

# **Solicitation for Cooperative Agreement Applications**

*Issued by the Defense Logistics Agency  
Office of Small and Disadvantaged Business Utilization  
Ft. Belvoir, VA 22060-6221  
Revised March 10, 2000*

**Note:** This solicitation applies to all applications from all eligible entities, including Indian Economic Enterprises and Indian Tribal Organizations. Contrary to previous notices, no separate solicitation will be issued for cooperative agreement proposals to assist Indian Economic Enterprises and Indian Tribal Organizations. Only those applications submitted in response to and in accordance with this Solicitation for Cooperative Agreement Applications will be accepted. Any application submitted pursuant to the proposed provisions contained in the draft Solicitation (which is different than this Solicitation) that appeared on the Defense Logistics Agency Small Business Office Internet website in January and February 1999 for the purpose of soliciting public comments will not be considered.

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## **SECTION I PROGRAM INTRODUCTION**

This section describes the overall PTA program, 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 procurement technical assistance (PTA) programs. The DoD PTA Cooperative Agreement Program (PTACAP) 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 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 must initiate clearance action through appropriate state clearing houses prior to submitting their application to the DLA Office of Small and Disadvantaged Business Utilization.

#### **D. PROGRAM MANAGEMENT**

1. The DLA Director of Small and Disadvantaged Business Utilization 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**

1. To provide eligible entities with DoD support so that these eligible entities may provide specialized and professional assistance to individuals and businesses seeking to learn about contracting and subcontracting opportunities, actively seeking contracting and subcontracting opportunities, and/or performing under contracts and subcontracts with DoD, other federal agencies, 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 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 14.
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 \$150,000, or in the case of a statewide program, cannot exceed \$300,000.
  - 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 \$150,000, or in the case of a statewide program, cannot exceed \$300,000.

- 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 \$150,000 for less than a statewide program, or \$300,000 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 PTA Cooperative Agreement Program in accordance with Section IV of this SCAA.
2. In the event that insufficient funds are available to award all applications that meet the requirements of this SCAA, only those applications found to be the most meritorious will be funded for an award.
3. 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.
4. 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 PTA award recipient, if any, responsible for that client's area.

#### **I. 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 1999, however, those applicants selected for award that have also been awarded other PTA funding in FY 1999 shall be awarded in FY 2000. All award recipients will be eligible to have their award agreements extended for three 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.

**J. ADDITIONAL AWARDS AFTER BASE YEAR.**

For the option periods, funding priority will be for award of existing program options. Should there be remaining funds available, applications for additional new programs will be accepted from those applicants proposing to service an area not currently receiving an acceptable level of service by an existing program. In those years where it is determined that funds are likely to be available in order to accept applications for additional new programs, a public notice will be published in the *Federal Register* announcing when applications for additional new programs will be accepted. Such applications shall be submitted in accordance with Section IV of this SCAA, and as may be amended by the *Federal Register* notice. Selection and award of additional new programs will be in accordance with Sections V and VI of this SCAA and as may be amended by the *Federal Register* notice.

**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 funds available or to be made available for the PTACAP for the base year awards. For the base year awards, a total of \$17.0 million is anticipated to be available. Subsequent to the base year, this term will apply to the amount of funds available or to be made available for an option period.
4. **Cash Contributions.** Recipient's cash outlay, including outlay of money contributed to the recipient by third parties.
5. **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.
6. **Client.** An individual or a business that is seeking or may potentially seek to market its goods 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. An individual or business may be classified as a client as the result of an initial counseling session.
7. **Consultant Services.** Marketing and technical assistance obtained from private nonprofit and/or profit-making individuals, or business entities to augment the capabilities of the PTA Center. Consultant Services are those services obtained from a third party 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.
8. **Cooperative Agreement.** A binding legal instrument reflecting a relationship between DLA and the cooperative agreement recipient when the principal purpose of the relationship is to transfer a thing of value to the recipient to carry out a public purpose of support or stimulation authorized by a law of the United States instead of acquiring property or services for the direct benefit or use of the United States Government. Substantial involvement is expected between DLA and the recipient when carrying out the activity contemplated in the agreement.
9. **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.

**10. Counseling Session.** A documented event, including, but not limited to, a telephone call, correspondence, or personal discussion held with a business firm/client, where professional guidance is provided to assist the business firm/client in marketing its goods 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 goods 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, Defense Conversion, Reinvestment and Transition Assistance Act of 1992, The Metric Conversion Act, Electronic Commerce (EC), HUBZone Empowerment Contracting Program, and commercial item acquisitions.

The distribution of publications, specifications, 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 Form 1806 “Procurement Technical Assistance Cooperative Agreement Report.” Simply referring business firms/clients to another source for advice or assistance is not a counseling session nor can any resulting award be counted on the DLA Form 1806.

**11. County Equivalent.** The term “parish” for the state of Louisiana and “borough” for the state of Alaska. For those states where cities are independent of counties, 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.

**12. 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.

**13. Duplicate Coverage.** A situation caused when two or more applicants propose to provide PTA services to clients located within the same county or equivalent.

**14. 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 organized and operated exclusively for charitable, scientific, or educational purposes, of which no part of the earnings inure to the benefit of any private shareholder or individual, of which no substantial part of the 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, and which are exempt from federal income taxation under Section 501 of the Internal Revenue Code.
  - 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.
15. **Equipment.** Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, unless otherwise specified by the applicable OMB Circular. However, consistent with recipient policy, lower limits may be established. Title will vest with the recipient in accordance with 32 CFR 32.34 or 33.32. DLA does not contemplate furnishing any equipment as a result of this SCAA.
16. **Follow-up Counseling Session.** A counseling session held with a client, subsequent to the initial counseling session.
17. **HUBZone .** A Historcially Underutilized Business Zone as defined in 13 CFR 126.103.
18. **Initial Counseling Session.** The first counseling session held by a recipient 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.

19. **Net Program Cost.** The total program cost from all authorized sources less any program income and/or other federal funds, not authorized to be shared.
20. **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. For this program, such agencies shall be considered small business concerns.
21. **Procurement technical assistance.** 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 on contracts with these entities. This specialized assistance may consist of, but is not limited to, locating potential marketing opportunities for PTA centers' businesses/clients' goods and/or services, assisting in the preparation of 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.
22. **Recipient.** An eligible entity that receives a cooperative agreement award as a result of submitting an application under this SCAA.
23. **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.
24. **Service.** When used as a verb in this SCAA, it means to provide procurement technical assistance to clients or potential clients.
25. **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.
26. **Small business.** A business concern that meets the definition of a small business in FAR 19.001.
27. **Small disadvantaged business.** A business concern that meets the definition of small disadvantaged business in FAR 19.001.
28. **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.
29. **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.
30. **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 in 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.

- 31. Woman-owned small business.** A business concern that meets the definition of woman-owned small business in FAR 19.001.

## 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 must employ, utilize or otherwise have available individuals who are qualified to satisfy the requirements of paragraphs B., C. and D. below. Personnel qualifications should relate to the services being offered by the applicant. Qualification standards for all positions (filled and vacant) and resumes for filled positions for the applicant and the applicant's subagreement(s) must be on file at the PTA center and available for review by the GO/AGO upon request. Each applicant shall have a Program Manager employed on a full-time basis. The Program Manager's salary and fringe benefits must be charged to and paid from the PTACAP funds. Any change in Program Manager or duties must be approved in advance by the AGO.
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 subrecipients shall have a facility for providing counseling sessions for clients. Recipients shall operate their PTA centers during the normal business hours of their state or local government or PTA center's parent organization throughout the effective period of the cooperative agreement.

Applicants may supplement their resources with consultant services (as defined in Section II, paragraph 7.), however, **the cost of such services is limited to 10% of total program cost.**

### 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 reservations 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.

### **C. METHODS AND PROCEDURES.**

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

1. Service Area. The applicant will perform an analysis of the area to be serviced. The analysis will include:
  - a. the category of business firms (i.e., SB, SDB, WOSB, OTSB);
  - 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 SB, SDB, WOSB, OTSB;
  - d. the total number of active clients included in the recipient's data base.
  - (1) e. any special efforts the PTA center will expend in generating employment within the service area.
2. Outreach Effort. The applicant will have an 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 PTA center'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.
3. Counseling Services –Applicants must provide clients with counseling and information regarding marketing their goods 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 shall:
  - a. Identify marketing opportunities for clients consistent with the client's products and services.
  - b. Advise and assist clients in the preparation and proper submission of applications, certifications, registrations, etc. in order for them to do business with government entities.
  - c. Advise and assist clients with the preparation and submission of bids and proposals.
  - d. Advise and assist 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
- e. Educate clients in the following areas:
- (1) Federal, state and local Government contracting laws, policies and procedures. Emphasis should be placed on acquisition reform initiatives (e. g., the 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) Defense Conversion, Reinvestment and Transition Assistance Act of 1992.
  - (4) The Metric Conversion Act.
  - (5) Electronic Commerce/Electric Data Interchange (EC/EDI). Recipients must provide clients with information pertaining to the application of EDI as it relates to conducting Electronic Commerce with the federal government. This includes the routine computer exchange of procurement information such as solicitations, offers, contracts, purchase orders, invoices, payments, and other contractual documents electronically exchanged between the private sector and the federal government, to the maximum extent practicable, using ANSI ASC X-12 standards. Information provided to clients should include:
    - (a) An explanation of how the business community will benefit from using EDI.
    - (b) A general understanding of EDI to include:
      - (i) An overview of the functions of the various components of EDI such as Value Added Services (VAS), government gateways and networks, translation software, necessary hardware, and the Central Contractor Registration (CCR) database. This includes providing information on the CCR process such as how to register, providing available self-help registration capability to enable clients to register and refer clients to the Electronic Commerce Information Center or their local Electronic Commerce Resource Center (ECRC) for technical assistance.
      - (ii) An explanation of current Office of the Secretary of Defense and other federal policy regarding EDI.
      - (iii) An overview of EDI transaction sets and implementation conventions.
      - (iv) An explanation of the impact and applicability of the Internet on EDI, including identification of government home pages, electronic catalogs, electronic bulletin boards, e:mail and other relevant Internet sites.

- (v) A listing of other resources available for EDI information including the ECRCs.
  - f. Advise and assist clients in pursuing and securing subcontracting opportunities from prime contractors that have Small, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan obligations pursuant to FAR clause 52.219-9 or similar clauses.
- 4. 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 PTA center shall collect and maintain current, complete and accurate information from its clients in order to prepare and submit the DLA Form 1806 “Procurement Technical Assistance Cooperative Agreement Performance Report” in accordance with the instructions on the form. The PTA center 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, 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 PTA center 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 PTA center 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 PTA center 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 PTA center 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 PTA center’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 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 PTA center.

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 PTA center. The client shall be requested to assess the performance of the PTA center and its personnel in terms of:
  - a. Timeliness and responsiveness to general and specific client needs;
  - b. Flexibility and ability to change with evolving client circumstances;
  - c. Commitment to the clients stated goals;
  - d. Training offered and received, as appropriate; and
  - e. Overall capability to provide relevant advice and assistance to the client.

Active clients surveyed shall be instructed to rate the PTA center as satisfactory or unsatisfactory. The PTA center's files will reflect, in sufficient detail, the PTA center's efforts to overcome areas of client dissatisfaction. The above information will be compiled, documented and maintained as part of each client's file, and as a collective report for the entire PTA center. The client survey information shall be made available to the GO/AGO or designated representative for review upon request.

4. The PTA center shall make available to the GO/AGO or designated representative for review upon request, records that document services provided during all counseling sessions categorized in paragraphs C. 3. a. through f. of this Section.

## **Section IV**

### **SUBMISSION OF APPLICATIONS**

This section describes what is required to submit a PTACAP 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.**

Paragraph D. below lists the documentation that an applicant must submit. However, the Standard Form (SF) 424 “Application for Federal Assistance”, a certification of cost matching funds availability, a copy of the current negotiated indirect rate memorandum (if applicable), your proposed service area and certain narrative (see paragraphs D.10 and D.11 of this Section) shall be submitted in traditional paper format. These documents must be mailed or otherwise delivered to:

**HQ, Defense Logistics Agency  
Small & Disadvantaged Business Utilization Office  
(DDAS, Room 1127)  
8725 John J. Kingman Road  
Ft. Belvoir, VA 22060-6221**

***Clearly mark the envelope “Attention: Grants Officer – Do not open in mail room”***

All other documentation shall be submitted in the specified electronic format and should be transmitted concurrently with the submission of the SF 424. The Internet website address for electronic submission is:

**[http:// www.dla.mil/ddas](http://www.dla.mil/ddas)**

#### **B. CERTIFICATIONS.**

1. By signing and 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.

- a. 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 signing and submitting the SF 424, the applicant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (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 signing and 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 signing and 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 undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

### **C. TIMELY APPLICATION.**

Only timely applications will be considered for award. For the purpose of this paragraph “application” means the original copy of the SF 424 “Application for Federal Assistance” signed by a responsible official authorized to bind the applicant and submitted in accordance with this

Section IV. In order for an application to be considered timely it must be received in the office designated in paragraph A. above, of this Section not later than **3:00 P.M., Eastern Daylight time, April 30, 1999**. Applications received after this deadline may still be considered timely if the applicant furnishes the Grants Officer proof of mailing the application in the form of an original U. S. Postal Service receipt that shows the date of mailing. Receipts from other delivery services will not be considered. For applications mailed by either certified or registered mail, the receipt must show a date of mailing of April 25, 1999 or sooner. For applications mailed by U. S. Postal Service Express Mail, the receipt must show a date of mailing of April 28, 1999 or sooner.

#### **D. DOCUMENTS TO BE SUBMITTED.**

For an application to be considered complete, the following documents (which, except for items 2.,4., 10., and 11. can be found at Appendix B of this SCAA or on the DLA SCAA website) must be submitted:

1. The SF 424 “Application for Federal Assistance”; this document must be signed by an individual authorized to legally bind the applicant.
2. A certification of cost matching funds availability .
3. Form B-3, Sources of program funding. This document must clearly identify all sources of funding and specify whether or not this funding is “cash “or “in kind”.
4. Current negotiated indirect rate memorandum (if applicable). If you are requesting funding for overhead you must submit a current copy of your negotiated indirect rate memorandum from the cognizant Federal Agency.
5. The SF 424A “Budget Information – Non-Construction Programs” with supporting documentation. This document 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 8. , below. **Your budget submission cannot anticipate “Program Income” as part of your initial total program cost.**
6. Listing of PTA Center’s Personnel, including personnel of subrecipients. This information must be submitted as a “single item” although this item may require more than one page to list all of the personnel. The personnel should be listed and grouped by their principal duty station.
7. DLA Form 1806 “Procurement Technical Assistance Center Cooperative Agreement Performance Report” with proposed PTA program goals. All goals must be included directly on the DLA Form 1806 and entered in part 7 “Performance Data” of the form in column (3) “Goals”.
8. Form B-4, “Proposed Service Area” including, if applicable, identification of distressed areas to be serviced. A “Civil Jurisdiction” as defined in Section II, paragraph 5. qualifies for distressed area funding.
9. Additional certifications required by forms B-1 and B-2 in Appendix B. The representations made by completing these forms shall be considered material representations of fact upon which reliance shall be placed in evaluating the application and making award.

10. A narrative submission setting forth how the applicant intends to comply with the requirements of Section III of this SCAA; the applicant should not restate in this narrative the sources of program funding, the goals, or the proposed service as required by items 3, 7, and 8. above. Such a narrative submission shall be limited to no more than eight-(8) type written pages with a font no smaller than 12 point type size.
11. A narrative submission of the information required by Section VI. Any of this information that the applicant furnished in response to paragraph 10, above, need not be restated again. Such a narrative submission also shall be limited to no more than eight-(8) type written pages with a font no smaller than 12 point type size.

**Note:** All dollar amounts are to be expressed in whole dollars only. Other than items 1., 2., 4., 8., 10., and 11., the application must be submitted electronically through the DLA website. Any applicant seeking a deviation from this electronic submission procedure must obtain approval in advance from the Grants Officer. **Do not submit newspaper clippings, brochures, letters of recommendation, etc. as they will not be considered in the evaluation process. Unnecessarily elaborate brochures or other presentations are not desired and may be construed as an indication of the applicant's lack of cost consciousness.**

## **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 or 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 an original SF 424 that has been signed by a responsible official authorized to bind the eligible entity and the SF424 was received at the designated location prior to the closing date for submission.
9. has submitted all required documents and 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. PROGRAM STATUS CLASSIFICATION.**

The GO will review and verify the accuracy of the applicant's program status stated in item 8, of the SF 424 "Type of Application." If the GO considers the program status misclassified, the matter will be reviewed with the applicant. If the applicant and the GO cannot agree, the GO will determine the applicant's program status based upon the information contained in the application. The GO's decision regarding the program's status is final and is not subject to administrative appeal.

#### **C. CLARIFICATIONS.**

The GO will provide an applicant the opportunity to cure any deficiency resulting from an informality or irregularity contained in the offer or waive the deficiency, when it is to the advantage of the government.

#### **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 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.

#### **E. COOPERATIVE AGREEMENT AWARD.**

To the extent funds are available, all applicants submitting acceptable applications based upon the criteria listed above, will be awarded a cooperative agreement as stated in Section I, paragraphs H. and I. If sufficient funds are not available, all acceptable applicants will be evaluated in accordance with the Evaluation Plan set forth in Section VI. Awards will then be made to the most meritorious applicants until available funds are exhausted. 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 the most meritorious 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 PTA centers. 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.** 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. To be considered during the evaluation process, an employee must spend at least 25 percent of his/her time working on the program.
  - 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 small disadvantaged businesses, small women-owned businesses; and
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, 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 administrators can be found on the Internet at: <http://www.onr.navy.mil/02/024/offices.htm>. Locations for Defense Contract Management Command (East) can be found at <http://www.dcmde.dla.mil/map.htm>. Locations for Defense Contract Management Command (West) can be found at: [http://www.dcmdw.dla.mil/business/small\\_business/poc.html](http://www.dcmdw.dla.mil/business/small_business/poc.html)
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 PTACAP, the amount of such reimbursement must be added to TPC.
6. The recipient may add funds (other than program income) to its PTA program after all program funds are properly expended and before expiration of the cooperative agreement's effective period. 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 must 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 Standard Form (SF) 424A "Budget Information — Non-Construction Programs" 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). 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). 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 PTA centers 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 without prior AGO approval in accordance with 32 CFR 32.27 and 33.22.
- 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 third party in-kind contributions. However, the recipient may not substitute in-kind contributions for cash contributions.

## **B. 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 post award orientation conferences.
3. Issue administrative changes, correcting errors or omissions in typing, recipient address, remittance address, computations, which do not require additional funds, and other such changes.
4. Prepare findings of fact and issue decisions on matters in which the AGO has the authority to take definitive action.
5. Process and execute novation and change of name agreements.
6. 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.
7. Determine that the recipient has a drug-free workplace program and drug-free awareness program.
8. Review and evaluate the recipient's financial management system.
9. Monitor the recipient's financial condition and advise the GO when it jeopardizes cooperative agreement performance.
10. Review and approve recipient's requests for changes to the Standard Form (SF) 424A, Budget Information – Non-Construction Programs.
11. Review, approve or disapprove, and maintain surveillance of the recipient's procurement procedures (see DoDGARs 32.41-32.48 and OMB Circular A-102).
12. Consent to placement of subcontracts (excludes subagreements with subrecipients as set forth in the recipient's application).
13. Establish final indirect cost rates and billing rates when DoD is the cognizant agency.
14. Review and approve or disapprove the recipient's request for reimbursement.
15. Determine the allowability of costs suspended or disapproved, and issue notice of intent to disallow or not to recognize costs.
16. Perform property administration in accordance with the applicable OMB Circular and the DoDGARs.
17. 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" and forward one copy to the GO.

18. Provide an AGO assessment of the recipient to the GO at the end of the cooperative agreement performance period.
19. Negotiate documents for settlement of partial and complete terminations for convenience
20. Accomplish administrative closeout procedures.
21. Execute modification to deobligate funds.
22. Coordinate and respond to requests for information under the Freedom of Information Act.
23. 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.

### **C. 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 the instructions contained on the form.
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, the original and three copies, to the cognizant AGO for certification that the request is true and correct and all services from the recipient have been provided. 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. However, for reimbursement purposes, program income added to TPC by modification to the cooperative agreement shall be spent prior to incurred costs being charged to DoD or the applicant's share.
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.**

#### **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 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/WH/EOP/OMB/html/circular.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 I., cooperative agreements will be awarded for a base year (of 12 months duration) and three option periods. Each option period will normally be of a 12 month 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 90 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. The Government may at any time prior to the actual exercising of an option , rescind, without obligation, its intent to exercise an option.

**D. 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 signed by an individual authorized to legally bind the applicant.
2. A certification of cost matching funds availability .
3. Sources of program funding document. This document must clearly identify all sources of funding and specify whether or not this funding is “cash “or “in kind”.
4. Current negotiated indirect rate memorandum (if applicable) if your indirect rate has changed from the prior year or a statement that the rate has not changed.
5. The SF 424A “Budget Information – Non-Construction Programs” with supporting documentation. This document 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. DLA Form 1806 with Proposed PTA Program Goals. All goals must be included directly on the DLA Form 1806 “Procurement Technical Assistance Cooperative Agreement Report” and entered in part 7 “Performance Data” of the form in column (3) “Goals”.
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 base year award. The percentage of DoD’s share of total net program cost for any option year shall not be greater than the percentage of DoD’s share of total net 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 no 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.

### **C. 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 incorporate the following clause:

“As a condition for receipt of funds available to the Department of Defense (DoD) under this award, the recipient agrees that it is not an institution of higher education (as defined in 32 CFR Part 216) that has a policy of denying, and that it is not an institution of higher education that effectively prevents, the Secretary of Defense from obtaining for military recruiting purposes: (A) entry to campuses or access to students on campuses; or (B) access to directory information pertaining to students. If the recipient is determined, using procedures in 32 CFR Part 16 to be such an institution of higher education during the period of performance of this agreement, and therefore to be in breach of this clause, the Government will cease all payments of DoD funds under this agreement and all other DoD grants and cooperative agreements to the recipient, and it may suspend or terminate such grants and agreements unilaterally for material failure to comply with the terms and conditions of award.”

### **D. 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.

**E. 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.

**F. 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.

**G. 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. Requirement restricting recipients from establishing, operating, or maintaining value added networks (VAN) or recommending specific VANs for use by their clients.**

1. Cooperative agreement recipients shall not use PTA funds to establish, maintain or operate VANs.
2. Any recommendation of a specific VAN by a PTAC shall carry a disclaimer similar to the following : "Notwithstanding that DLA provides funding for the Procurement Technical Assistance Centers, no recommendation or endorsement by DoD or DLA regarding any Value Added Networks (VANs) is expressed or implied"

**J. 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.

**K. 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.

**L. 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.

**M. 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.

**N. 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 PTACAP.
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.

## **Appendix A**

### **Glossary of Acronyms**

ADR	Alternative Dispute Resolution
AGO	Administrative Grants Officer
BIA	Bureau of Indian Affairs
CBD	Commerce Business Daily
CFR	Code of Federal Regulations
DCMC	Defense Contract Management Command
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 <a href="http://web7.whs.osd.mil/html/32106r.htm">http://web7.whs.osd.mil/html/32106r.htm</a> )
EC	Electronic Commerce
FY	Fiscal Year
GO	Grants Officer
GSA	General Services Administration
HBCU/MI	Historically Black Colleges & Universities/ Minority Institutions
HUBZone	Historically Underutilized Business Zone
JECPO	Joint Electronic Commerce Program Office
NPC	Net Program Cost
OMB	Office of Management and Budget
ONR	Office of Naval Research

OTSB	Other Than Small Business
PL	Public Law
PTA	Procurement Technical Assistance
PTACAP	Procurement Technical Assistance Cooperative Agreement Program
SB	Small Business
SBA	Small Business Administration
SCAA	Solicitation for Cooperative Agreement Application
SDB	Small Disadvantaged Business
SF	Standard Form
TPC	Total Program Cost
WOSB	Woman-Owned Small Business

## APPENDIX B

### FORMS

*Note: SF 425, SF 424A, DLA Form 1806, Form B-3 and the Listing of PTA Personnel Form appear as separate on-line documents.*

#### **Form B-1. Contingent Fee Representation And Agreement Clause**

1. **Representation.** The applicant represents that, except for full-time bona fide employees working solely for the applicant, the applicant –
  - a.  Has,  Has not employed or retained any person or company to solicit or obtain this agreement; and
  - b.  Has,  Has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this agreement any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this agreement.
2. **Agreement.** The applicant agrees to provide information relating to the above Representation as requested by the AGO and, when subparagraph 1a or 1b is answered affirmatively, promptly submit to the AGO, as appropriate –
  - a. A completed Standard Form (SF) 119, Statement of Contingent or Other Fees.
  - b. A signed statement indicating that the SF 119 was previously submitted to the same AGO, with the date and applicable solicitation or cooperative agreement number, and a statement that the prior SF 119 applies to this offer.

#### **Form B-2. Certification of Non-delinquency by Applicant for Federal Assistance.**

Is the applicant delinquent on any Federal debt?

**NO**

**YES**

If “yes”, explain below. (Examples of Federal debt include, but are not limited to, delinquent taxes, audit disallowances, overpayments, or other administrative debts.)

## Sources of Program Funding

**Form B-3** *Note: This form appears here for information purposes only; the actual form must be completed on-line and submitted electronically (see Section IV)*

The sum of items A., B. and C. below must equal the amount entered in block 15 g. of your Standard Form 424. Note that anticipated program income cannot be included as a source of program funding.

**A.** Total of the applicant's portion of the program funding (includes both cash and in-kind contributions):

\$ \_\_\_\_\_.

Of the total amount appearing in A. above, indicate the amount that is:

1. **Cash** from the applicant: \$ \_\_\_\_\_.

2. **Cash** from third party sources  
(identify third party sources and amount from each below):

\$ \_\_\_\_\_.

<i>Third party cash source</i>	<i>Amount</i>
_____	_____
_____	_____
_____	_____
_____	_____
Additional lines will generate as needed	

3. **Total in-kind contributions** from the applicant: \$ \_\_\_\_\_.

<i>Description</i>	<i>Value Assigned*</i>
_____	_____
_____	_____
_____	_____
_____	_____
Additional lines will generate as needed	

4. **Total in-kind contributions** from third party sources (itemize below): \$ \_\_\_\_\_.

<i>Description and source</i>	<i>Value Assigned*</i>
_____	_____
_____	_____
_____	_____
_____	_____
Additional lines will generate as needed	

**\*Note: The dollar value assigned to all in-kind contributions shall be in accordance with the DoDGARs.**

B. Other authorized Federal funds: \$\_\_\_\_\_.  
*(Grants Officer may require additional documentation concerning these type funds)*

C. Total DoD funds being requested by this application: \$\_\_\_\_\_.

# Proposed Service Area

## Form B-4

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.

<b>County or equivalent</b> 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.

**Form B-4C 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.

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

