD R&D General T&Cs, the Grants Officer will waive the prior approval requirements with the exception of the following:

- a. Changes in the scope or the objective of the project or program (even if there is no associated budget revision, requiring prior written approval).
- b. The need for additional Federal funding.
- c. Unless described in the Final Application and funded under any resulting award, the sub-award, transfer or contracting out of any work under the project. This prior approval does not apply to the purchase of supplies, material, equipment or general support services.
- d. Request for a one-time, no-cost extension of the expiration date of the award for a period of up to twelve (12) months, as long as the extension does not involve a change in the approved objectives or scope of the project. The Recipient shall notify the Grants Officer at least ten (10) calendar days prior to the expiration date of the award.
- e. The Recipient shall also notify the Grants Officer whenever the amount of Federal authorized funds is expected to exceed the needs of the Recipient for the current project period by more than \$5,000 or five (5) percent of the budget (as last approved by the Grants Officer), whichever is greater.

8. ENFORCEMENT AND TERMINATION

The followings are being enforced in pursuant to DoD R&D General T&Cs (Attachments 01 and 02).

- a. Remedies for Noncompliance: The Government's remedies for noncompliance.
- b. Effects of Suspension and Termination: The effects of suspension and termination.
- c. Relationship to Debarment and Suspension: The enforcement remedies identified in this section do not preclude the Recipient from being subject to "Debarment and Suspension".
- d. Termination: The resulting award may be terminated in whole or in part.

9. CLAIMS, DISPUTES, AND APPEALS

Claims by the Recipient and the Government shall be processed in accordance DoD R&D General T&Cs and this Article.

- a. Recipient Claims
If the Recipient wishes to submit a claim arising out of or relating to this award, the claim must be submitted in writing to the Grants Officer for decision. The claim must specify the nature and basis for the relief requested and include all data that supports the claim.
- b. Government Claims
Claims by the Government shall be the subject of a written decision by the Grants Officer.

c. Grants Officer Decisions

Within 60 calendar days of receipt of a written claim the Grants Officer shall do either of the following:

- i. Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; shall identify all relevant data on which the decision is based; shall identify the cognizant Grant Appeal Authority and give his or her mailing address; and shall be included in the award file. Or,
- ii. Notify the Recipient of a specific date when he or she will render a written decision, if more time is required to do so. The notice shall inform the recipient of the reason for delaying the decision.

d. Formal Administrative Appeals

- i. The decision of the Grants Officer shall be final, unless the Recipient decides to appeal. The Recipient is encouraged to enter into the Alternative Disputes Resolution (ADR) procedures set forth herein. "Alternative Dispute Resolution" is defined as voluntary procedures used to resolve issues in controversy without resort to litigation. These procedures include settlement negotiations, mediation, and fact-finding.
- ii. If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant terms, and a statement of factual areas of agreement and disagreement.
- iii. Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal, the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Grant Appeal Authority and the Grants Officer. The Recipient may supplement the file with additional documents it deems relevant. Either the Grants Officer or the Recipient may supplement the file with a memorandum in support of its position.
- iv. The appeal shall be decided solely on the basis of the written record, unless the Grant Appeal Authority decides to conduct fact-finding procedures or an oral hearing of the appeal. Any fact-finding or hearing shall be conducted using procedures that the Grant Appeal Authority deems appropriate.
- v. The Recipient 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 DoD Component concerned.

e. Non-Exclusivity of Remedies

- i. Nothing in this section is intended to limit a Recipient's right to any remedy under the law.

10. RECIPIENT RESPONSIBILITY

The Recipient has full responsibility for the conduct of the effort supported by any resulting award, in accordance with the Recipient's Final Application, and the terms and conditions specified in the award. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

11. SECURITY CLASSIFICATION

In order to facilitate intra-program collaboration and technology transfer, the Government will attempt to enable technology developers to work at the unclassified level to the maximum extent possible. If access to classified material will be required at any point during performance of particular projects, the Recipient must clearly identify such need prominently in its specific Application prior to award of project.

12. RELEASE OF INFORMATION AND ACKNOWLEDGEMENT OF SPONSORSHIP

The Recipient agrees that in the release of information relating to this Cooperative Agreement, such release shall include a statement to the effect that:

- (a) the effort is/was sponsored by the United State Department of Defense,
- (b) the content of the information does not necessarily reflect the position or policy of the Government; and
- (c) that no official endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

13. PROCUREMENT STANDARDS

The uniform standards for the Recipient's procurement of supplies and other expendable property, equipment, real property and other services with Federal funds are set forth in DoD R&D General T&Cs (Attachments 01 and 02).

14. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

The uniform standards for Recipient's financial management systems (under any resulting award) are set forth in the DoD R&D General T&Cs.

15. PROGRAM INCOME

Program income, if any, shall be used as set forth in the DoD R&D General T&Cs.

16. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit arising from it, in accordance with 41 USC § 22.

17. MODIFICATION OF AGREEMENT

The only method by which the Agreement can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer. No other communications, whether oral or in writing, shall be binding on the parties.

18. PROTECTION OF PROPRIETARY AND SENSITIVE INFORMATION

The parties acknowledge that, during performance of the award agreement resulting from this FOA, the recipient may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to or produced by the Government. Such information includes but is not limited to, business practices, proposals, designs, mission or operation concepts, sketches, management policies, cost and operating expense, technical data and trade secrets, proposed Defense policies, cost and operation expense, technical data and trade secrets, proposed Defense budgetary information, and acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of the DoD. The recipient shall take appropriate steps not only to safeguard such information, but also prevent disclosure of such information to any party other than the Government. The recipient agrees to indoctrinate personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the Government received such information and shall stress that the information shall not be disclosed to any other party or to recipient personnel who do not need to know the contents thereof for the performance of the agreement. Recipient personnel shall also be informed that they shall not engage in any other action, venture or employment wherein this information will be used for any purpose by any other party.

19. ACKNOWLEDGEMENT OF DOD SUPPORT

DoD full or partial support must be acknowledged in journal articles, oral or poster presentations, news releases, interviews with reporters and other communications. Any documents developed under an award agreement resulting from this FOA that are intended for distribution to the public or inclusion in a scientific, technical, or other journal shall include the following statement:

20. POST-AWARD REPORTING REQUIREMENTS

- a. Progress reports: Per guidance in accordance with DoD R&D General T&Cs.
- b. Financial Reports: In accordance with DoD R&D General T&Cs, financial reports will be required no more than quarterly. The due dates for submission are thirty (30) days after the reporting period. Further, financial reports are to be submitted on Standard Form 425, "Federal Financial Report," including block 11 "Indirect Expense."