



OFFICE OF ECONOMIC ADJUSTMENT  
2231 CRYSTAL DRIVE, SUITE 520  
ARLINGTON, VA 22202



JUN 06 2016

FAIN: HQ00051610178  
OEA Locator: ST1603-16-01  
State of Hawaii (DIA)

(b)(6)

Executive Director  
State of Hawaii Department of Labor  
and Industrial Relations  
830 Punchbowl Street, Room 420  
Honolulu, HI 96813-5080

(b)(6)

I am pleased to inform you of the approval of Federal grant funds from the Office of Economic Adjustment (OEA), a field activity of the U.S. Department of Defense. Congratulations on this accomplishment. The OEA award package contains specific guidance about the various requirements that will occur during the life cycle of this grant and consists of the following documents:

1. Notice of Award (attached);
2. National Policy Terms and Conditions (attached);
3. OEA General Terms and Conditions (attached);
4. OEA Program-Specific Terms and Conditions (attached).

I advise you to carefully review all of the documents. If the provisions are acceptable, please sign the Notice of Award using our online system.

You may direct questions regarding the OEA award to the contacts provided in the Notice of Award. We look forward to working with you.

Sincerely,

Patrick J. O'Brien  
Director  
Office of Economic Adjustment

Attachments:  
As Stated

# Office of Economic Adjustment

## Department of Defense

### Notice Of Award

**1.FEDERAL AWARDING AGENCY**

U.S. DEPARTMENT OF DEFENSE  
OFFICE OF ECONOMIC ADJUSTMENT  
2231 CRYSTAL DRIVE, SUITE 520  
ARLINGTON, VA 22202

**2.INSTRUMENT TYPE:**

Grant Agreement

**3.AWARD TYPE**

Non-Construction

**4.TYPE OF ACTION:**

New Award

**5.FEDERAL AWARD DATE:****6.AWARDED TO:**

State of Hawaii  
830 Punchbowl Street Room 420  
Honolulu HI  
96813

**7.PRINCIPAL INVESTIGATOR**

(b)(6)  
Senior Accountant  
830 Punchbowl Street Honolulu  
(b)(6)

**8.UNIQUE ENTITY IDENTIFIER:**

949978845

**9.OEA AWARD NUMBER:**

ST1603-16-01

**10.FEDERAL AWARD IDENTIFICATION NUMBER:**

HQ00051610178

**11.PROGRAM TYPE:**

Defense Industry Adjustment

**12.AMENDMENT NUMBER:****13.REGULATORY AUTHORITY:**

2 CFR 200

**14.PERIOD OF PERFORMANCE:**

07/01/2016 - 06/30/2017

**15.STATUTORY AUTHORITY:**

10. U.S. Code § 2391

**16.CFDA NUMBER AND TITLE:**

12.617 Economic Adjustment Assistance for State Governments

**17.TITLE AND DESCRIPTION:**

State of Hawaii Defense Sector Communications Directory, Supply Chain Map, and Action Plan Development

**18.BUDGET SUMMARY**

	FEDERAL	NON-FEDERAL	TOTAL APPROVED BUDGET
PREVIOUSLY OBLIGATED	\$0.00	\$0.00	\$0.00
OBLIGATED BY THIS ACTION	\$763,856.00	\$85,320.00	\$849,176.00
INDIRECT COSTS: 0%% OF \$0.00	\$0.00	\$0.00	\$0.00
TOTAL OBLIGATED ON AWARD	\$763,856.00	\$85,320.00	\$849,176.00
GRANT TOTAL	\$765,856.00	\$85,320.00	\$849,176.00

**19.FEDERAL AGENCY POINTS-OF-CONTACT**

GRANTS MANAGEMENT SPECIALIST:	PROJECT MANAGER:
Catherine Kramer (b)(6)	Sigmund Csicsery (b)(6)

**20.TERMS AND CONDITIONS**

The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the Federal awarding agency will make the full text available, or they can be found as described below.

The following documents may be found at:

<http://www.oea.gov/grants/information/management>.

National Policy Requirements  
General OEA Terms and Conditions  
Program-Specific Terms and Conditions

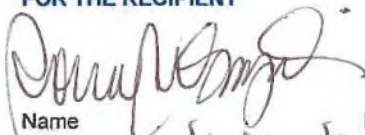
**21.AWARD PERFORMANCE GOALS**

REPORTING TYPE	FREQUENCY	DUE DATE
Performance Report	Quarterly	2016-10-31
Performance Report	Quarterly	2017-01-31
Performance Report	Quarterly	2017-04-30
Performance Report	Quarterly	2017-07-31
Final Performance Report	Quarterly	2017-09-30
Federal Financial Report	Quarterly	2017-09-30

## 22.AFFIRMATION OF AWARD

By signing this agreement, the Authorized Representative assures that the recipient will carry out the project/program described in its application and will comply with the terms and conditions and other requirements of this award.

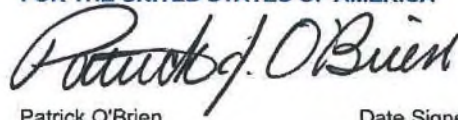
### FOR THE RECIPIENT

  
Name  
Title Executive Director  
OCS

Date Signed

6/9/2016

### FOR THE UNITED STATES OF AMERICA

  
Patrick O'Brien  
Award Official

Date Signed

6/6/2016

(b)(6)





# Office of Economic Adjustment

Department of Defense

## Notice Of Award

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Catherine Kramer

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**PROJECT MANAGER:**

Sigmund Csicsery

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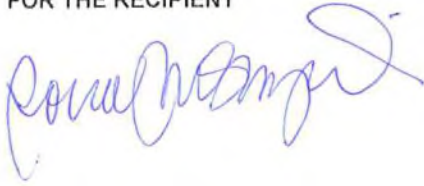
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FOR THE RECIPIENT



(b)(6)

Name

Date Signed

Title

EXECUTIVE  
DIRECTOR, OCS

2016.06.23

FOR THE UNITED STATES OF AMERICA



Patrick O'Brien  
Award Official

Date Signed

2016-06-06



**U. S. DEPARTMENT OF DEFENSE  
OFFICE OF ECONOMIC ADJUSTMENT  
GENERAL ASSISTANCE AGREEMENT  
TERMS AND CONDITIONS  
April 2016**

This award is governed by the guidance in 2 Code of Federal Regulations (CFR) Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” as modified and supplemented by the Department of Defense's (DoD) interim implementation found at 2 CFR Part 1103, “Interim Grants and Cooperative Agreements Implementation of Guidance in 2 CFR Part 200” (79 Federal Register 76047, December 19, 2014), all of which are incorporated herein by reference, and OEA’s Terms and Conditions as stated in this award. All applicable Federal statutes and regulations are posted on OEA’s website at [www.oea.gov](http://www.oea.gov).

Provisions of Chapter I, Subchapter C of Title 32, CFR, “DoD Grant and Agreement Regulations,” other than parts 21, 22, 32, 33, and 37, continue to be in effect and are incorporated herein by reference, with applicability as stated in those provisions.

**ORDER OF PRECEDENCE**

Any inconsistencies in the requirements of this award shall be resolved in the following order:

- A. Federal statutes
- B. Federal regulations
- C. 2 CFR part 200, as modified and supplemented by DoD's interim implementation found in 2 CFR part 1103
- D. Award-specific terms and conditions

In case of disagreement with any requirements of this award, the recipient shall contact the grants officer in order to resolve the issue. The recipient shall not assess any costs to the award or accept any payments until the issue is resolved.

**ARTICLES**

- A. Grant Payments**
- B. Personnel**
- C. Prior Written Approval**
- D. Overpayments**
- E. Grantee Contributions**
- F. Reimbursement for Travel**
- G. Use of Consultants/Contractors**
- H. Contractor Deliverables**
- I. Post-Award Monitoring**
- J. Prohibited Activities**
- K. Audits**
- L. Reporting Requirements for Subaward and Executive Compensation**
- M. Recipient Integrity and Performance Matters**
- N. Requirement to Post an Abstract**

- O. Prohibition on Using FY 15 Funds under Grants with Entities that Require Certain Internal Confidentiality Agreements**
- P. Compliance**

## **A. Grant Payments**

- (1) All payments shall be made by funds transfers to the bank account registered in System for Award Management (SAM) at <https://www.sam.gov/portal/SAM/>. The Grantee agrees to maintain its registration in SAM including information necessary to facilitate payment via Electronic Funds Transfer (EFT). Should a change in registry or other incident necessitate the payment to an account other than that maintained in SAM, it is the Grantee's responsibility to notify the Federal Agency Points-of Contact identified in Block #19 of the Notice of Award, and obtain a modification to this Grant reflecting the change. The Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of a Grantee's failure to maintain correct/current EFT information within its SAM registration.
- (2) There are two Standard Forms for payment according to the type of grant awarded. These forms are available on the web at:  
[https://www.whitehouse.gov/omb/grants\\_forms](https://www.whitehouse.gov/omb/grants_forms).  
The forms are in Adobe Acrobat Pro format and are "fillable". This will allow you to type into the form and as data is entered, the form will autofill and calculate sums.

### **For Non-Construction Grantees:**

Grantees with non-construction grants should complete and sign Standard Form (SF) 270, "Request for Advance or Reimbursement". The instructions for this form are on the 2nd page of the .pdf file. Upon completion the please print, and sign the form. The signed form should be scanned and saved as a .pdf file.

### **For Construction Grantees:**

Grantees with construction grants should complete Standard Form (SF) 271, "Outlay Report and Request for Reimbursement for Construction Programs". The instructions for this form are on the 2nd page of the .pdf file. Upon completion the please print, and sign the form. The signed form should be scanned and saved as a .pdf file.

### **Submission:**

Once the correct form is completed, signed, and scanned as a .pdf, the Grantee should attach it to an email and submit it via email to:

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### **Inquiries:**

After submission, all inquiries into the status of a grant payment should be directed to the OEA Project Manager. Generally grantees are paid within 10 business days after submission to Defense Finance and Accounting Service (DFAS). We recommend you allow 10 business days after submission of a payment before following up with your Project Manager.

## **B. Personnel**

The Grantor must approve or disapprove the selection of key personnel as identified in the application and/or this Agreement. Any new hires or changes in key personnel require prior written approval from the Grantor. Resumes, in sufficient detail to reveal the experience, education, and other general and specific qualifications for the position, must be submitted to the Grantor for its consent prior to approval of a candidate.

## **C. Prior Written Approval**

Any changes in the project/program described in the application to include those identified below require prior written approval from OEA in the form of an amendment request:

- (1) Changes in the specific activities described in the application.
- (2) Changes in key personnel as specified in the application and/or this agreement.
- (3) Changes in the scope of work contained in any solicitation and/or request for proposals.
- (4) Need for additional Federal funds or changes in the non-Federal match.
- (5) Budget reallocations that exceed 10 percent of the total budget among approved direct cost categories or are transferred to new budget line items.
- (6) Changes in indirect cost rates or recertification of expired indirect cost rates during the project period unless otherwise specified in this grant agreement.
- (7) Requests to purchase equipment (including software) with an estimated acquisition cost of more than \$5,000.
- (8) Requests to use Federal and/or non-Federal match funds for food and/or beverages in conjunction with meeting costs.

## **D. Overpayments**

- (1) Any Grant funds advanced or paid and not needed for approved grant purposes shall be reported immediately to the Grantor. Grantees are to submit payments, including refunds or reimbursements, directly to the Grantor's Fiscal Agent, the Defense Finance and Accounting Service (DFAS) Cleveland through one of the following methods:



- (a) Via ACH with the following information:

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- (b) Via Wire with the following information:

Bank Name: US Treasury

City: New York, NY

Country: USA

(b)(6)

- (2) The Grantor will not accept any paper checks or returned funds directly.

**E. Grantee Contributions**

Contributions to this project by non-Grantor sources are expected to be paid out at the same general rate as Grant funds.

**F. Reimbursement for Travel**

Reimbursement for travel (transportation, food, and lodging) in the performance of Grant activities shall be consistent with those normally allowed in like circumstances in the non-Federally sponsored activities of the Grantee. Grantees may follow their own established rate but any travel allowance policies in excess of Federal limits must receive prior approval from the Grantor.

**G. Use of Consultants/Contractors**

- (1) The scope of work contained in any solicitation and/or request for proposals must be reviewed and approved by OEA prior to issuance.
- (2) Procurement of consultant or contractor services shall be in accordance with all standards and procedures set forth in 2 CFR Part 200. The following terms are intended merely to highlight some of these standards and are, therefore, not inclusive.
- (3) All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition.
- (4) Formal advertising, with adequate purchase description, sealed bids, and public openings, shall not be required for small purchase procurements that are less



than the simplified acquisition threshold, currently set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 in accordance with 41 U.S.C. 1908 as \$150,000 unless otherwise required by State or local law or regulation. If small purchase procedures are used, price or rate quotations shall be obtained. Micro-purchases of supplies or services, the aggregate amount of which does not exceed the micro-purchase threshold currently set by the Federal Acquisition Regulation at \$3,000 may be used in order to expedite the completion of lowest-dollar small purchase transactions.

- (5) The Grantee shall maintain a code of standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal Grant funds. Grantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from a contractor or potential contractors. To the extent permissible by State or local law, rules, or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by the Grantee's officers, employees, or agents, or by contractors.
- (5) The Grantee shall ensure that every consultant and every contractor it employs under the Grant complies with the terms of this Agreement as though the consultant or contractor were a party to this Agreement.
- (6) The Grantee is the responsible authority, without recourse to the Grantor, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of the Grant.

#### **H. Contractor Deliverables**

- (1) A disclaimer statement will appear on the title page of any study prepared under this Grant. It will read:

“This study was prepared under contract with the , **(The Grantee should insert its legal name into this space)**, with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of the **(The Grantee should insert its legal name into this space)** and does not necessarily reflect the views of the Office of Economic Adjustment.”
- (2) The contractor identification will appear on the title page of the study funded by this grant.
- (3) Any final study shall be submitted electronically. The document will be dated the month and year that it is submitted to the Grantor.

#### **I. Post-Award Monitoring**

- (1) Grantee Reporting

- (a) The Grantee shall provide interim performance reports and a final performance report. The performance reports will contain information on the following:
  - a. A comparison of actual accomplishments to the objectives established for the period.
  - b. The reasons for slippage if established objectives were not met.
  - c. Additional pertinent information when appropriate.
  - d. An accounting, by the budget line items approved for this project, of expenses incurred during the reporting period, including the amount of Grant funds on hand at the beginning and end, and non-Grantor share of contributions over the term.
  - e. The final performance report must contain a summary of activities for the entire Grant period. All required deliverables should be submitted with the final performance report.
- (b) The final SF 425, "Federal Financial Report," shall be submitted to the Grantor within 90 days after the end date of the Grant. Any Grant funds actually advanced and not needed for Grant purposes shall be reported immediately to the Grantor and returned to the Grantor's Fiscal Agent in accordance with the guidance provided in Section V.E. of this Agreement.
- (c) The enclosed "Schedule of Reports" provides reporting periods and dates due for this award.
- b. The Grantor reserves the right to conduct on-site reviews and/or off-site desk reviews to confirm compliance with programmatic and administrative terms and conditions.

#### **J. Prohibited Activities**

- (1) Duplication of Work: The purpose and scope of work for which this Agreement is made shall not duplicate programs for which moneys have been received, are committed, or are applied for from other sources, public or private. Upon request of the Grantor, the Grantee shall submit full information about related programs that will be initiated within the Grant period.

- (2) Other Funding Sources: Grantor's funds budgeted or granted for this program shall not be used to replace any financial support previously provided or assured from any other source.
- (3) The Grantee is prohibited from using funds provided from this Grant or personnel employed in the administration of this program for political activities, sectarian or religious activities, lobbying, political patronage, or nepotism activities.
- (4) Grant funds may not be used for marketing or entertainment expenses.
- (5) Grant funds may not be used for capital assets, such as the purchase of vehicles, improvements and renovation of space, and repair and maintenance of privately owned vehicles.

#### **K. Audits**

- (1) The Grantee agrees to comply with audit requirements as specified in 2 CFR Part 200, Subpart F.
- (2) The Grantee shall provide any audit with findings related to this award, with copies of the reporting package (including corrective action plans), management letters issued by an auditor, and audit working papers, to the Grantor.
- (3) The Grantor will seek to issue a management decision to the Grantee within six months of receipt of an audit report with findings, and the Grantee shall take timely and corrective action to comply with the management decision.
- (4) The Grantor reserves the right to conduct an independent follow-up audit.

#### **L. Reporting Subawards and Executive Compensation**

##### **I. Reporting Subawards and Executive Compensation.**

##### **a. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

##### **2. Where and when to report.**

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

**b. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

**c. Reporting of Total Compensation of Subrecipient Executives.**

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the



names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;



- iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_ .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## **M. Recipient Integrity and Performance Matters**

### **A. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE**

#### *1. General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

#### *2. Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### *3. Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

### *4. Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### *5. Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**N. Requirement to Post an Abstract**

Pursuant to the requirements of Section 8123 of the Department of Defense Appropriations Act, 2015, the Grantee is hereby informed that the Office of Economic Adjustment is required to post a publicly releasable abstract statement that describes the project or program supported by this Grant, in terms that the public can understand, to a Department of Defense website. By signing this award agreement, the Grantee accepts this requirement and confirms OEA may publicly release and post an abstract obtained from the Grantee's grant application to a Department of Defense website.

**O. Prohibition on Using FY 15 Funds under Grants with Entities that Require Certain Internal Confidentiality Agreements**

- (a) The recipient shall not require employees, contractors or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department of agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
  - (1) Will prohibit the recipient's use of any FY 2015 funds under this award, in accordance with section 743 of Division E, Title VIII of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L 113-235); and
  - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions

## **P. Compliance**

OEA may suspend or terminate this Agreement in whole, or in part, if the Grantee materially fails to comply with any term or condition of this Agreement. The Grantee shall not incur new obligations for the terminated portions after receiving notice of the termination, and shall cancel as many outstanding obligations as possible. Additional enforcement remedies for non-compliance and termination provisions, in 2 CFR Part 200 apply to this award. The decision of the Grantor in interpreting the Terms and Conditions of this Agreement shall be final.



## **I. NATIONAL POLICY REQUIREMENTS**

### **NP Article I. Nondiscrimination national policy requirements. (OCTOBER 2015)**

**Section A. Cross-cutting nondiscrimination requirements.** By signing this agreement or accepting funds under this agreement, you assure that you will comply with applicable provisions of the national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.
2. On the basis of gender, blindness, or visual impairment, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DoD regulations at 32 CFR part 196.
3. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
4. On the basis of disability, in the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
5. On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) related to physically handicapped persons' ready access to, and use of, buildings and facilities for which Federal funds are used in design, construction, or alteration.

**Section B. Other nondiscrimination requirements. RESERVED.**

### **NP Article II. Environmental national policy requirements. (OCTOBER 2015)**

**Section A. Cross-cutting environmental requirements.** You must:

1. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.).
2. Immediately identify to us, as the Federal awarding agency, any potential impact that you find this award may have on:
  - a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NEPA.

- b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
  - c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.).
  - d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
  - e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
  - f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).
3. Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in buildings owned by the Federal Government or housing receiving Federal assistance.

**Section B. Other environmental requirements. RESERVED.**

**NP Article III. National policy requirements concerning live organisms. (OCTOBER 2015)**

**Section A. Cross-cutting requirements concerning live organisms. You must:**

- 1. **Human subjects.** You must protect the rights and welfare of individuals that participate as human subjects in research under this award in accordance with DoD regulations at 32 CFR part 219 and DoD Instruction 3216.2.
- 2. **Animals.**
  - a. You must comply with applicable provisions of Department of Agriculture rules at 9 CFR parts 1-4 and DoD Instruction 3216.1, which implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156) and provide for humane transportation, handling, care, and treatment of animals used in research, experimentation, testing, or training under this award. You may not begin any animal work under the award that the awarding DoD Component has not reviewed and approved, as specified in paragraph 2.d of Enclosure 3 to DoD Instruction 3216.1.

- b. Your animal care program must meet the standards set forth in the National Academy of Sciences publication “Guide for the Care and Use of Laboratory Animals” (eighth edition, 2011, which may be found currently at <http://www.nap.edu/catalog/12910/guide-for-the-care-and-use-of-laboratory-animals-eighth>).
- c. You must immediately identify to us, as the Federal awarding agency, any potential impact that you find this award may have on endangered species, as defined by the Endangered Species Act of 1973, as amended (“the Act,” 16 U.S.C. 1531-1543), and implementing regulations of the Departments of the Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227). You also must provide any help we may need to comply with 16 U.S.C. 1536(a) (2). This is not in lieu of responsibilities you have to comply with provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this award.

**Section B. Other requirements concerning live organisms. RESERVED.**

**NP Article IV. Other national policy requirements. (OCTOBER 2015)**

**Section A. Cross-cutting requirements.**

1. **Debarment and suspension.** You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR part 180, as adopted by DoD at 2 CFR part 1125. This includes requirements concerning your principals under this award, as well as requirements concerning your procurement transactions and subawards that are implemented in PROC Articles I through III and SUB Article II.

2. **Drug-free workplace.** You must comply with drug-free workplace requirements in Subpart B of 32 CFR part 26, which is the DoD implementation of 41 U.S.C. Chapter 81, “Drug-Free Workplace.”

3. **Lobbying.**

- a. You must comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DoD at 32 CFR part 28, and submit all disclosures required by that statute and regulation.
- b. You must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.
- c. If you are a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), you may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., chapter 26). If we determine that you have engaged in lobbying activities, we will cease all payments to

you under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions.

4. **Officials not to benefit.** You must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 6306.

5. **Hatch Act.** If applicable, you must comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508) concerning political activities of certain State and local government employees, as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

6. **Native American graves protection and repatriation.** If you control or possess Native American remains and associated funerary objects, you must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

7. **Fly America Act.** You must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the “Fly America Act,” and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

8. **Use of United States-flag vessels.** You must comply with the following award term specified by the Department of Transportation at 46 CFR 381.7, in regulations implementing the Cargo Preference Act of 1954:

- a. Pursuant to Pub. L. 83-664 (46 USC 55305), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.
- b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 98.a of this section shall must be furnished to both our award administrator (through you in the case of your contractor’s bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

9. **Research misconduct.** You must comply with requirements concerning research misconduct in Enclosure 4 to DoD Instruction 3210.7, “Research Integrity and Misconduct.” The Instruction implements the Government wide research misconduct policy that the Office of Science and



Technology Policy published in the Federal Register (65 FR 76260, December 6, 2000), available through the U.S. Government Printing Office web site:

<http://www.gpo.gov/fdscys/browse/collection.action?Code=FR>).

**10. Requirements for an Institution of Higher Education Concerning Military Recruiters and Reserve Officers Training Corps (ROTC).**

- a. As a condition for receiving funds available to the DoD under this award, you agree that you are not an institution of higher education (as defined in 32 CFR part 216) that has a policy or practice that either prohibits, or in effect prevents:
  - (1) The Secretary of a Military Department from maintaining, establishing, or operating a unit of the Senior Reserve Officers Training Corps(ROTC)—in accordance with 10 U.S.C. 654 and other applicable Federal laws—at that institution (or any subelement of that institution);
  - (2) Any student at that institution (or any subelement of that institution) from enrolling in a unit of the Senior ROTC at another institution of higher education.
  - (3) The Secretary of a Military Department or Secretary of Homeland Security from gaining access to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting in a manner that is at least equal in quality and scope to the access to campuses and to students that is provided to any other employer; or
  - (4) Access by military recruiters for purposes of military recruiting to the names of students (who are 17 years of age or older and enrolled at that institution or any subelement of that institution); their addresses, telephone listings, dates and places of birth, levels of education, academic majors, and degrees received; and the most recent educational institutions in which they were enrolled.
  - (5) If you are determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this award, we:
    - (a) Will cease all payments to you of DoD funds under this award and all other DoD grants and cooperative agreements; and
    - (b) May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

**11. Historic preservation. You must identify to us any:**

- a. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16



U.S. C. 470f), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," [3 CFR, 1971-1975 Comp., p. 559].

- b. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help we may need, with respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1, et seq.).

**12. Relocation and real property acquisition.** You must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

**13. Confidentiality of patient records.** You must keep confidential any records that you maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

**14. Pro-Children Act.**

You must comply with applicable restrictions in the Pro-Children Act of 1994 (Title 20, Chapter 68, Subchapter X, Part B of the U.S. Code) on smoking in any indoor facility:

- a. Constructed, operated, or maintained under this award and used for routine or regular provision of kindergarten, elementary or secondary education or library services to children under the age of 18.
- b. Owned, leased, or contracted for and used under this award for the routine provision of federally funded health care, day care, or early childhood development (Head Start) services to children under the age of 18.

**15. Constitution Day.** You must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.

**16. Trafficking in persons.** You must comply with requirements concerning trafficking in persons specified in the award term at 2 CFR 175.15(b), as applicable.

**17. Whistleblower protections.** You must comply with 10 U.S.C. 2409, including the:

- a. Prohibition on reprisals against employees disclosing certain types of information to specified persons or bodies; and

- b. Requirement to notify your employees in writing, in the predominant native language of the workforce, of their rights and protections under that statute

**U.S. DEPARTMENT OF DEFENSE  
OFFICE OF ECONOMIC ADJUSTMENT  
GRANT PROGRAM-SPECIFIC  
TERMS AND CONDITIONS  
Effective April 2016**

The Office of Economic Adjustment's 'Notice of Award' consists of a 2-page form with numbered sections. Grantees should refer to the following section numbers to determine applicability: Section 3 for Award Type; Section 11 for Program Type; and Section 16 for CFDA Number and Title.

I. COMMUNITY INVESTMENT (Construction Grants)

CFDA 12.600, Community Investment includes four program areas:

- Public Schools on Military Installations
- Military Medical Center Access Improvement Program
- Civilian Infrastructure Investments on the Territory of Guam
- New and ongoing Congressionally Directed projects

The following program-specific terms and conditions are applicable to CFDA number 12.600, Community Investment:

- A. The Grantee agrees to retain ownership of the new, expanded, or renovated facility and to insure, operate, and maintain or replace the facilities to the same standard and conditions as any other Grantee-owned property, to include scheduling and funding necessary maintenance, expansion, an/or replacement of the improved real property, on the same basis as any other Grantee-owned property and facilities.
- B. The authorized purpose of the real property funded under the Grant award is to serve as an educational facility. In the event that real property funded under the Grant award is no longer needed for this original authorized purpose, the Grantee must obtain disposition instructions from the Office of Economic Adjustment prior to taking any disposition action.
- C. Grantee agrees to provide educational programs and services on the same basis as such programs are made available at any other Grantee-operated facility. The Grantee may not charge students or school personnel for the ordinary use of facilities, furnishing, or equipment purchased with Grant funds.
- D. The Grantee shall administer and supervise implementation of the project, maintaining competent architectural supervision and inspection at the project site to ensure the work conforms to the approved drawings and specifications.

- E. Project underrun amounts shall be added to the Contingencies line item. In the event the final project cost is less than the currently estimated total project cost, the amount of matching share funds shall be unchanged and the grant amount will be reduced, accordingly.
- F. In the event the final project cost exceeds the currently estimated total project cost, the Grantee may be required to provide the additional funding needed to complete the project.
- G. The Grantee will abide by the Project Development Time Schedule. Failure to meet the Project Development Time Schedule, as identified in section IX.D, is considered a violation of the Grant Agreement and may result in action by the Grantor to suspend and/or terminate the Grant. The Project Development Time Schedule may only be extended as a result of a written request from the Grantee and a written approval by the Grantor.

#### H. Deliverables

- (1) Prior to the start of construction, the Grantee shall provide to the Grantor evidence of adequate access and site control to permit necessary construction, renovation, repair, expansion, demolition and/or swing space activities as well as operation and maintenance of the completed facility.
- (2) The Grantee will provide the Grantor with a copy of the certificate of occupancy for the completed facility issued by the appropriate jurisdiction.
- I. The Grantee understands that, as of the date of this Grant Agreement, the Grantor has not satisfied the requirements of the National Environmental Policy Act. The Grantee consequently shall not proceed with construction or undertake any other ground-disturbing project activities prior to receiving written notice from the Grantor that the requirements of the National Environmental Policy Act have been met. This restriction does not apply to project design, development of environmental information, administrative activities, securing permits, or other activities that present no risk of irreparable injury to the environment.

## II. FORCE REDUCTION (Non-Construction Grants)

### CFDA 12.604, Community Economic Adjustment Assistance for Reductions in Defense Spending

- A. The Grantee is restricted from using Office of Economic Adjustment grant funds on the following activities:
  - 1. Construction;
  - 2. International travel;

3. Activities otherwise eligible for or funded through other Federal grant programs; and
4. Activities that seek to reverse or oppose Defense spending reductions.

III. BASE, REALIGNMENT, AND CLOSURE (Non-Construction Grants)

CFDA 12.607, Community Economic Adjustment Assistance for Establishment, Expansion, Realignment, or Closure of a Military Installation

- A. The Grantee is restricted from using Office of Economic Adjustment grant funds on the following activities:
1. Construction;
  2. International travel;
  3. Activities otherwise eligible for or funded through other Federal grant programs; and
  4. Activities that seek to reverse or oppose Defense spending reductions.

IV. JOINT LAND USE STUDY (Non-Construction)

CFDA 12.610, Community Economic Adjustment Assistance for Compatible Use and Joint Land Use Studies

- A. The Grantee will adhere to the Terms & Conditions included in Section 20 of the Notice of Award.

V. DEFENSE AND INDUSTRY ADJUSTMENT (Non-Construction)

The Defense Industry Adjustment Grant Program consists of three (3) CFDA Numbers:

- 12.611, Community Economic Adjustment Assistance for Reductions in Defense Industry Employment;
- 12.614, Community Economic Adjustment Assistance for Advance Planning and Economic Diversification; and
- 12.617, Economic Adjustment Assistance for State Governments.

The following program-specific terms and conditions are applicable:

A. Business Relocation Provision

Funds provided under this award may not be used to directly identify or assist a business, including a business expansion, in the relocation of a plant, facility, or



operation from one Labor Market Area (LMA) to another if the relocation is likely to result in the loss of jobs in the LMA from which the relocation occurs.

- B. The Grantor reserves the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes. Examples of a Federal purpose include but are not limited to: (1) Use by OEA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in DOD documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; and (5) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of OEA's authorization to the other grantee to use the copyrighted works or other data.

VI. RESEARCH AND TECHNICAL ASSISTANCE (Non-Construction)

CFDA 12.615, Research and Technical Assistance

- A. The Grantee will adhere to the Terms & Conditions included in Section 20 of the Notice of Award.