

Solicitation for Cooperative Agreement Applications

Month day, 2008

**ISSUED BY THE DEFENSE LOGISTICS AGENCY
SMALL BUSINESS PROGRAMS OFFICE
FT. BELVOIR, VA 22060-6221**

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SECTION I PROGRAM INTRODUCTION

This section describes the overall Procurement Technical Assistance Program (PTAP), general eligibility to participate in the program, and how awards are planned to be made under this Solicitation for Cooperative Agreement Applications (SCAA). The SCAA shall not be considered to be an offer made by the Department of Defense (DoD), nor does it commit DoD or the Defense Logistics Agency (DLA) to make any awards under this program.

A. BACKGROUND

The DoD's efforts to increase competition in the private sector to satisfy its requirements for products and services have been supplemented by many state and local governments, and other entities which operate PTA programs. The DoD PTAP provides DoD assistance to state and local governments and other nonprofit organizations (hereafter referred to as eligible entities) by sharing the cost of establishing new and/or maintaining existing PTA programs. This assistance will be provided by DoD in the form of matching funds in accordance with Title 10, United States Code (USC), Chapter 142, as amended.

B. AUTHORITY

Title 10, United States Code (USC), Chapter 142, as amended, authorizes the Secretary of Defense, acting through the Director, DLA, to enter into cost sharing cooperative agreements to support PTA programs established by eligible entities.

C. ADMINISTRATIVE REQUIREMENTS

1. Title 10 USC, Chapter 142.
2. DoD Grants and Agreement Regulation (DoDGAR), which is Title 32, Code of Federal Regulations (CFR) parts 21-34.
3. Office of Management and Budget (OMB) Circulars pertaining to educational institutions, state and local, and Indian Tribal governments and nonprofit organizations.
4. The PTA Cooperative Agreement Program is covered by Executive Order 12372. This order provides for review of proposed federal assistance by state and local governments. Therefore, applications submitted for funds under this SCAA may be subject to the clearance procedures and requirements established by the state(s) in which their programs will be conducted. Consequently, applicants are reminded that they may have to initiate clearance action through appropriate state clearing houses prior to submitting their application to the DLA Office of Small Business Programs.
5. This SCAA supersedes all previous versions and the terms, provisions and requirements of all previous versions do NOT apply to any PTAP award made subsequent to the issuance of this SCAA. Applicants should not rely on the information or guidance contained in previous versions of the SCAA when applying under this SCAA.

D. PROGRAM MANAGEMENT

The DLA Director of Small Business Programs is responsible for the management of the PTA program including the issuance of this SCAA, evaluating applications received and the awarding of cooperative agreements.

E. PURPOSE AND OBJECTIVES

The PTAP provides eligible entities with DoD assistance so that they in turn may provide specialized and professional technical assistance to individuals and businesses that are seeking to pursue and successfully perform under contracting and subcontracting opportunities with DoD, other federal agencies, and/or state and local governments. This specialized and professional assistance may consist of, but is not limited to outreach and counseling type services as described in Section III of this SCAA. Participants in this program are expected to make a concerted effort to seek out and assist Small Businesses, Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business Concerns, Service-disabled Veteran-owned Small Businesses, and Historically Black Colleges and Minority Institutions (HBCU/MIs).

F. ELIGIBILITY

1. Applicants must qualify as an “eligible entity” as defined under Section II, paragraph 18 of this SCAA.
2. Entities listed in the General Services Administration’s (GSA) “Lists of Parties Excluded from Federal Procurement or Non-procurement Programs” are not eligible for an award. An entity that employs any person listed in the GSA’s “Lists of Parties Excluded from Federal Procurement or Non-procurement Programs” is not eligible for an award.
3. Only entities proposing programs that do not exceed the following funding limitations are eligible:
 - a. For a program planning to provide services in a non-distressed area, DoD’s cost sharing shall not exceed 50 percent of net program cost (NPC). In addition to the percentage requirements, the value of assistance furnished by DoD cannot exceed \$300,000 for a regional program or \$600,000 for a statewide program.
 - b. For a program planning to provide services in a distressed area, DoD’s cost sharing shall not exceed 75 percent of NPC. In addition to the percentage requirements, the value of assistance furnished by DoD cannot exceed \$300,000 for a regional program or \$600,000 for a statewide program.

- c. For a program that plans to service both non-distressed and distressed areas, the percentage requirements will be allocated in accordance with a. and b. above. The value of assistance furnished by DoD (total of both non-distressed and distressed area costs) cannot exceed \$300,000 for a regional program, or \$600,000 for a statewide program.
4. Applications will not be accepted from applicants that apply as equal partners or equal joint ventures. Only one organization can take the lead and have primary responsibility for the proposed program.
5. Only one application will be accepted from a single eligible entity. An entity that submits more than one application, or is listed as a sub-agreement applicant in another eligible entity's application will not be considered for an award.

G. APPLICATIONS.

1. All eligible entities are invited to submit applications for participation in the DoD PTAP in accordance with Section IV of this SCAA.
2. Applications submitted in response to this SCAA must propose an initial performance period of 12-months.

H. AWARDS.

1. Cooperative Agreement Awards will be made in accordance with Section V of this SCAA.
2. The award of a cooperative agreement under this program shall not, in any way, obligate DoD to enter into a contract or give preference for the award of a contract to an individual or business concern which is or becomes a client of a cooperative agreement award recipient.
3. If selected for an award, the applicant shall perform the services described in its application and amendments thereto that shall be incorporated into the cooperative agreement award document by the Grants Officer (GO). In addition, the clauses set forth in Section IX shall be incorporated as part of the award.

I. FUNDING PRIORITY.

Pursuant to 10 U.S.C. Chapter 142, Sec. 2413(d), funding priority will be given to applicants that are existing programs (see Section II, definition 19) and have a successful performance record. This priority will be reflected in the greater significance given to the past performance evaluation factor that will be applied to these existing programs under Section VI.

J. AWARD PERIOD.

Applicants selected for award will be awarded a cooperative agreement for a base year award period of 12 months. The government intends to award the initial base year awards

during the fourth quarter of FY 2008, however, those applicants selected for award that have also been awarded other PTAP funding in FY 2008, shall receive an award in FY 2009. All award recipients will be eligible to have their award agreements extended for **two (2)** additional option periods (see Section VIII of this SCAA). However, the award of all options shall be contingent upon the continuance of enabling legislation, availability of funds and a demonstrated acceptable level of performance by the recipient.

K. AMENDMENT OF AGREEMENT.

The only method by which agreements can be amended is by a formal written modification signed by the GO or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, are valid methods of amending the agreement.

L. DISPUTES AND CLAIMS.

Disagreements regarding matters of fact between the recipient and the GO/AGO which arise during the performance of the agreement shall be resolved by negotiation to the maximum extent practicable (see Section VII paragraph F.) Failure of the parties to agree will be resolved pursuant to the provisions of 32 CFR 22.815.

M. APPEAL AUTHORITY.

The DLA General Counsel is the final administrative appeal authority for this program.

SECTION II DEFINITIONS

The following definitions, in addition to those contained in the DoDGARs and OMB circulars apply for the purpose of this SCAA:

1. **Active Client.** A client that has received Procurement Technical Assistance within the last 12 months.
2. **Administrative Grants Officer.** A person with the authority to administer grants or cooperative agreements consistent with the authority delegated by the Grants Officer.
3. **Availability of funds.** For the purpose of this SCAA, the terms "availability of funds" , "funds are available" and "available funds" all refer to the total amount of DoD funds available or to be made available for the PTAP for the base year awards. Subsequent to the base year, this term will apply to the amount of DoD funds available or to be made available for an option period.
4. **Bid Matching.** A type of procurement technical assistance provided by matching profiles such as words, stock numbers, federal supply classes, item names, CAGE codes, either collectively or separately for the purpose of determining if a solicitation (bid) offered by the Government is of interest to a client or business.
5. **Cash Contributions.** Recipient's cash outlay, including the applicant's share of program income from existing or previous programs accrued prior to the date of SCAA application submission. This does **not** include anticipated program income. Cash contributions also includes money contributed to the recipient by third parties.
6. **Central Contractor Registration (CCR) database.** The primary registrant database for the U.S. Federal Government. CCR collects, validates, stores and disseminates data in support of agency acquisition missions. CCR can be accessed at <http://www.ccr.gov>
7. **Civil Jurisdiction.** All cities with a population of at least 25,000 and all counties. Townships of 25,000 or more population are also considered as civil jurisdictions in the states of Michigan, New Jersey, New York, and Pennsylvania. In Connecticut, Massachusetts, Puerto Rico, and Rhode Island, where counties have very little or no government functions, the classifications are done for individual towns.
8. **Client.** An individual or a business that is seeking or may potentially seek to market its products and/or services as a prime contractor or subcontractor to DoD, other federal agencies, and state or local governments that has received Procurement Technical Assistance from a Procurement Technical Assistance Center (PTAC). An individual or business may be classified as a client as the result of an initial counseling session.
9. **Commercial and Government Entity (CAGE) code.** The CAGE Code is a five position code that identifies contractors doing business with the Federal Government, NATO member nations, and other foreign governments. The CAGE Code is used to support a variety of mechanized systems throughout the government and provides for a standardized method of identifying a given facility at a specific location. The code may be used for a Facility Clearance, a Pre-award survey, automated Bidders Lists, identification of Debarred Bidders, etc. The Defense

Logistics Information Service (DLIS) has sole responsibility for assigning and maintaining the CAGE Code Master File.

10. **Consultant Services.** Marketing and technical assistance obtained from private nonprofit and/or profit-making individuals, or business entities to augment the capabilities of the PTAC. Consultant Services are those services obtained from a third party (except those being donated or otherwise provided to the PTAC at no costs) to perform activities that are central to the purposes of the cooperative agreement and directly benefit the PTAC clients. These services are subject to a 10 percent limit as stated in Section III, Paragraph A.
11. **Cooperative Agreement Award Recipient.** An organization receiving financial assistance directly from DLA to carry out a PTA program. Awards will only be made to eligible entities recognized under the laws in the state in which the entity is organized.
12. **Counseling Session.** A documented event, including, but not limited to, a telephone call, correspondence, e-mail, or personal discussion held with a business firm/client, where professional guidance is provided to advise and assist the business firm/client in marketing its products and/or services to DoD, other federal agencies, and state and local governments. This includes, but is not limited to, providing advice and assistance such as:
 - a. Assisting business firms/clients by providing marketing and technical assistance in selling their products and/or services to DoD, other federal agencies, and state and local governments;
 - b. Assisting with understanding specifications;
 - c. Assisting in the preparation and proper submission of applications, certifications, registrations, etc. in order to do business with government entities;
 - d. Assisting in the preparation of offers;
 - e. Providing post award assistance in areas such as production, quality system requirements, finance, engineering, transportation and packaging; and
 - f. Providing information to business firms/clients on the DoD Mentor-Protégé Pilot Program, Electronic Commerce (EC), WAWF, HUBZone Empowerment Contracting Program, and subcontracting opportunities with contractors holding government prime contracts, and commercial item acquisitions.The distribution of publications, specifications, technical information and bid matches is not a counseling session. However, if such actions result in an award to an active client that award may be counted on the DLA 1806 “Procurement Technical Assistance Cooperative Agreement Report” submission. Simply referring business firms/clients to another source for advice or assistance and performing no other service for the client/business is not a counseling session nor can any resulting award be counted on the DLA 1806 submission.
13. **County Equivalent.** The term “parish” for the state of Louisiana and “borough” for the state of Alaska and the City of New York. For those states where cities are independent of counties (e.g., Virginia), such cities meet this definition. In addition, a “reservation” as defined at paragraph 23 of this Section, is a county equivalent for the purposes of this SCAA.

14. **Data Universal Number System (DUNS) number.** The 9-digit number assigned by the Dun and Bradstreet Information Services to identify unique business entities.
15. **Data Universal Numbering System+4 (DUNS+4) number.** The DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
16. **Distressed Area.** A Civil jurisdiction to be serviced by an eligible entity within an area that:
 - a. has a per capita income of 80 percent or less of that state's average; **or**
 - b. has an unemployment rate that is one percent greater than the national average for the most recent 24-month period for which statistics are available.In addition, a reservation, as defined in section 3(d) of the Indian Financing Act of 1974 (P.L. 93-262; 25 U.S.C. 1452(d)) is a distressed area for the purposes of this SCAA.
17. **Duplicate Coverage.** A situation caused when two or more applicants propose to provide PTA services to clients located within the same county or equivalent.
18. **Eligible Entities.** Organizations qualifying to submit an application under this SCAA, including:
 - a. **State government.** Any of the several states of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a state exclusive of local governments. The term does not include any public and Indian housing agency under United States Housing Act of 1937.
 - b. **Local government.** A county, municipality, city, town, township, local public authority (including any public and Indian housing agency under the United States Housing Act of 1937), school district, special district, intrastate district, council of governments (whether or not incorporated as a nonprofit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government.
 - c. **Private nonprofit organizations.** A business entity which is exempt from federal income taxation under Section 501 of the Internal Revenue Code, and no part of its earnings inure to the benefit of any private shareholder or individual, and no substantial part of its activities is carrying on propaganda or otherwise attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office.
 - d. **Indian Economic Enterprise.** Any Indian-owned (as defined by the Secretary of the Interior) commercial, industrial, or business activity established or organized, whether or not such economic enterprise is organized for profit or nonprofit purposes: *Provided*, that such Indian ownership shall constitute not less than 51 per centum of the enterprise.
 - e. **Indian Tribal Organization.** The recognized governing body of any Indian tribe; any legally established organization of Indians which is controlled, sanctioned, or chartered by such governing body, or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all

phases of its activities: *Provided*, that in any case where a cooperative agreement is made to an organization to perform services benefiting more than one Indian tribe, the approval of each such Indian tribe shall be a prerequisite to the letting or making of such cooperative agreement.

19. **Existing Program.** An eligible entity that was funded by DoD (through DLA) as of 31 January 2008 to furnish procurement technical assistance under the authority of 10 U.S.C. Chapter 142 (sections 2411-2419). For an option period (See Section VIII), all PTAPs receiving a notice of the Government's intent to exercise the option will be considered to be an existing program. Two or more existing programs that subsequently combine or merge their organizations into a single eligible entity will also be considered to be an existing program even if the resulting eligible entity so formed is a new organization and/or corporation. Sub-recipients or sub-elements/organizations of existing programs that separate from an existing program and apply separately under this SCAA will not be considered an existing program.
20. **FAR.** The Federal Acquisition Regulation. The FAR is issued as Chapter 1 of Title 48, CFR.
21. **Follow-up Counseling Session.** A counseling session held with a client, subsequent to the initial counseling session.
22. **HUBZone Small Business concern.** A business concern that meets the definition of HUBZone small business concern in FAR 2.101.
23. **Initial Counseling Session.** The first counseling session held by a PTAC with an individual or business firm. The initial counseling session may determine that the individual or business firm has no likely potential to do business with a federal agency and/or state and local government.
24. **In-kind contribution.** The value of a non-cash contribution made by an eligible entity. In-kind contributions may be in the form of real property, equipment, supplies (and other expendable property), facilities and services. In-kind contributions must be valued at fair market price and be shown to directly benefit and be specifically identifiable to the PTAP. Unrecovered indirect costs may be applied as an in-kind contribution, but only to the extent they are not elsewhere reimbursed by the government.
25. **Net Program Cost.** The total program cost from all authorized sources less any federal funds, not authorized to be shared.
26. **New program applicant.** An applicant that does not meet the definition of existing program.
27. **Nonprofit agency employing the blind or severely disabled.** A qualified nonprofit agency for the blind or the severely disabled (as defined in 41 CFR Part 51) which produces a commodity for, or provides a service to, the government under the AbilityOne Program. For this program, such agencies shall be considered small business concerns.
28. **Probationary award.** An award made to a recipient that has been placed on probationary status.
29. **Probationary status.** The condition where a PTAC's performance has been determined to be less than satisfactory, and its award will be subject to a higher level of surveillance while the PTAC takes action to correct those factors that have caused it to be found performing at a less than satisfactory level. PTACs will be

notified in writing of the decision to place it on probationary status which will set forth the reason(s) the Government has placed it on probationary status. Once so notified, the PTAC is required to provide a Plan of Action and Milestones (POA&M) to correct its performance deficiencies. The POA&M must be submitted in a timely manner and approved by the AGO and Grants Officer. The POA&M will clearly set forth a plan to address and correct deficiencies noted. A failure to submit a POA&M in a timely manner or to comply with its terms once approved by the Government may result in termination of the PTAC's award or a determination that subsequent option period(s) will not be exercised. If performance improves in accordance with the POA&M, probationary status may be removed. Failure to make progress during probationary status will have a significant impact on the PTAC's Past Performance Evaluation Factor for any subsequent award evaluations.

30. **Procurement technical assistance (PTA).** Any assistance of a specialized or professional nature provided to a business firm/client to enable it to identify potential contractual opportunities with DoD, other federal agencies, and state and/or local governments, or to obtain or perform under contracts with these entities. This specialized assistance may consist of, but is not limited to, locating potential marketing opportunities for PTACs' businesses/clients' products and/or services, educating and/or familiarizing firms and clients in the area of electronic commerce, assisting in the preparation of registrations, proposals and financial and contractual forms, and providing guidance in relation to quality assurance, production, and/or assistance in the resolution of engineering, financial, quality or production problems.
31. **Procurement Technical Assistance Center (PTAC).** A cooperative agreement award recipient whose award was made pursuant to this SCAA.
32. **Recipient.** An eligible entity that receives a cooperative agreement award as a result of submitting an application under this SCAA.
33. **Regional Program.** A PTA program that provides less than statewide coverage.
34. **Registered in the CCR database.** This means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database, the DUNS number and the CAGE code have been validated, and all edits have been successfully completed.
35. **Reservation.** Includes Indian reservations, public domain Indian allotments, former Indian reservations in Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act.
36. **Service.** When used as a verb in this SCAA, it means to provide procurement technical assistance to clients or potential clients.
37. **Service area.** The geographical area (measured at the county or equivalent level) where clients or potential clients reside or regularly do business for whom the applicant proposes to provide procurement technical assistance.
38. **Service-disabled veteran-owned Small Business (SDVOSB).** A business concern that meets the definition of Service-disabled veteran-owned small business in FAR 2.101.
39. **Small business.** A business concern that meets the definition of a small business in FAR 19.001.

40. **Small disadvantaged business.** A business concern that meets the definition of small disadvantaged business in FAR 2.101.
41. **Solicitation for Cooperative Agreement Applications.** A document issued by DLA containing terms, conditions, evaluation factors and other provisions, applicable to all applicants that apply for a PTA cooperative agreement.
42. **Statewide coverage.** A PTA program that proposes to service at least 50 percent of a state's counties or equivalent coverage (i.e., parishes, boroughs) and 75 percent of a state's labor force.
43. **Statewide program.** A PTA program that provides statewide coverage. There can be only one statewide program per state. In the event more than one applicant applies as a statewide program, the procedure is Section V, paragraph D will be followed. For the purpose of the funding limitations appearing in Section I, paragraph F. 3. , PTA programs providing services to all the reservations within one of the twelve Bureau of Indian Affairs (BIA) Area Offices (which are Aberdeen, Albuquerque, Anadarko, Billings, Eastern, Juneau, Minneapolis, Muskogee, Navajo, Phoenix, Portland and Sacramento) and at least 50 per cent of the reservations of another BIA Area Office will be considered a statewide program.
44. **Veteran-owned small business.** A business concern that meets the definition of Veteran-owned small business in FAR 2.101.
45. **Wide area workflow.** A paperless contracting application to eliminate paper from the receipt/acceptance and invoice/payments process of the contracting lifecycle.
46. **Woman-owned small business.** A business concern that meets the definition of woman-owned small business concern in FAR 2.101.

SECTION III PROGRAM REQUIREMENTS

This section describes what an applicant must propose to have in place and what functions it will perform in order to be awarded a cooperative agreement as a result of this SCAA.

A. RESOURCES.

Applicants shall have the resources necessary to implement the proposed program. As a minimum, these resources shall consist of:

1. **Personnel.** The applicant shall employ personnel consisting of individuals who are qualified to counsel and advise business firms/clients on how to seek, obtain and perform on prime contracts and subcontracts. These employees must remain current in their knowledge of government contracting laws, regulations, policies and procedures. Appropriate professional development and training programs should be in place to address this requirement. The number of personnel and their qualifications must relate to the types and level of services being offered by the applicant. Applicants may supplement their personnel with consultant services (as defined in Section II, paragraph 10.), however, the cost of such consultant services is limited to 10% of total program cost.

Each applicant must demonstrate the adequacy of the knowledge and experience of its staff to provide counseling and PTA to business firms that market or desire to market their products and services to federal, state and local governments. The number of years of staff procurement experience (including government and industry experience), procurement related training, and the relevance and currency of education, training and experience will be evaluated. The applicant must relate the technical qualifications of its staff to the counseling to be provided to clients.

Each applicant shall have a Program Manager, employed on a full-time basis (i.e. must devote 100% of his/her time as Program Manager), who has significant knowledge and understanding of government contracting policies and procedures gained from direct experience and/or formal training. The Program Manager's salary and fringe benefits must be charged to and paid from the PTAP funds. The Program Manager is considered to be a key personnel and must have appropriate management qualifications and a thorough understanding of the requirements of this SCAA. Any change in Program Manager or duties must be approved in advance by the AGO.

Each applicant must require its personnel who deal directly with clients to adhere to a code of generally accepted standards of professional conduct established by the applicant or its host organization. PTAC employees are expected to be committed to conducting their professional activities in accordance with the highest standards of ethics and integrity and to avoid any real or perceived conflicts of interest. Qualification standards for all positions (filled and vacant) and resumes for filled positions for the applicant and the applicant's sub agreement(s) must be on file at the PTAC and available for review by the GO/AGO upon request.

2. **Funds.** The applicant must propose a budget (that is within the DoD cost sharing limits set forth in of Section I, paragraph F.3.) that adequately demonstrates that it will support the PTA program that the applicant proposes. The applicant must then clearly show a source of funds (both cash and in-kind) for this budget. **Anticipated or projected program income may not be used for this purpose.** The applicant must certify and maintain records to verify that its cost-matching share is available for expenditure. The cost-matching share must include the applicant's share of cash and in-kind contributions from all sources. **The amount of third party in-kind contributions is limited to 25% of the total program cost.**
3. **Facilities.** The applicant and its proposed sub recipients shall have a facility(s) for providing counseling sessions for clients that is readily identifiable and easily accessible to the public. Recipients shall operate their PTACs during the normal business hours of their state or local government or PTAC's parent organization throughout the effective period of the cooperative agreement.

B. SERVICE AREA.

1. Applicants must propose to service, at a minimum, an entire county or equivalent (i.e., parish, borough, etc.). In addition, if an applicant proposes to service any portion of a county or equivalent, the applicant must service the entire county or equivalent. However, an applicant may propose to service an entire county, parish, borough, etc. that contains a portion of a reservation but need not service that entire reservation; rather it may only service that portion of the reservation within that county, parish, borough, etc.. Likewise, an applicant may propose to service an entire reservation that may extend among several counties, parishes, boroughs, etc. but the applicant need not service entirely those counties, parishes, borough, etc. in which the reservation lies. Applicants are cautioned that there is a 25% limit to the degree that they may duplicate the service area that another applicant(s) proposes to service. See Section V, paragraph D.
2. An Indian Tribal Organization proposing to provide service to an Indian Tribe or Indian Reservation must first obtain the approval of the Indian Tribe.
3. Each cooperative agreement recipient's area of performance will be limited to the county(ies) or equivalent specified in its cooperative agreement award. Recipients may voluntarily service clients outside their area of performance provided they coordinate this service with the PTAP award recipient, if any, that is responsible for that client's area.

C. METHODS AND PROCEDURES.

The applicant shall have methods and procedures in place addressing the following:

1. Service Area. Prior to submitting an application, the applicant will perform an analysis of the area to be serviced. The analysis will include:

- a. the category of business firms (i.e., those categories delineated on the DLA form 1806);
 - b. the types of business firms (e.g., machine shops, construction companies, accounting firms, etc.);
 - c. total estimated number of clients the recipient plans to service during the performance period, broken down by the business categories delineated on the DLA form 1806;
 - d. the total number of active clients included in the recipient's data base;
 - e. any special efforts the PTAC will expend in generating employment within the service area.
1. Outreach Effort. The applicant will have an on going outreach procedure in place which will include:
 - a. how the business community will be made aware of the PTA Program;
 - b. the types of assistance to be offered to clients;
 - c. what is required of a business firm to become the PTAC's client;
 - d. the total number of procurement outreach conferences the recipient plans to sponsor;
 - e. the total number of procurement outreach conferences the recipient plans to participate in other than as a sponsor.
 2. Counseling Services. Applicants must provide clients with counseling and information regarding marketing their products and services to DoD, other federal agencies, and state and local governments. Applicants must assist, as appropriate, their clients with understanding federal, state and local government requirements applicable to contracting for services, manufacturing, construction or other markets. The applicant services will include, but are not limited to:
 - a. Identifying marketing opportunities for clients consistent with the client's products and services.
 - b. Advising and assisting clients in the preparation and proper submission of applications, certifications, registrations, etc. in order for them to do business with government entities.
 - c. Advising and assisting clients with the preparation and submission of bids and proposals.
 - d. Advising and assisting clients concerning post award functions. As a minimum, the assistance should include:
 - (1) Production
 - (2) Quality Systems
 - (3) Accounting system requirements, and contract payments
 - (4) Transportation
 - (5) Packaging
 - (6) Subcontracting
 - (7) Property
 - (8) Wide area workflow
 - e. Educate clients in the following areas:
 - (1) Federal, state and local Government contracting laws, policies and procedures. Emphasis should be placed on requirements and procedures

used by DOD and other Federal agencies in the acquisition of commercial products and services .

- (2) DoD Mentor-Protege Pilot Program.
 - (3) Electronic Business (eBusiness). Recipients must provide clients with information and assistance pertaining to the application of eBusiness tools and technologies as they relate to conducting business with the Federal Government. This includes the routine exchange of procurement information (e.g. solicitations, offers, contracts, purchase orders, invoices, payments, and other contractual documents) exchanged via information and computer technologies between the private sector and the Federal Government.
 - f. Advise and assist clients in pursuing and securing subcontracting opportunities from prime contractors that have subcontracting plan obligations pursuant to FAR clause 52.219-9 or similar clauses.
 - g. Provide any other training that may directly assist clients in obtaining or performing on government contracts and subcontracts.
3. Maintain regulations and publications, either printed or on electronic media, (or identify sources for obtaining) that govern Federal, state and local government procurement, as applicable. Assist clients in understanding and using these regulations and publications.

D. REPORT DOCUMENTATION AND RECORDS.

1. The PTAC shall collect and maintain current, complete and accurate information from its clients in order to complete and submit the on-line DLA Form 1806 “Procurement Technical Assistance Cooperative Agreement Performance Report” (see paragraph E, below). The PTAC shall:
 - a. Have available the number and dollar value of prime and subcontract awards received by its active clients. Segregate data by origin of award (DoD, other Federal agency, state and local government) and category of business (small and other than small) and socioeconomic status of the business receiving the award (SDB, SDVOSB, WOSB, etc.).
 - b. Have a procedure of validating the number and dollar value for prime and subcontract awards received by its active clients. A signed statement from the client confirming that the reported prime/subcontract awards were obtained as a result of the assistance provided the PTAC is adequate for satisfying this requirement.
2. Statewide programs shall have on file at least 5 (3 for all other programs) success stories attesting to the PTA provided to their clients during the base and each option year of the award agreement. The PTAC shall make copies of success stories available to the GO and/or AGO or designated representatives upon request. A success story is one that demonstrates a direct effort of the PTAC that generated employment and/or helped to improve the economy of a locality by assisting a client(s) in obtaining or performing under a federal, state, or local government contract(s). The PTAC shall provide the following for each success story:
 - a. Client name

- b. Client address
 - c. Client point of contact, telephone and facsimile number
 - d. Contracting agency point of contact, telephone and facsimile number, contract number and dollar value of award, if applicable.
 - e. Narrative description of the issue(s)
 - f. Narrative describing the PTAC's contribution to the success story and the tangible results to include jobs generated and/or retained.
 - g. Each success story must have a clear means to verify (such as a letter or e-mail message from the applicant's client stating that the story is true) that the success resulted from substantial effort on behalf of the client by the PTAC.
3. Active clients serviced by the award recipient shall be surveyed annually, at a minimum, to document client satisfaction with the assistance provided by the PTAC. The client shall be requested to assess the performance of the PTAC and its personnel in terms of:
- a. Timeliness and responsiveness to general and specific client needs;
 - b. Training offered and received, as appropriate; and
 - c. Relevant advice and assistance to the client.

Active clients surveyed shall be instructed to rate the PTAC as satisfactory or unsatisfactory. The PTAC's files will reflect, in sufficient detail, the PTAC's efforts to overcome areas of client dissatisfaction. The above information, in either paper or electronic form, will be compiled, documented and maintained and shall be made available to the GO/AGO or designated representative for review upon request.

E. REPORT SUBMISSION

Recipients must complete and submit the Procurement Technical Assistance (PTA) Cooperative Agreement Performance Data Report, DLA Form 1806 on a quarterly basis by logging on to a specific internet web address and utilizing a log-in and password that will be furnished to the recipient by the Grants Officer. Printed copies of the DLA Form 1806 will not be produced or submitted unless an exception is authorized by the Grants Officer. The first, second and third quarter reports must be submitted within 15 calendar days after completion of the performance period. Budgetary information appearing in lines 6(a) thru 6(h) for the first three quarter reports shall reflect the most recent data available at time of report submission. The timeliness of submission of the quarterly reports will be monitored. The fourth quarter report, which shall also be considered to be a consolidated final report, must be prepared and submitted not later than 90 calendar days after the expiration date of the PTA Cooperative Agreement's performance period. The budgetary information appearing in lines 6(a) thru 6(h) for the fourth quarter report must reflect final and accurate values for the aggregate of the program's performance period. The recipient's records must provide an audit trail that will substantiate all data reported and be made available to the AGO or GO upon request.

Recipients should take careful note that an accomplishment of less than 80% of any performance goal will be considered a possible failure to comply with a requirement of the

award agreement and will require written documentation be submitted to the GO justifying why goal accomplishment was not met.

F. DETAILED REPORT PREPARATION INSTRUCTIONS. The explanations provided below, pertaining to collecting and submitting report data, are keyed to the numbers assigned to each information element contained in DLA Form 1806.

1. The legal name of the entity that received the cooperative agreement.
2. Enter the date the report is prepared.
3. "X" the appropriate box for the period being covered by the report.
4. Enter the dates covered by the report.

5. COOPERATIVE AGREEMENT INFORMATION

- a. The Cooperative Agreement Reference Number from the cooperative agreement award document.
- b. The effective period specified by the cooperative agreement award document or as changed by any modifications issued thereto.

6. BUDGET DATA

- a. Total program cost, as stated in the award document, or as changed by any modifications issued thereto.
- b. Enter the cumulative amount of all funds expended as of the ending date of the reporting period (*item 4 above*).
- c. The total DoD funds obligated, as stated in the award document, or as changed by any modifications issued thereto.
- d. Enter the cumulative amount of DoD funds expended as of the ending date of the reporting period.
- e. Enter the amount of any program income carried over from a previous budget year.
- f. Enter the cumulative amount of any program income earned as of the ending date of the reporting period.
- g. Enter the cumulative amount of any program spent as of the ending date of the reporting period.
- h. Current balance of program income account.

CLIENT AND COUNSELING DATA ELEMENTS

- (7) **ACTIVE CLIENT BASE.** Enter the number of active clients being serviced at the completion of the reporting period.
- (8) **NUMBER OF OUTREACH EVENTS YOU SPONSORED** – self-explanatory
- (9) **NUMBER OF OUTREACH EVENTS YOU SUPPORTED OR PARTICIPATED IN BUT DID NOT SPONSOR.** NOTE: Mere attendance at an outreach event without active participation, such as being a speaker or providing formal counseling, should not be reported.
- (10) **TOTAL ATTENDEES AT OUTREACH EVENTS LISTED IN (8) & (9) ABOVE** – self-explanatory
- (11) **INITIAL COUNSELING SESSIONS-** The number of initial counseling sessions held with all categories of Small Businesses including Small

Disadvantaged Businesses (SDBs), Women-Owned Small Business Concerns (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Business Concerns and Service-disabled Veteran-owned Small Business Concerns (SDVOSB).

- (a) The number of the initial counseling sessions held with SDBs.
- (b) The number of the initial counseling sessions held with WOSBs.
- (c) The number of initial counseling sessions held with HUBZones
- (d) The number of initial counseling sessions held with (SDVOSB).

Note: A Small Business Concern may also qualify as one or more category of small business listed in 11(a) through 11(d) above. Such businesses should be counted in each category for which it qualifies. For example, a small business concern could also be a women-owned small business and a service-disabled veteran-owned small business concern. Consequently, if you counseled that firm, the counseling session would be credited at items 11, 11(b) and 11(d).

- (12) The number of initial counseling sessions that were held with other than small business clients.
- (13) The number of initial counseling sessions that were held with any client that is located in a distressed area.
- (14) THRU (16) **FOLLOW-UP COUNSELING SESSIONS** (follow the same instructions listed in (11), above)

CONTRACT AND SUBCONTRACT AWARDS RECEIVED BY CLIENTS

- (17) **NUMBER OF PRIME CONTRACT AWARDS RECEIVED BY CLIENT(S)**
– list the number of prime contracts received by clients in the appropriate category(s) that the client was successful in obtaining as a result of assistance rendered by your organization.

Note: A Small Business Concern may also qualify as one or more category of small business listed in 17(b) through 17(e). Such businesses should be counted in each category for which it qualifies. For example, a small business concern could also be a women-owned small business and a service-disabled veteran-owned small business concern. Consequently, if you assisted that firm in obtaining contract awards, the number of such awards would be credited at items 17(a), 17(c) and 17(e).

- (18) **DOLLAR VALUE OF PRIME CONTRACT AWARDS RECEIVED BY CLIENT(S)** – list the dollar value of prime contracts received by clients in the appropriate category(s) that the client was successful in obtaining as a result of assistance rendered by your organization.

Note: A Small Business Concern may also qualify as one or more category of small business listed in 18(b) through 18(e). Such businesses should be counted in each category for which it qualifies. For example, a small business concern could also be a women-owned small business and a service-disabled veteran-owned small business concern. Consequently, if you assisted that firm in obtaining contract awards, the dollar value of such awards would be credited at items 18(a), 18(c) and 18(e).

(19) NUMBER OF SUBCONTRACT AWARDS RECEIVED BY CLIENTS - list the number of subcontract awards received by clients in the appropriate category(s) that the client was successful in obtaining as a result of assistance rendered by your organization.

Note: A Small Business Concern may also qualify as one or more category of small business listed in 19(b) through 19(e). Such businesses should be counted in each category for which it qualifies. For example, a small business concern could also be a women-owned small business and a service-disabled veteran-owned small business concern. Consequently, if you assisted that firm in obtaining subcontract awards, the number of such subcontract awards would be credited at items 19(a), 19(c) and 19(e).

(20) DOLLAR VALUE OF SUBCONTRACT AWARDS RECEIVED BY CLIENTS - list the dollar value of subcontract awards received by clients in the appropriate category(s) that the client was successful in obtaining as a result of assistance rendered by your organization.

Note: A Small Business Concern may also qualify as one or more category of small business listed in 20(b) through 20(e). Such businesses should be counted in each category for which it qualifies. For example, a small business concern could also be a women-owned small business and a service-disabled veteran-owned small business concern. Consequently, if you assisted that firm in obtaining subcontract awards, the dollar value of such subcontract awards would be credited at items 20(a), 20(c) and 20(e).

Section IV

SUBMISSION OF APPLICATIONS

This section describes what is required to submit a PTA application and how the application must be submitted. A submission of an application does not commit DoD nor DLA to make an award under this program. Neither DoD nor DLA shall be responsible for any monies expended or expenses incurred by an applicant prior to an award of a cost sharing cooperative agreement. However, actual travel expenses incurred by an award recipient to participate in a pre-application and/or training conference may be reimbursed under the applicable cooperative agreement award subject to the provisions of the applicable cost principles.

A. APPLICATION SUBMISSION.

To submit an application and to receive an award, eligible entities must be registered in the Central Contractor Registration (CCR) and have a Commercial and Government Entity (CAGE) Code. Registration can be accomplished online at the <http://www.ccr.gov> website. Upon completion and acceptance of the registration information, the CCR system will provide a CAGE Code.

All applicants must submit a SF 424 “Application for Federal Assistance” through the <http://www.grants.gov> website. In addition, supplemental information necessary to complete the application must be submitted through the following DLA website:

<https://www.dla.mil/db/scaa2008/apply>

A login and password is necessary to access the above website. These may be obtained from the Grants Officer by mailing, faxing, or otherwise delivering to the address below, a written request for a login and password along with sufficient documentation to establish your organization’s eligibility to submit an application. Logins and passwords will not be furnished to persons or organizations that do not qualify as an eligible entity. See Section I, paragraph F and Section II, paragraph 18 of this SCAA. The address for the Grants Officer is:

Headquarters, Defense Logistics Agency
8725 John J. Kingman Road
Suite 1127
Ft. Belvoir, VA 22060
Fax: (703) 767-1670

B. CERTIFICATIONS.

1. By submitting the SF 424, the applicant certifies that it is complying with the requirements of:

- a. Title VI of the Civil Rights Act of 1964, as implemented by 32 CFR 195, concerning nondiscrimination in activities under the agreement based on race, color, or national origin; and
 - b. Section 504 of the Rehabilitation Act of 1973, as implemented by 32 CFR 56, concerning access for people with disabilities in recipient programs and activities, including but not limited to those under the agreement.
 - c. 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.
2. By submitting the SF 424, the applicant certifies to the best of his or her 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 (2)(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.

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall attach an explanation to this application.

3. By submitting the SF 424, the applicant certifies it will 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 cooperative agreement recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the cooperative agreement recipient'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 to be engaged in the performance of the cooperative agreement 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 cooperative agreement, the employee will –
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the agency within ten days after receiving notice under subparagraph d(2) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph d(2), with respect to any employee who is so convicted –
 - (1) taking appropriate personnel action against such an employee, up to and including termination; 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.
4. By submitting the SF 424, the applicant certifies to the best of his or her knowledge and belief, that (This certification is a material representation of fact upon which reliance will be placed when this transaction is 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure):
- a. 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 any 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.
 - b. 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.
 - c. 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.

5. All applicants proposing that DoD's cost sharing exceed 50 percent of NPC (see Section I, paragraph 3 for funding limitations), must certify that the proposed qualifying area to be serviced meets the definition of Section II, paragraph 16.

C. TIMELY APPLICATION.

Only timely applications will be considered for award. The documents listed in paragraph D, below must be submitted by the close of business (date to be specified).

D. DOCUMENTS TO BE SUBMITTED.

For an application to be considered complete, the following documents must be submitted in a timely manner:

All dollar amounts are to be expressed in whole dollars only

To be submitted on-line at [Grants.gov](https://www.grants.gov) website:

1. The SF 424 "Application for Federal Assistance"

To be submitted on-line at <https://www.dla.mil/db/scaa2008/apply> website :

2. The Sources of program funding. This on-line submission must clearly identify all sources of funding and specify whether this funding is "cash" or "in-kind".
3. The "Budget Information" with supporting narrative. This on-line submission must specifically identify all of the estimated costs associated with the program. If the requested amount of the DoD funding share exceeds 50% of NPC (as provided in Section I, paragraphs F. 3.b. or 3.c.), then the distressed area(s) to be serviced must be clearly identified in item 9., below. **Your budget submission cannot anticipate "Program Income" as part of your initial total program cost.**
4. The listing of PTAC's Personnel positions, including personnel positions of sub recipients. The personnel should be listed and grouped by their principal duty station. **Note: Do not list the actual names of personnel encumbering the positions; only list the position title. The purpose of this submission is for budgetary tracking of personnel expenses.**
5. The "Proposed Performance Goals Submission" worksheet with quarterly program goals entered in blocks 7 through 16. These goals will subsequently be incorporated into the DLA Form 1806 "Procurement Technical Assistance Center Cooperative Agreement Performance Report" that will be submitted on-line on a quarterly basis beginning 90 days after award.
6. A contingent fee representation and a certification of non-delinquency for Federal assistance. These shall be considered material representations of fact upon which reliance shall be placed in evaluating the application and making award.

The following documents must be mailed or otherwise delivered to the Grants Officer, 8725 John J. Kingman Road, Attn: DB Room 1127, Ft. Belvoir, VA 22060:

7. A certification of cost matching funds availability.

8. A current copy of your negotiated indirect rate memorandum from the cognizant Federal Agency if you are requesting funding for indirect costs.
9. The “Proposed Service Area” listing including, if applicable, an identification of distressed areas to be serviced. A “Civil Jurisdiction” as defined in Section II, paragraph 7., qualifies for distressed area funding.
10. Documentation verifying that the proposed area to be serviced meets the definition of Section II, paragraph 16 if the applicant proposes that DoD’s cost sharing exceed 50 percent of NPC (see Section I, paragraph 3 for funding limitations).
11. A narrative submission setting forth how the applicant intends to comply with the requirements of Section III of this SCAA. Such a narrative submission shall be limited to no more than eight (8) pages with a font no smaller than 12 point type size.
12. A narrative submission of the information required by Section VI. Any of this information that the applicant furnished in response to paragraph 11, above, need not be restated again. Such a narrative submission also shall be limited to no more than eight (8) pages with a font no smaller than 12 point type size.
13. A listing of PTAC’s Personnel positions, including personnel positions of sub recipients. The personnel should be listed and grouped by their principal duty station. Note: Unlike item 4 above, **do list** the actual names of personnel encumbering the positions.
14. Documentation that verifies the applicant as being an eligibility entity as defined at Section II, paragraph 18.

Note: Only one copy of each document specified above needs to be submitted. Do not place the documents in binders. Documents that consist of multiple pages should only be secured together with a single staple. Do not submit newspaper clippings, brochures, letters of recommendation, etc. or other superfluous documents as they will be discarded and not be considered in the evaluation process.

Section V

AWARD PROCEDURES

All applications submitted in response to this SCAA will be reviewed and processed in accordance with the following procedures. The government contemplates that multiple awards will be made as a result of the applications received in response to this SCAA.

A. ACCEPTABLE APPLICATION DETERMINATION.

The GO will evaluate each application received to assure the applicant:

1. is able to demonstrate that it can satisfy all the requirements stated in Section III.
2. does not propose subcontracting costs of more than 10% of total program costs for consultant services.
3. certifies the availability of its cost matching share.
4. does not propose more than 25% of its total program costs to be in the form of third party in-kind contributions.
5. has submitted only one application.
6. has submitted an application for an initial performance period of 12 months.
7. meets all the eligibility criteria listed in Section I., paragraph F.
8. has submitted the SF 424 through <http://www.grants.gov> and all other required documents
9. otherwise meets the requirements of the SCAA.

Applications that fail to meet all the above requirements may be removed from further consideration for an award by the GO, and the applicant will be promptly notified of the reason for removal. All applications, successful and unsuccessful, will be retained by the GO.

B. CLARIFICATIONS.

The GO will provide an applicant the opportunity to cure any deficiency resulting from informality or irregularities contained in the application or waive the deficiency, when it is deemed to be to the advantage of the government to do so.

C. COOPERATIVE AGREEMENT AWARD.

All applicants submitting acceptable applications based upon the criteria listed above will be evaluated in accordance with the Evaluation Plan set forth in Section VI. Awards will then be made only to those applicants found to be highly qualified to provide procurement technical assistance to their proposed service area.

The amount of funds being requested from DoD from all applicants found to be highly qualified shall be aggregated. If this amount exceeds the total amount of DoD funds available for expenditure for the PTAP, then a pro-rata percentage shall be computed by dividing the total DoD funds available by the total amount requested by the highly qualified applicants. This percentage shall then be applied to the total amount requested by each highly qualified applicant and the resulting amount will be made available to the applicant who will then be requested to revise its application and proposed budget accordingly. The percentage rate applied shall be equal for all highly qualified applicants.

D. DUPLICATE COVERAGE.

Applications whose proposals produce a duplicate coverage situation will be reviewed by the GO to determine if the extent of duplicate coverage is acceptable or unacceptable. A duplicate coverage situation generally shall be deemed **unacceptable** if any of the following occur:

1. An applicant proposes to provide PTA services to more than 25 percent of the total number of counties that another applicant is proposing to service.
2. Two or more applicants *cumulatively* propose to provide PTA service to more than 25 percent of the total number of counties that another individual applicant proposes to service.
3. Two or more applicants apply as statewide programs servicing the same state.

Applicants that propose to provide service primarily to reservations (at least 75% of their total program cost will be dedicated to providing service to reservations) will not be considered to duplicate applicants that do not propose to provide service primarily to reservations, notwithstanding the areas either propose to service.

When the GO determines that an unacceptable duplicate coverage situation exists, only applicants determined to be most meritorious among those proposing the duplicate coverage situation using the selection procedures listed in Section VI will be considered for award.

All cooperative agreement awards will be executed by the Grants Officer.

Section VI

EVALUATION PLAN

This section outlines the procedures the government will use to evaluate (see Section V., paragraphs D. and E.) acceptable applications to determine which are highly qualified for award consideration. The government contemplates that multiple awards will be made as a result of the applications received in response to this SCAA.

A. EVALUATION FACTORS.

Listed below are the factors that will be used to select those applicants that best meet the purpose and objectives of the PTA program. Applications will be evaluated for merit and compliance with the SCAA requirements. In order to provide full consideration of the applicant's qualification for an award, each applicant should ensure that the information furnished is current, accurate, and complete. The content should be presented in a manner that will allow evaluators to determine the applicant's understanding of the SCAA and the operating environment desired in PTACs. Failure to provide the information requested may adversely impact the assessment of the application's merits. The government reserves the right to verify information provided by the applicant for evaluation purposes and to request additional supporting information, if needed. **The evaluation factors (in order of importance) are:**

1. **Past performance & experience.** Existing programs currently being funded pursuant to Chapter 142, Title 10 U.S.C. with a successful past performance record will be given significant weight for this factor. For all other applicants, this factor, while still the most important factor, will not contribute as significantly to the merits of the overall application. Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. The government is seeking to determine whether the applicant has consistently demonstrated a commitment to client satisfaction and timely delivery of quality service.
 - a. The government will evaluate the quality of the applicant's past performance record of providing Procurement Technical Assistance services. Similar experience gained in other programs or employment will also be reviewed. An applicant with an exceptional record of past performance will receive a more favorable evaluation than another whose record of past performance is merely acceptable, even though both may have otherwise equally acceptable applications.

- b. When investigating an applicant's past performance, the government will consider the information in the application and information obtained from other sources, such as past and present clients, DLA field offices, other DoD offices and other government agencies.
 - c. When the government cannot determine an applicant to have any significant relevant past performance, a neutral rating will be given under this factor and additional weight will be given to factor 2.a. below.

- 2. **Resources.** The government will evaluate the applicant's available resources and how they will be used to provide acceptable PTA Program services. These resources should include:
 - a. Personnel to be comprised of individuals who are qualified to counsel and advise business firms/clients on how to seek, obtain and perform on prime contracts and subcontracts. Personnel qualifications should relate to the services being offered by the applicant. Each applicant must demonstrate the adequacy of the knowledge and experience of its staff to provide counseling and PTA to business firms that market or desire to market their products and services to federal, state and local governments. The number of years of staff procurement experience (including government and industry experience), procurement related training, and the relevance and timeliness of education, training and experience will be evaluated. The applicant must relate the technical qualifications of its staff to the counseling to be provided to clients. Such employees must spend at least 25 percent of his/her time working on the program to be included in the evaluation.
 - b. Facilities, equipment and supplies that directly contribute to providing acceptable PTA services such as internet access, professional subscriptions, possession of or access to databases necessary for client counseling, etc.

- 3. **Management.** Each applicant will be evaluated on its management approach to implement a PTA Program. The evaluation will include an assessment of the overall strength and soundness of the organization. Specific management areas to be reviewed will include, but not be limited to:
 - a. an understanding of the program requirements.
 - b. plans, policies and procedures for overall program management.
 - c. plans, policies and procedures for maintaining and improving staff proficiency.
 - d. procedures for identifying and resolving problems that impact the program .

- 4. **Costs.**

- a. The nature and types of in-kind matching funds will be evaluated to determine the degree that these in-kind funds will directly contribute to the success of the applicant's proposed program. The greater the degree that these contributions can be shown to directly benefit the successful operation of the proposed program, the more meritorious the application will be considered.
- b. Cost realism will be evaluated on the basis of the applicant's ability to deliver the scope of the work required for the costs proposed. Costs reflected in the application determined to be unrealistic, will be treated as an indication of the applicant's lack of understanding of the requirements of the program and/or the methods that must be utilized and their related cost in order to provide the PTA services proposed.

B. OTHER.

Should applicants become equal or nearly equal in terms of the factors shown above, other factors may be used as discriminating elements for determining the selection of applications among otherwise substantially equal applicants. These factors (in order of importance) are:

1. Demographic and geographic make-up, to include population and unemployment;
2. Methods employed to stimulate outreach efforts aimed at the small business categories delineated in DLA Form 1806;
3. Other strengths and weaknesses of note demonstrated in the application.

Section VII

POST AWARD ADMINISTRATION

This section sets forth the policies and procedures that will be followed in administering cooperative agreements. It also defines the allowability of certain cost, the procedure for recipients to request payment, requirements of the recipient to keep the GO apprised of its program status, and other post award topics.

A. GENERAL

1. Cooperative agreement awards are assigned to field administration activities in accordance with DoDGARs Section 22.710. Location of the Office of Naval Research (ONR) administrators can be found on the Internet at: <http://www.onr.navy.mil/02/024/offices.htm>. Locations for Defense Contract Management Agency (DCMA) offices can be found at <http://www.dcma.mil>.
2. Cooperative agreements may only be terminated by a Grants Officer (GO).
3. Revisions to the budget must be made in accordance with the applicable DoDGARs provisions.
4. The AGO reserves the right to withhold payment where the recipient fails to submit a proper, complete and accurate DLA Form 1806 "Procurement Technical Assistance Cooperative Agreement Performance Report."
5. If the recipient charges or plans to charge a fee for PTA given to business firms/clients, or receives any other income as a result of operating the PTA, the amount of such reimbursement must be added to total program cost (TPC) as program income.
6. In the event funds are added to the program, the reimbursable ratio will not be affected and the funds will not require allocation by object class category. However, total funds expended during the effective period shall be reported on the DLA Form 1806 "Procurement Technical Assistance Cooperative Agreement Performance Report." The expenditure of additional funds shall be made in accordance with the applicable cost principles.
7. Subsequent to award, the transfer of costs among object class categories with costs entered on the Budget Information form in excess of 10 percent of TPC requires prior approval from the AGO.
 - a. The government will not reimburse the cooperative agreement recipient for costs transferred in excess of 10 percent of TPC at the time of cooperative agreement award unless such transfer had the prior approval of the AGO;
 - b. The cooperative agreement recipient shall notify the AGO, in writing, when the total cumulative dollar value of costs transferred among object class categories equals 10 percent of TPC;
 - c. Upon requesting and receiving approval for the transfer of costs from the AGO, the cooperative agreement recipient shall not be entitled to any additional transfers without prior approval; and

- d. After receiving prior approval for any transfers of costs from the AGO, the government will not reimburse costs for subsequent transfers made by the cooperative agreement recipient without prior approval.
8. Recipients may submit requests for approval of budget changes on a periodic basis, but not more often than quarterly. Request for approval of budget changes shall be submitted on a SF 424A concurrently with the quarterly submission of the SF 269 “Financial Status Report (Long Form).”
 - a. Non-distressed budget. Direct costs, object class categories, as set forth in the recipient’s application or as amended through the issuance of a cooperative agreement modification, shall be entered in column (1) of SF424A. Revisions (dollar value of the proposed change) to the aforementioned direct costs, object class categories shall be entered in column (3), and the resulting totals [column (1) plus or minus column (3)] shall be entered in column (5).
 - b. Distressed budget. Direct costs, object class categories, as set forth in the recipient’s application or as amended through the issuance of a cooperative agreement modification, shall be entered in column (2) of SF424A. Revisions (dollar value of the proposed change) to the aforementioned direct costs, object class categories, shall be entered in column (4), and the resulting totals [column (2) plus or minus column (4)] shall be entered in column (5).
 9. Recipients may not carry unobligated DoD balances to the subsequent funding period. DoD funds obligated for the base year and each option period may only be spent during the effective period of the base year or option period. The AGO will deobligate unspent funds upon the expiration of the base year and each option period. This deobligation will generally be accomplished within 120 calendar days after completion of the performance period. For example, DoD funds in the amount of \$8,000 that are not spent during the base year shall be deobligated, and cannot be carried over to an option period.
 10. Costs for PTACs to obtain membership in business, technical and professional organizations are allowable, when the benefit from the membership is related to the PTA Cooperative Agreement Program. Cost of membership for individual PTA employees is not allowable.
 11. Recipients are authorized to use GSA’s subscription schedules. Usage is limited to subscription services only.
 12. Costs incurred to assist business firms/clients in pursuing claims or protests against the government are not allowable.
 13. Indirect costs and/or indirect rates incorporated into any specific award period are subject to downward revision only. However, these rates can be adjusted (either upward or downward) for an option period(s). See Section VIII, paragraph E.
 14. Subsequent to award, cash may be substituted for in-kind contributions. However, the recipient may not substitute in-kind contributions for cash contributions.

15. For any program income generated subsequent to the effective date of this award, such program income shall be handled in accordance with DoDGAR 32.24(b)(1) or 33.25(g)(2) as applicable. For any program income not expended prior to the expiration of the award period, such program income may be carried over to a subsequent award period. That percentage of the program income equal to the applicant's percentage share of program costs for the year in which the program income was earned may be used as cost matching funds.
16. Concurrently with the quarterly DLA form 1806 report, recipients shall synopsise in writing, the following:
 - a. progress they are making to achieve program goal accomplishments;
 - b. any difficulties they may be experiencing in achieving program goals and actions taken to overcome such problems;
 - c. training completed, planned or ongoing in order to help PTAC personnel stay current in their areas of expertise;
 - d. any noteworthy success stories in which the PTAC participated. Client satisfaction feedback should also be addressed.Submission of this information to the GO may be accomplished via mail, e-mail, or by FAX.

B. PERFORMANCE REVIEWS

1. Performance reviews will be conducted annually (or more frequently if deemed necessary by the Government) by the cognizant field administration office as specified in paragraph A.1., above. Unless notified to the contrary by the AGO, award recipients should assume that performance reviews will be conducted on-site, and will require active participation by the PTAC Program Manager.
2. The purpose of the review is to evaluate the quality of the recipient's performance and its compliance with the requirements of the SCAA, the applicable OMB Circulars, and DoD Grant and Agreement Regulations (DoDGARS).
3. The areas to be reviewed and evaluated will include:
 - a. Performance against the DLA Form 1806 goals. This will include an analysis of performance against goals addressing the number of goals attained, specific goals not attained, and efforts to meet those goals. An accomplishment of less than 80% of any performance goal will be considered a possible failure to comply with a requirement of the award agreement. The timeliness of submission of the quarterly reports will be noted.
 - b. Backup documentation for each DLA Form 1806 report category will be verified to ensure appropriate reporting. Special emphasis will be placed upon verifying the number and dollars reported for Prime Contracts and Subcontracts. For these categories, the PTAC should have written documentation (letter, form, or email) in which the Client acknowledged that the PTAC's assistance contributed toward the award.

- c. The timeliness and accuracy of submission of reports such as the DLA 1806 (PTAC Cooperative Agreement Performance Report), SF 269 (Financial Status Report), and SF 270 (Request for Advance or Reimbursement).
- d. Compliance with applicable certifications and representations required by the SCAA (Section IV (B)), including: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, debarment, convictions concerning fraud and listed criminal activities or otherwise under indictment for the same fraud or criminal activities, terminations for cause or default, Drug-Free Workplace, and Lobbying.
- e. The overall management of the program will be examined and evaluated. The existence of management tools such as Standard Operating Procedures (SOPs) that are up-to-date, accurate, and complete in accordance with the requirements for operating a PTAC as set forth in the SCAA will be a significant factor in determining the effectiveness of the PTAC's management.
- f. Verification that the Program Manger is a full-time employee, whose salary and fringe benefits are charged to and paid from PTAC funds will be addressed. As a key personnel, an assessment of the Program Manager's management qualifications and the extent of direct experience in Government Contracting or PTAC experience will be made. If the Program Manager was approved subject to a "training plan," verification of the progress made in meeting that training plan will be examined. An assessment will be made of the ability of the Program Manager to act autonomously and to truly manage the PTAC organization, without being severely constrained by higher levels of management. This will include factors as budget matters and the ability to exercise a reasonable level of discretion in all aspects of the PTAC including hiring and promoting personnel, making key decisions, proposing new initiatives, etc.
- g. An examination of the PTAC's record of integrity and business ethics will be made. The ethics rules and policies of the PTAC or its governing entity, if applicable, e.g. State or City rules for its employees, University rules and policies, etc., will be the guiding standard for making this assessment.
- h. Verification that consultant services have not exceeded the 10% limit of Total Program Cost will be accomplished.
- i. An assessment of the overall level of quality of the "on-board" PTAC staff to provide the required counseling and assistance will be made. The PTAC's various efforts to provide necessary training and to ensure that its staff is qualified and knowledgeable to satisfy the requirements of the SCAA will be reviewed. Verification that personnel resumes are on file for all staff members will be done. An evaluation of the overall qualifications of the personnel staff as it relates to performing the PTAP requirements, noting any Federal procurement experience, APTAC certifications, NCMA

- memberships, completion of Defense Acquisition University courses, continued education, will be conducted.
- j. Verification that the PTAC has not employed any personnel identified under the Government wide “List of Parties Excluded from Federal Procurement and Non Procurement Programs.”
 - k. An assessment of internal controls, including the existence of written procedures. Also, the PTAC’s control procedures and usage of PTAC property, i.e. purchased with funds from the PTAC’s budget will be reviewed.
 - l. An assessment of the PTAC’s facilities with regard to their adequacy to support the intended mission of Procurement Technical Assistance to public clients. This may include but is not limited to the following: Is there sufficient space; is it accessible to the public; is there sufficient parking; is there effective signage to make the public aware that there is PTAC and, in fact, that the office is identified as part of the PTA Program as a separate and distinct Program; are the facilities generally adequate to accomplish the mission, and are they professional in appearance and a credit to the Program.
 - m. The PTAC’s methodology for determining Client satisfaction, including numbers surveyed, surveys returned, percentage results, etc., along with verifying the effect of the methodology used..
 - n. A review of documented success stories (see Section III, paragraph D.2.)
 - o. A review and an assessment of outreach events the PTAC sponsored such as conferences, training events, and seminars, including numbers of attendees.
 - p. An assessment of the quality and comprehensive nature of the information made available to the Clients by onsite documents, handouts, pamphlets, specifications, etc., to include information made available electronically by providing appropriate websites, CDs, etc. Any efforts the PTAC makes beyond providing websites, such as computers in the PTAC that clients may use either to illustrate the websites to the clients, to train them in certain areas, or to provide computer access to clients so that they can access the latest information will be noted.
 - q. An assessment of the quality and comprehensive nature of other information made available to the Clients through information services such as bid matching or through web-based information resources.
 - r. An assessment of the PTAC’s accounting system to adequately accumulate, report, and bill appropriate costs to the Cooperative Agreement. The accuracy and timeliness of the PTAC’s voucher submissions will be reviewed. Verification that the PTAC has stayed within each object class category in its proposed Budget or, if applicable, has obtained approval from the AGO to transfer costs among object class categories when the cumulative dollar value of such transfers exceed 10% of Total Program Cost.

- s. Determine whether the basis for assigning costs to distressed and non-distressed areas is appropriate.
- t. Obtain verification of in-kind contributions and determine whether they are appropriate.
- u. If there is an applicable Indirect Rate, check the F&A application base to ensure it does not include third party contributions or costs specifically excluded by the rate agreement.
- v. The acceptability of the PTAC's procurement procedures.
- w. Determine if there is a need for a DCAA or other Financial Audit.
- x. Examine how the PTAC earns and manages Program Income or verify that the PTAC does not earn Program Income. Determine the types of Program Income earned, the total amount earned each year and the cumulative total thus far for the Program. Determine how the PTAC utilizes earned Program Income. Verify proper reporting of Program Income on the SF 269 and DLA Form 1806 Line 6(a), and that the records reconcile with AGO modifications that carry program income forward from previous years. Assess as to whether or not the Program Income is cost effective in consideration of the administrative effort required to manage it, the costs to the clients, and the overall benefits to the PTAC. Document any concerns or issues of impropriety that might be perceived in the collection or utilization of Program Income. Identify Program Income earned and expended but not reported.

4. Upon completion of the Performance Review, the AGO will conduct an exit briefing with the PTAC management and discuss the findings of the review. The AGO will then assign the PTAC one of the performance ratings listed below:

EXCEPTIONAL: Exceeds the requirements of the SCAA in providing Procurement Technical Assistance and complying with most aspects of the Program. The PTAC has shown efforts that are above and beyond the required elements of the Program and provides documentation and success stories to support such efforts.

ACCEPTABLE: Meets the requirements of the SCAA in providing Procurement Technical Assistance and complying with all aspects of the Program but does not reach a level that warrants a higher rating.

MARGINAL: Deficient in meeting key elements of the requirements of the SCAA, however, management does show an intent and interest in bringing its program to an acceptable level and has demonstrated a commitment to apply the necessary resources to do so.

UNSATISFACTORY: Deficient in meeting most key elements of the requirements of the SCAA and management shows little interest in bringing its program to an acceptable level or is generally uncooperative.

5. A Marginal Rating carries with it the automatic recommendation by the AGO to the GO to place the current award in a probationary status, and that the exercise of any subsequent option period to be made only as a probationary award. Probationary status requires the submission of a Plan of Action and Milestones (POA&M) to the AGO and Grants Officer. The POA&M will set forth a plan toward correcting the deficiencies noted in the Performance Review. The POA&M will be subject to review and approval by the AGO and Grants Officer. A failure to submit an acceptable POA&M in a timely manner or comply with the terms of the POA&M once approved by the AGO and GO, may result in termination of the award. Upon the completion of a subsequent Performance Review that results in a rating of “acceptable” or higher, the program will be removed from probationary status.
6. An Unsatisfactory Rating will cause the GO to immediately consider termination of the existing award or a determination not to exercise the award of any subsequent option period(s).

C. AGO RESPONSIBILITIES/DUTIES

The Administrative Grants Officer will perform the following functions associated with this Agreement:

1. Maintain official administrative file for cooperative agreements.
2. Conduct Performance Reviews outlined in paragraph B above.
3. Conduct post award orientation conferences.
4. Issue administrative changes, correcting errors or omissions in typing, recipient address, remittance address, computations, which do not require additional funds, and other such changes.
5. Prepare findings of fact and issue decisions on matters in which the AGO has the authority to take definitive action.
6. Process and execute novation and change of name agreements.
7. Execute supplemental agreements providing for the extension of the cooperative agreement performance period up to 60 calendar days and notify the GO of the extension.
8. Determine that the recipient has a drug-free workplace program and drug-free awareness program.
9. Review and evaluate the recipient’s financial management system.
10. Monitor the recipient’s financial condition and advise the GO when it jeopardizes cooperative agreement performance.
11. Review and approve recipient’s requests for changes to the Standard Form (SF) 424A.
12. Review, approve or disapprove, and maintain surveillance of the recipient’s procurement procedures (see DoDGARs 32.41-32.48 and OMB Circular A-102).
13. Consent to placement of subcontracts (excludes subagreements with subrecipients as set forth in the recipient’s application).

14. Establish final indirect cost rates and billing rates when DoD is the cognizant agency.
15. Review and approve (or disapprove) the recipient's request for reimbursement.
16. Assist recipients in resolving payment problems.
17. Review and approve (or disapprove) a change in Program Manager and/or changes in the duties of the Program Manager.
18. Determine the allowability of costs suspended or disapproved, and issue notice of intent to disallow or not to recognize costs.
19. Perform property administration in accordance with the applicable OMB Circular and the DoDGARs.
20. Ensure timely submission of a correct and proper SF 269, "Financial Status Report (Long Form)", and DLA Form 1806, "Procurement Technical Assistance Cooperative Agreement Performance Report".
21. Provide an AGO performance assessment of the recipient to the GO at the end of the base year performance period and at the end of any subsequent option year performance period.
22. Negotiate documents for settlement of partial and complete terminations for convenience
23. Accomplish administrative closeout procedures and provide a copy of the DD Form 1594, Contract Completion Statement or Closeout Memorandum to the GO.
24. Execute modification to deobligate funds and provide a copy to the GO.
25. Coordinate and respond to requests for information under the Freedom of Information Act.
26. The AGO or designated representative will, utilizing a standardized format, periodically review the recipient's performance under the cooperative agreement to include, but not be limited to:
 - a. Management control systems;
 - b. Financial management systems, which includes budget and cost controls;
 - c. Progress being made by the award recipient in meeting its program requirements; and
 - d. Compliance with certifications, representations, and other performance factors.

Reports of these reviews shall be submitted to the GO along with recommendations for resolving issues beyond the scope of the AGO responsibilities.

27. Issue a modification to carry unspent Program Income (PI) forward to the next program year award (including options). If there is no follow-on award, a closeout modification will be issued to distribute the unspent PI balance in accordance with the agreement's share ratio established between the recipient and the government at the time of award.

D. REPORTING

1. Recipients shall immediately notify the AGO of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions that materially

impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

2. The DLA Form 1806 "Procurement Technical Assistance Center Cooperative Agreement Performance Report" shall be submitted in accordance with paragraphs E. and F. of Section III of this SCAA.
3. Recipients are required to submit two copies of SF 269 "Financial Status Report (Long Form)" on a quarterly basis beginning 90 calendar days after award of an agreement to report the status of PTA funds. The report is due not later than 30 calendar days after the end of each quarter to the cognizant administration activity. A final SF 269 must be submitted not later than 90 calendar days after the expiration of the PTA cooperative agreement's effective date.

D. PAYMENT

1. The recipient shall submit requests for reimbursement of the government's share of total costs incurred to the cognizant AGO for certification that the request is true and correct and all services from the recipient have been provided. Requests for reimbursement should not be sent directly to the payment office (e.g., DFAS). Recipients may submit requests for reimbursement of the government's share of total costs incurred to the AGO on a periodic basis, but not more often than monthly.
2. Recipient shall submit a completed SF 270 "Request for Advance or Reimbursement" when requesting reimbursement.
3. For the purpose of reimbursing allowable costs, the term "costs" includes only:
 - a. Those recorded costs that, at the time of the request for reimbursement, the recipient has paid by cash, check, or other form of actual payment for items or services purchased directly for the PTA program; or
 - b. Those costs incurred, but not necessarily paid.
4. Prepaid expenses will be reimbursed on an accrual basis.
5. At any time before final payment, the AGO may have the recipient's invoices or vouchers and statements of costs audited. Any payment may be:
 - a. Reduced by amounts found by the AGO not to constitute allowable costs; or
 - b. Adjusted for prior overpayments or underpayments.
6. Recipient's are required to furnish a final reimbursement request for services rendered within 90 calendar days after the expiration of the agreement's effective period. The recipient must type or print in block letters "FINAL REQUEST" across the top and bottom of the SF 270. **The government is not liable for the payment of any reimbursement request received more than 90 calendar days after expiration of the agreement's effective period.**
7. Recipients are required to register in the DoD Central Contractor Registration (CCR) database in order to receive payment. See Clause O. "Payment by Electronic Funds Transfer-Central Contractor Registration" in Section IX of this SCAA.

E. RIGHTS TO AUDIT

1. Recipient shall maintain and the AGO or duly authorized representative shall have the right to examine and audit books, records, documents and other evidence, and accounting procedures and practices, sufficient to verify if all costs claimed to have been incurred in the performance of the cooperative agreement award are recorded therein.
2. The awarding agency, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the cooperative agreement award in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to a recipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but shall last as long as records are retained.
3. Each state and local government entity that receives federal funding is required to have audits performed in accordance with the requirements of their governing body. Nonprofit organizations and institutions of higher education are required to have audits performed in accordance with the requirements of OMB Circular A-133.
4. The following OMB Circulars will be used to determine allowable costs in the performance of the program:
 - a. OMB Circular A-21, Cost Principles for Educational Institutions.
 - b. OMB Circular A-87, Cost Principles for State and Local Indian Tribal Governments.
 - c. OMB Circular A-122, Cost Principles for Nonprofit Organizations.

Copies of OMB Circulars may be obtained on the Internet at:

http://www.whitehouse.gov/omb/grants/grants_circulars.html

F. ALTERNATIVE DISPUTES RESOLUTION (ADR)

It is DoD policy to resolve disputes by mutual agreement at the grant officer's level. ADR procedures are any voluntary means used to resolve issues in controversy without resorting to formal administrative appeals or litigation. ADR procedures include, but are not limited to, assisted settlement negotiations, conciliation, facilitation, mediation and fact-finding. In order to use ADR procedures, both parties must agree to use ADR and the particular form of ADR to resolve all or part of any matter. ADR procedures supplement other dispute resolution techniques.

A dispute resolution communication that is between a neutral person and party to alternative dispute resolution proceedings, and that may not be disclosed under 5 U.S.C. 574, is exempt from disclosure under the Freedom of Information Act (5 U.S.C. (b)(3)).

Section VIII

OPTION TO EXTEND THE TERM OF THE COOPERATIVE AGREEMENT

A. DURATION.

As stated in Section I, paragraph J., cooperative agreements will be awarded for a base year (of 12 months duration) and will provide for bilaterally extending the agreement for two option periods. Each option period will normally be of 12 months duration. However, the government may elect at any time to propose an option period of other duration on an agreement-by-agreement basis.

B. NOTICE.

The government will give the recipient preliminary written notice of whether or not it intends to exercise an option. Such notice will normally be provided at least 60 calendar days prior to the date that the government intends to exercise the option. This notice does not commit the government to exercise the option. The term “exercise the/an option” means the Grants Officer will provide written notice to the award recipient, the cognizant administration office and the payment office that the cooperative **agreement** award performance period has been extended for a specific length of time, that additional funds for this purpose have been obligated, and that modifications (as applicable) have been made to the agreement budget, goals, etc.. The Government may exercise an option at any time prior to expiration of a cooperative agreement.

C. GOVERNMENT’S OBLIGATION.

The award of a cooperative agreement for a base year with option periods does not obligate the government to exercise any option(s) nor does it guarantee the recipient that the option(s) will be exercised. The Government at its sole discretion may elect not to exercise an option(s). The determination to exercise or not to exercise an option will be made on a program-by-program basis. Compliance with the terms of the cooperative agreement award and the availability of funds shall be paramount, although not exclusive, in the decision whether or not to exercise an option. In addition, the Government may elect to award an option as a “probationary award” (see Section VII, paragraph B.5.) The Government may at any time prior to the actual exercising of an option, rescind, without obligation, its intent to exercise an option.

E. UNOBLIGATED FUNDS.

Recipients may not carry unobligated DoD balances to a subsequent funding period. DoD funds obligated for the base year and each option period must be spent during the effective period of the base year or option period. For example, if DoD funds in

the amount of \$5,000 are not spent during the base year they shall be deobligated, and cannot be carried over to an option period.

E. OPTION YEAR(S) REQUIREMENTS.

Upon receiving written preliminary notice that the government intends to exercise an option, the recipient will also be requested to furnish to the Grants Officer the documentation listed below, which will be applicable to the proposed option period. The government will not proceed to exercise an option until the Grants Officer receives the following:

1. The SF 424 “Application for Federal Assistance”; this document must be submitted through “grants.gov”
2. A certification of cost matching funds availability.
3. Current negotiated indirect rate memorandum (if applicable).
4. The on-line sources of program funding submission. This submission must clearly identify all sources of funding and specify whether this funding is “cash “or “in-kind”. Cash match in the base year cannot be substituted with in-kind match during the option years.
5. The on-line “Budget Information” with supporting information. This submission must specifically identify all of the estimated costs associated with the program. **Your budget submission cannot anticipate “Program Income” as part of your initial total program cost.**
6. The on-line DLA 1806 submission showing proposed PTA Program Goals for the proposed option period.
7. Any other documentation or information as may be specified by the Grants Officer.

F. LIMITATIONS

The total amount of DoD funding for any program in any option year shall not exceed the total amount obligated by DoD for the current year, unless the Grants Officer announces additional funds are available. In the event additional funds are available for an option year, the funds will be pro-rated equally to all options being awarded. The percentage of DoD’s share of total net program cost for any option year generally shall not be greater than the percentage of DoD’s share of total program cost for the base year award.

Section IX

Clauses

The following clauses apply to any cooperative agreement awarded as a result of this SCAA:

A. 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. However, this clause does not apply to this agreement to the extent that this agreement is made with an eligible entity for the eligible entity's general benefit.

B. Gratuities.

1. The right of the recipient to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the recipient, its agent, or another representative –
 - a. offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - b. intended, by the gratuity, to obtain the award of a cooperative agreement or favorable treatment under a cooperative agreement.
2. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
3. If this agreement is terminated under paragraph B1 above, the Government is entitled
 - a. to pursue the same remedies as in a breach of contract; and
 - b. in addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the recipient in giving gratuities to the person concerned, as determined by the agency head or a designee.
4. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law under this agreement.

C. Covenant against contingent fees.

1. The applicant warrants that no person or agency has been employed or retained to solicit or obtain this cooperative agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of the contingent fee.

2. “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
3. “Bona fide employee,” as used in this clause, means a person, employed by a recipient and subject to the recipient’s supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain an agreement nor holds out as being able to obtain any agreement through improper influence.
4. “Contingent fee;” as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing an agreement.
5. “Improper influence,” as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding an agreement on any basis other than the merits of the matter.

D. Military recruiting on campus.

This is to notify potential applicants that each cooperative agreement that is awarded under this solicitation to an institution of higher education shall be required to comply with the provisions of DoD 3210.6R, 22.520.

E. Anti-Reserve Officer Training Corps.

No funds appropriated or otherwise available to the DoD may be obligated by contract or by grant (including a grant of funds to be available for student aid) to any institution of higher education that, as determined by the Secretary of Defense, has an anti-ROTC policy and at which, as determined by the Secretary, the Secretary would otherwise maintain or seek to establish a unit of the Senior Reserve Officer Training Corps or at which the Secretary would otherwise enroll or seek to enroll students for participation in a unit of the Senior Reserve Officer Training Corps at another nearby institution of higher education. The term “anti-ROTC policy” means a policy or practice of an institution of higher education that –

1. Prohibits, or in effect prevents, the Secretary of Defense from maintaining or establishing a unit of the Senior Reserve Officer Training Corps at that institution, or
2. Prohibits, or in effect prevents, a student at that institution from enrolling in a unit of the Senior Reserve Officer training Corps at another institution of higher education.

F. Royalty.

DLA has a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, any copyrighted materials and reports which shall have been developed under this cooperative agreement. The recipient also hereby agrees to notify and provide three copies of any copyrighted materials developed under this cooperative agreement to the GO/AGO.

G. Restriction on disclosure and use of data.

Applicants, who include in their applications data that they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall provide a cover page to their SF 424 with the following statement:

“This application includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this application. If, however, an agreement is awarded to this applicant as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting agreement. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets);”

This restriction does not limit the Government’s right for internal use of the information contained in this application.

H. Order of precedence.

Any inconsistency in this agreement shall be resolved by giving precedence in the following order:

1. Title 10, USC, Chapter 142, as amended;
2. DoD Grants and Agreement Regulations 32 CFR parts 21-34.
3. Office of Management and Budget Circulars; and
4. The cooperative agreement award document.

I. Extension of effective period.

The recipient may request and the AGO may approve an extension of the effective period of the cooperative agreement not to exceed 60 calendar days. The request must be in writing, must include the supporting reasons for the request along with the revised expiration date, and must be received by the cognizant AGO at least 10 calendar days before the expiration date of the effective period specified in the award document and any modifications issued thereto. Extension may not be exercised merely for the purpose of using unobligated balances.

J. Termination.

1. The Government may terminate this Agreement at any time before expiration of the effective period providing the AGO or GO gives the recipient at least 15 calendar days written notice. Possible conditions that are considered to be cause for termination are:
 - a. failure of the recipient to meet cost sharing requirements;
 - b. unsatisfactory performance of PTA Cooperative Agreement program requirements;
 - c. reporting inaccurate or inflated reports of budget and expenditures, goals, or client assistance;
2. The recipient may request termination of this agreement upon giving at least 15 calendar days written notice to the GO through the AGO.
3. The agreement will be terminated by the GO upon receipt of a written request from the recipient, giving at least 15 calendar days prior notice.
4. All terminations will be processed as terminations for convenience. Termination settlements will be performed by the AGO.

K. Availability of funds. The Government's obligation under this cooperative agreement is contingent upon the availability of appropriated funds. No legal liability on the part of the Government for any payment may arise until funds are made available to the GO and the recipient receives notice of such availability, confirmed in writing by the GO.

L. Notice of intent to disallow budgeted costs.

1. Execution of the cooperative agreement document does not affect –
 - a. The GO/AGO's right to disallow budgeted costs and recover any funds due as a result of budget changes and corrections, expenditures, other transactions and –
 - b. Audit requirements.
2. Approval of the recipient's budgeted cost elements does not imply the reasonableness, allowability and allocability of the costs contained therein. In determining the reasonableness, allowability and allocability of costs incurred for the PTA Cooperative Agreement Program, the DoDGARs, applicable cost principles and terms and conditions of the cooperative agreement award will govern.

M. Notice of intent to disallow costs incurred below cooperative agreement recipient level (first tier).

1. Notwithstanding all other terms and conditions of this cooperative agreement, the GO/AGO may –
 - a. At any time issue to the cooperative agreement recipient a written notice of intent to disallow subcontract, subagreement and any other planned or

incurred costs by the recipient which are determined not to be allowable under the terms of this agreement.

- b. Limit the payment of cost, below the cooperative agreement recipient level (first tier), to those which implement or execute the purposes of the cooperative agreement program and which are allowable and allocable to the PTA.
2. Notwithstanding any arrangements, subcontracts and/or agreements entered into by the cooperative agreement recipient with other organizations and/or contractors, DoD is not responsible for any cost incurred by the cooperative agreement holder that exceed what is allowable and allocable under the provisions of the SCAA and the applicable cost principles.

N. Payment by Electronic Funds Transfer-Central Contractor Registration.

(a) Method of payment.

(1) All payments by the Government under this agreement shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Award recipient agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Award recipient's EFT information. The Government shall make payment to the Award recipient using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Award recipient shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Award recipient's EFT information in the CCR database is incorrect, then the Government need not make payment to the Award recipient under this agreement until correct EFT information is entered into the CCR database; and any invoice or agreement financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this agreement. The prompt payment terms of the agreement regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Award recipient EFT arrangements. If the Award recipient has identified multiple payment receiving points (*i.e.*, more than one remittance address and/or EFT information set) in the CCR database, and the Award recipient has not notified the Government of the payment receiving point applicable to this agreement, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Award recipient's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

- (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Award recipient's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Award recipient is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) *EFT and assignment of claims.* If the Award recipient assigns the proceeds of this agreement as provided for in the assignment of claims terms of this agreement, the Award recipient shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Award recipient. EFT information that shows the ultimate recipient of the transfer to be other than the Award recipient, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Award recipient's financial agent.

(j) *Payment information.* The payment or disbursing office shall forward to the Award recipient available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Award recipient to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

O. Trafficking in persons.

1. Provisions applicable to a recipient that is a private entity.
 - a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not--
 - i. Engage in severe forms 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 subawards under the award.
 - b. DLA, 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 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 Governmentwide Debarment and Suspension (Nonprocurement)."
2. Provision applicable to a recipient other than a private entity. DLA, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. 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 performance under this award; or
 - ii. Imputed to 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 Governmentwide Debarment and Suspension (Nonprocurement)."
3. Provisions applicable to any recipient.
 - a. 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.
 - b. 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 noncompliance that are available to us under this award.

c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

a. "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.

b. "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.

c. "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.

d. "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).

Appendix A

Glossary of Acronyms

ADR	Alternative Dispute Resolution
AGO	Administrative Grants Officer
BIA	Bureau of Indian Affairs
CAGE	Commercial and Government Entity
CCR	Central Contractor Registration
CFR	Code of Federal Regulations
DCMA	Defense Contract Management Agency
DFAS	Defense Finance and Accounting Service
DLA	Defense Logistics Agency
DoD	Department of Defense
DoDGAR	Department of Defense Grants and Agreement Regulation (Note: this regulation is available on the Internet at: http://www.dtic.mil/whs/directives/corres/html/321006r.htm
EC	Electronic Commerce
EFT	Electronic Funds Transfer
FY	Fiscal Year
GO	Grants Officer
GSA	General Services Administration
HBCU/MI	Historically Black Colleges & Universities/ Minority Institutions
HUBZone	Historically Underutilized Business Zone

NPC	Net Program Cost
OMB	Office of Management and Budget
ONR	Office of Naval Research
OTSB	Other Than Small Business
PI	Program Income
PL	Public Law
POA&M	Plan of Action & Milestones
PTA	Procurement Technical Assistance
PTAC	Procurement Technical Assistance Center
PTAP	Procurement Technical Assistance Program
SB	Small Business
SBA	Small Business Administration
SCAA	Solicitation for Cooperative Agreement Application
SDB	Small Disadvantaged Business
SDVOSB	Service-Disabled Veteran-Owned Small Business
SF	Standard Form
TPC	Total Program Cost
WAWF	Wide area workflow
WOSB	Woman-Owned Small Business

Attachment I

Proposed Service Area

As required by Section III, paragraph B., list below the county(s) or equivalent that you intend to service. Note the requirement that if you propose to service any portion of a county or equivalent, you must service **the entire** county or equivalent. Indicate whether or not each county is a distressed area. After listing all counties that you intend to service, list separately all civil jurisdictions (see definition Section II, paragraph 5) **other than counties** that qualify as distressed areas that you intend to service. If a civil jurisdiction is part of a county and that entire county qualifies as a distressed area, you do not have to list that civil jurisdiction.

If you are proposing to service areas in more than one state, submit a separate Form for each state.

County or equivalent that you intend to service and Civil jurisdictions that qualify as distressed areas:	Distressed area (Y or N)

If additional space is required, use the continuation sheet(s), Form B-4C appearing on the next page.

Continuation of Listing of Proposed Service Area

If you are proposing to service areas in more than one state, submit a separate Form for each state.

County or equivalent that you intend to service and Civil jurisdictions that qualify as distressed areas:	Distressed area (Y or N)

Attachment II (2 pages)

Shown here for illustrative purposes only – actual form will be on-line

Proposed Performance Goals Submission					
Goals below will be automatically incorporated into the quarterly DLA Form 1806 reports that you will be required to submit. List goals by individual quarter, but do NOT cumulate.					
Data Element	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Goal for Year
(7) Active Client Base					
(8) Number of Outreach Events You Sponsored					<i>Auto sum</i>
(9) Number of Outreach Events you supported or Participated in but did not sponsor.					
(10) Total attendees at Outreach events listed in (8) & (9) Above					
(11) Initial Counseling Sessions with all category Small Business Concerns					
(a) Initial Sessions with Small Disadvantaged concerns					
(b) Initial Sessions with Women-owned Small Business Concerns					
(c) Initial Sessions with HUBZone Small Business Concerns					
(d) Initial Sessions with Service-Disabled Veteran-Owned Small Business Concerns					

(12) Initial Counseling Sessions with Other than Small Business Concerns					
(13) Initial Counseling Sessions with Distressed Area Concerns					
(14) Follow-up Counseling Sessions with All Category Small Business Concerns					
(a) Follow-up Sessions with Small Disadvantaged Concerns					
(b) Follow-up Sessions with Women-owned Small Business Concerns					
(c) Follow-up Sessions with HUBZone Small Business Concerns					
(d) Follow-up Sessions with Service-Disabled Veteran-Owned Small Business Concerns					
(15) Follow-up Counseling Sessions with Other than Small Business Concerns					
(16) Follow-up Counseling Sessions with Distressed Area Concerns					