



**US Army Corps
of Engineers**



BROAD AGENCY ANNOUNCEMENT (BAA)

FOR

National Shoreline Erosion Control Development
Program
Section 227

<http://limpet.wes.army.mil/sec227>

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VICKSBURG CONSOLIDATED CONTRACTING OFFICE
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PREFACE

The U.S. Army Engineer Research and Development Center (ERDC) includes the **Coastal and Hydraulics Laboratory (CHL)**, the Geotechnical/Structures Laboratory (GSL), the Environmental Laboratory (EL) and the Information Technology Laboratory (ITL) in Vicksburg, Mississippi, the Cold Regions Research and Engineering Laboratory (CRREL) in Hanover, New Hampshire, the Construction Engineering Research Laboratories (CERL) in Champaign, Illinois, and the Topographic Engineering Center (TEC) in Alexandria, Virginia. The ERDC is responsible for conducting research in the broad fields of hydraulics, dredging, coastal engineering, instrumentation, oceanography, remote sensing, geotechnical engineering, earthquake engineering, soil effects, vehicle mobility, self-contained munitions, military engineering, geophysics, pavements, protective structures, aquatic plants, water quality, dredged material, treatment of hazardous waste, wetlands, physical/mechanical/chemical properties of snow and other frozen precipitation, infrastructure and environmental issues for installation, computer science, telecommunications management and business automation, graphic arts and printing, library services, and records management. This research is conducted by Government personnel and by contract with educational institutions, non-profit organizations and private industries.

The provisions of the Competition in Contracting Act of 1984 (P.L. 98-369) as implemented in the Federal Acquisition Regulation provide for the issuance of a Broad Agency Announcement (BAA) as a means of soliciting proposals for basic and applied research and that part of development not related to the development of a specific system or hardware procurement. BAAs may be used by agencies to fulfill their requirements for scientific study and experimentation directed toward advancing the state-of-the-art or increasing knowledge or understanding rather than focusing on a specific system or hardware solution. The BAA shall only be used when meaningful proposals with varying technical/scientific approaches can be reasonably anticipated. "Basic Research" is defined as research directed toward increasing knowledge in science with the primary aim being a fuller knowledge or understanding of the subject under study, rather than any practical application of that knowledge. "Applied Research" is the effort that normally follows basic research, but may not be severable from the related basic research; attempts to determine and exploit the potential of scientific discoveries or improvements in technology, materials, processes, methods, devices, or techniques; and attempts to advance the state-of-the-art.

"Development" is defined as the systematic use of scientific and technical knowledge in the design, development, testing, or evaluation of a potential new product or service (or of an improvement in an existing product or service) to meet specific performance requirements or objectives. It includes the functions of design engineering, prototyping, and engineering testing; it excludes subcontracted technical effort that is for the sole purpose of developing an additional source for an existing product. This announcement must be general in nature, identify the areas of research interest, include criteria for selecting proposals, and solicit the participation of all offerors capable of satisfying the Government's needs. The proposals submitted under this BAA will be subject to peer or scientific review. Proposals that are selected for award are considered to be the result of full and open competition and in full compliance with the provisions of PL 98-369, the Competition in Contracting Act of 1984.

Proposals from U. S. Government facilities and organizations will not be considered under this program announcement.

PERSONS SUBMITTING PROPOSALS ARE CAUTIONED THAT ONLY A CONTRACTING OFFICER MAY OBLIGATE THE GOVERNMENT TO ANY AGREEMENT INVOLVING EXPENDITURE OF GOVERNMENT FUNDS.

ERDC encourages Historically Black Colleges and Universities (HBCUs), Minority Institutions (MIs), small business concerns, women owned businesses, and small disadvantaged business concerns to submit research proposals for consideration.

The Offeror, by submission of an offer or execution of a contract in response to this solicitation, certifies that the Offeror is not debarred, suspended, declared ineligible for award of public contracts, or proposed for debarment pursuant to FAR 9.406-2. If the Offeror cannot so certify, or if the status of the Offeror changes prior to award, the Offeror must provide detailed information as to its current status.

Please contact Davita S. Baloue, Vicksburg Consolidated Contracting Office, 601-631-7251, davita.s.baloue@mvk02.usace.army.mil, Lynniese Cosey, Vicksburg Consolidated Contracting Office, 601-631-7252, Lynniese.Cosey@mvk02.usace.army.mil, or Shirley M. Wilson, Vicksburg Consolidated Contracting Office, 601-631-5349, Shirley.m.Wilson@mvk02.usace.army.mil if you have questions concerning submittal or contractual requirements.

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PART I

BACKGROUND AND RESEARCH INTEREST

I. Background

The U.S. Army Engineer Research and Development Center (ERDC) **COASTAL AND HYDRAULICS LABORATORY (CHL)**, has nationally and internationally recognized engineering and scientific expertise related to inland waterways and the estuarine and coastal zones. CHL has world-class capabilities in prototype data collection, experimental research and numerical modeling and simulation of processes involving water levels, current, winds, waves and tides, and their interaction with sediments and structures. Specific and unique expertise exist in the engineering, hydrodynamics, sediment transport, dredging and dredged material disposal, physical processes associated with environmental analyses, groundwater modeling, military hydrology, harbor engineering, and riverbank and shore protection. CHL has the Tri-Service Reliance mission for Logistics-Over-the Shore (LOTS) for Sustainment Engineering. The Shore Protection Manual, which is internationally recognized as a source of knowledge of the coastal engineering profession, originally developed by Coastal Engineering Research Center (CERC), is being replaced by the Coastal Engineering Manual by CHL.

Research is performed in the areas of hydraulic structures such as locks, dams, outlet works, control gates, stilling basins, spillways, channels, fish handling systems, and pumping stations, flood control channels; navigation channels; riverine and estuarine hydrodynamics and transport processes; groundwater; hydrology; dredging-related equipment; and on coastal problems related to shoreline protection; beach erosion; navigation; sedimentation; inlet stabilization; and construction, operation and maintenance of coastal structures (break-water, jetties, groins, seawalls, etc.). Major areas of interest include coastal hydrodynamics (wind waves, tides, currents, wind related water levels); coastal sedimentation (longshore transport, inlet sedimentation); coastal geology and geomorphology; design and stability of coastal structures; and interaction of structures and coastal processes. Other activities include descriptions of coastal processes; theoretical studies; numerical and physical model techniques; data collection and analysis techniques; development of laboratory and prototype instrumentation and equipment.

CHL is coordinating the **National Shoreline Erosion Control Development and Demonstration Program**. The Program was authorized under Section 227 of the Water Resources and Development Act of 1996. The focus of Section 227 is the demonstration of prototype-scale "innovative" or "non-traditional" methods of coastal shoreline erosion abatement.

In general, requirements of the erosion control program shall include provisions for

(A) projects consisting of planning, designing, and constructing prototype engineered and vegetative methods of erosion control;

(B) adequate monitoring of the prototypes throughout the duration of the erosion control program;

(C) detailed engineering and environmental reports on the results of each demonstration project carried out under the erosion control program; and

(D) technology transfer to private property owners and State and local entities.

The projects carried out under the erosion control program shall emphasize, to the extent practicable

(A) the development and demonstration of innovative technologies;

(B) efficient designs to reduce erosion or retain beachfill at a shoreline site, taking into account the life-cycle cost of the design, including cleanup, maintenance, and amortization;

(C) natural designs, including the use of vegetation or temporary structures that minimize permanent structural alterations;

(D) the avoidance of negative impacts to adjacent shorelines;

(E) in areas with substantial residential or commercial interests adjacent to the shoreline, designs that do not impair the aesthetic appeal of the interests;

(F) the potential for long-term protection afforded by the technology; and

(G) recommendations developed from evaluations of the low-cost shore protection program established under Section 54 of the Water Resource Development Act of 1974

(i) adequate consideration of the sub-grade;

(ii) proper filtration;

(iii) durable components

(iv) adequate connection between units; and

(v) consideration of additional relevant information

A variety of geographical and climatic conditions, public access, the rate of erosion, significant natural resources or habitats and environmentally sensitive areas, and significant threatened historic structures or landmarks were factors used to select sites for this program. Projects under the erosion control program will be carried out at not fewer than two sites on each of the shorelines of the Atlantic and Pacific coasts, two sites on the shoreline of the Great Lakes, and one site on the shoreline of the Gulf of Mexico. Some projects will utilize patented devices while others non-proprietary methods. The Program Oversight Committee has agreed that any selected innovative device or engineering methodology must be founded on scientific and engineering principles and have strong arguments supporting its projected performance. Vegetative restoration methods are encouraged whenever applicable. Other important issues include extreme event-related and long-term functional performance of the project as well as its structural stability. This is to be the focus of the project monitoring during the Program life.

II. **Specific Research Area.**

This BAA is for research and development of innovative structures or non-structural methods for shoreline erosion control at numerous sites throughout the United States as mandated by Section 227 of the Water Resources and Development Act of 1996. The Oil Piers in Ventura County, CA; South Carlsbad State Beach, Carlsbad, CA; Moonlight State Beach in Encinitas, CA; Fletcher Cove in Solana Beach, CA; the Gulf Shores State Park Hotel in Gulf Shores, AL; and the City of Miami Beach in Miami, FL require immediate shoreline erosion control research. It is anticipated that additional sites will be amended to this announcement in the future. This research includes the demonstration of prototype-scale "innovative" or "non-traditional" methods for the design and building of research structures to abate erosion and retain placed fill material along the shoreline.

Oil Piers, Ventura County, California

Project site lands are owned by the County of Ventura (landward of Highway 101) and California State Lands Commission (seaward of Highway 101) and are open and accessible to the public on equal terms. Oil Piers is located in northern Ventura County along Highway 101. The name Oil Piers is in reference to the recently removed Mobil Oil piers that were demolished between January and September 1998. The beach is backed by a rock revetment and highway embankment. Beach access is provided along an access road that runs parallel to the Pacific Ocean and via pedestrian underpasses under Highway 101, from dirt parking lots. Historically, the offshore area has been an important surfing area.

The design should include an innovative design and initial placement of suitable beach fill material. Sand sources may be natural and/or artificial. The design feature should preserve and/or enhance existing environmental resources and recreation and improve shore protection. The design should consider configuration alternatives for future modification. The design structure cannot totally block the transport of material in the littoral zone, and must allow sufficient sediment to pass through, over, or around the feature to maintain the pre-project littoral supply to adjacent beaches. The design features can have no detrimental effects to downdrift beaches. The site is a highly used public recreational area, so any shore protection structures need to be no more intrusive than the former oil piers, and cannot interfere with the public's use of the beach or nearshore or otherwise introduce a safety hazard beyond that which previously existed with the former oil piers. The design must not

have significant impacts to marine organisms, recreation, marine vegetation and hard bottom habitat.

The design should include logistics for beach fill placement, project monitoring, success criteria, as well as methodology and estimated cost for removal of the demonstration features if any detrimental effects are observed. The goal of the demonstration feature is not necessarily to advance the existing shoreline seaward of the adjacent shores, but to stabilize the shoreline and retain a placed beach fill volume.

Information exists for this research area as follows:

- Mobil Seacliff Oil Piers - CEQA Mitigated Negative Declaration (Partial report without graphics)
- Mobil Seacliff Oil Piers Beach Monitoring Program - Fourth Interim Report of Findings
- South Central Coast Beach Enhancement Program and associated coastal technical and biological studies
- Aerial Photographs (1995, 1996, 1999, 2000, 2001)
- Photographs (1Jul02)

The above data or links to the data can found at the Section 227 website: <http://limpet.wes.army.mil/sec227/>. This data (in addition to available pre-project data) would be used as baseline data to assess the performance of the project.

South Carlsbad State Beach, Carlsbad, California

Project site lands are owned by the California State Lands Commission, California Parks and Recreation and are open and accessible to the public on equal terms. The City of Carlsbad is located along the Pacific Ocean shoreline in San Diego County, California, approximately 5 miles south of Oceanside Harbor and 22 miles north of Point La Jolla. The Carlsbad shoreline, approximately 6.5 miles long, is bounded by the Baticuitos Lagoon to the south and the Buena Vista Lagoon to the north. The shoreline along the northern portion of the City of Carlsbad is currently armored with a combination of rock revetment, seawalls, and gunite protected bluffs.

The South Carlsbad State Beach site is south of Terramar Point and north of the South Carlsbad State Beach campground facilities near Encinas Creek. This beach segment covers approximately 0.7 mile. The existing beach in this area consists of an eroded and flat sandy

beach with scattered cobbles and vegetated bluffs varying in height from approximately 60 to 80 feet.

The design should include an innovative design and initial placement of suitable beach fill material. Sand sources may be natural and/or artificial. The design feature should preserve and/or enhance existing environmental resources (native species and lobster) and recreation and improve shore protection. The design should consider configuration alternatives for future modification. The design structure cannot totally block the transport of material in the littoral zone, and must allow sufficient sediment to pass through, over, or around the feature to maintain the pre-project littoral supply to adjacent beaches. The design features can have no detrimental effects to downdrift beaches. The site is a highly used public recreational area, so any shore protection structures need to be unobtrusive and non emergent, and cannot interfere with the public's use of the beach or nearshore or otherwise introduce a safety hazard. The design must not have significant impacts to marine organisms, recreation, marine vegetation and hard bottom habitat.

The design should include logistics for beach fill placement, project monitoring, success criteria, as well as methodology and estimated cost for removal of the demonstration features if any detrimental effects are observed. The design should avoid the sewer outfall located 200 feet north of the state camp. The goal of the demonstration feature is not necessarily to advance the existing shoreline seaward of the adjacent shores, but to stabilize the shoreline and retain a placed beach fill volume. Beach fill sand sources could be generated from maintenance dredging activities at Agua Hedionda Lagoon (approximately 300,000 cubic yards biennially) and Baticuitos Lagoon (approximately 50,000 cubic yards annually). Potential beach source at Agua Hedionda could require *Caulerpa taxifolia* monitoring if not previously addressed in the necessary regulatory agency permits for the dredging activity.

Information exists for this research area as follows:

- Beach profiles
- SANDAG Regional Beach Sand Project EIR (2000) - http://www.sandag.org/uploads/publicationid/publicationid_592_1356.pdf
- Regional Beach Sand Retention Strategy - Final Report - http://www.sandag.org/uploads/publicationid/publicationid_140_563.pdf
- Aerial

The above data or links to the data can found at the Section 227 website: <http://limpet.wes.army.mil/sec227/>. This data (in addition to available pre-project data) would be used as baseline data to assess the performance of the project.

Moonlight State Beach, Encinitas, California

Project site lands are owned by the California Department of Parks and Recreation and the California State Lands Commission and are operated by the City of Encinitas. They are open and accessible to the public on equal terms. The City of Encinitas is located along the Pacific Ocean coastline in San Diego County, California. Encinitas is approximately 10 miles south of Oceanside Harbor and 17 miles north of Point La Jolla. The City's shoreline, about six miles long, is bounded by Baticuitos Lagoon to the north and on the south by San Elijo Lagoon. A major portion of the shoreline segment consists of narrow sand and cobble beaches fronting nearshore bluffs. The approximately 5,000 foot long southernmost segment at Cardiff is a low-lying barrier split fronting the San Elijo tidal lagoon.

The Moonlight State Beach site is approximately 770 feet long (0.1 mile) located at the foot of Encinitas Boulevard at Moonlight State Beach and is adjacent to residential uses. Moonlight State Beach consists of a gently sloping beach with sand and cobbles.

The design should include an innovative design and initial placement of suitable beach fill material. Sand sources may be natural and/or artificial. The design feature should preserve and/or enhance existing environmental resources (native species and lobster) and recreation and improve shore protection. The design should consider configuration alternatives for future modification. The design structure cannot totally block the transport of material in the littoral zone, and must allow sufficient sediment to pass through, over, or around the feature to maintain the pre-project littoral supply to adjacent beaches. The design features can have no detrimental effects to downdrift beaches. The site is a highly used public recreational area, so any shore protection structures need to be unobtrusive and non emergent, and cannot interfere with the public's use of the beach or nearshore or otherwise introduce a safety hazard. The design must not have significant impacts to marine organisms, recreation, marine vegetation and hard bottom habitat.

The design should include logistics for beach fill placement, project monitoring, success criteria, as well as methodology and estimated cost for removal of the demonstration features if any detrimental effects are observed. The design should limit the cost of maintenance and liability. The goal of the demonstration feature is not necessarily to advance the existing shoreline seaward of the adjacent shores, but to stabilize the shoreline and retain a placed beach fill volume. The design shall be congruent with the State Parks' General Plan for Moonlight Beach.

Information exists for this research area as follows:

- Beach profiles
- SANDAG Regional Beach Sand Project EIR (2000) - http://www.sandag.org/uploads/publicationid/publicationid_592_1356.pdf
- Regional Beach Sand Retention Strategy - Final Report - http://www.sandag.org/uploads/publicationid/publicationid_140_563.pdf
- Aerial Ortho-photography (2001)

The above data or links to the data can found at the Section 227 website: <http://limpet.wes.army.mil/sec227/>. This data (in addition to available pre-project data) would be used as baseline data to assess the performance of the project.

Fletcher Cove, Solana Beach, California

Project site lands are owned by the California State Lands Commission and the City of Solana and are open and accessible to the public on equal terms. The City of Solana Beach is located along the Pacific Ocean shoreline in San Diego County, California. The immediate downcast neighbor of Encinitas, Solana Beach is bounded by San Elijo Lagoon to the north and on the south by Via de la Valle. It is approximately 17 miles south of Oceanside Harbor and 10 miles north of Point La Jolla. The City's shoreline, about two miles long, consists of narrow sand and cobble beaches fronting nearshore bluffs.

Fletcher Cove Beach Park is located at the western end of Lomas Santa Fe Drive. The site has a small sandy beach at low tide. Riprap revetments and other shore protection line the bluffs in order to slow wave-induced erosion. At high tide the beach is not visible along the majority of the Solana beach area.

The design should include an innovative design and initial placement of suitable beach fill material. Sand sources may be natural and/or artificial. The design feature should preserve and/or enhance existing environmental resources and recreation and improve shore protection. The design should consider configuration alternatives for future modification. The design structure cannot totally block the transport of material in the littoral zone, and must allow sufficient sediment to pass through, over, or around the feature to maintain the pre-project littoral supply to adjacent beaches. The design features can have no detrimental effects to downdrift beaches. The site is a highly used public recreational area, so any shore protection structures need to be unobtrusive, and cannot interfere with the public's use of the beach or nearshore or otherwise introduce a safety hazard. The design must not have significant impacts to marine organisms, recreation, marine vegetation and hard bottom habitat.

The design should include logistics for beach fill placement, project monitoring, success criteria, as well as methodology and estimated cost for removal of the demonstration features if any detrimental effects are observed. The goal of the demonstration feature is not necessarily to advance the existing shoreline seaward of the adjacent shores, but to stabilize the shoreline and retain a placed beach fill volume.

Information exists for this research area as follows:

- Beach profiles
- Master Environmental Impact Report - Solana Beach Shoreline and Coastal Bluff Management Strategies (August 2002)
- SANDAG Regional Beach Sand Project EIR (2000) - http://www.sandag.org/uploads/publicationid/publicationid_592_1356.pdf
- [Regional Beach Sand Retention Strategy - Final Report](http://www.sandag.org/uploads/publicationid/publicationid_140_563.pdf) - http://www.sandag.org/uploads/publicationid/publicationid_140_563.pdf
- Aerial Ortho-photography

The above data or links to the data can found at the Section 227 website: <http://limpet.wes.army.mil/sec227/>. This data (in addition to available pre-project data) would be used as baseline data to assess the performance of the project.

For all California sites the following are required:

Environmental Permitting: It is anticipated that an Environmental Assessment as well as a State of California water quality certificate will be required prior to construction of the project. In addition, for projects involving State Beach access, California Department of Parks and Recreation will need to consider a special use permit, right of entry permit, right of way or special lease. California State Lands Commission will need to issue a lease for any access and placement of any materials in or on jurisdictional lands. The Corps of Engineers will have to prepare a Consistency Determination and submit this for approval to the California Coastal Commission. The existing environmental conditions and environmental compliance requirements can found at the Section 227 website:
<http://limpet.wes.army.mil/sec227/>.

Engineering Assessment: An engineering assessment should accompany the design for all the four Southern California sites. The assessments should outline the design criteria for stability during a storm event. The assessments should contain predictions of measurable beach responses such as minimum beach width retained, prohibited retreat of dune line, specified volume of material maintained in the subaerial portion of the beach profile, etc. Prediction of these beach responses should be made not only for short-term storm events but also for the expected life of the project.

Gulf State Park Hotel

Project site lands are owned by the State of Alabama and are open and accessible to the public on equal terms.

Beaches in this vicinity typically experience significant variation, with shorelines receding during the winter months, when winds are typically offshore, and accreting during the summer months when winds are typically onshore. However, the shoreline in the vicinity of the Hotel appears to recede further than the adjacent shoreline. There is currently no protective dune fronting the hotel pool deck, and the berm is noticeably narrower than beaches to the east and west.

The work consists of the design of permeable groin features to abate erosion and retain placed fill material along the shoreline. The design should include a groin field and initial placement of suitable beach fill material. The groins cannot totally block the

transport of material in the littoral zone, and must allow sufficient sediment to pass through, over, or around the feature to maintain the pre-project littoral supply to adjacent beaches. No groin feature should be placed east of the easternmost park building or west of the park pier. The approximate lat/long coordinates of the eastern limits of the project are 30° 14.97' N and 87° 39.48' W. The approximate coordinates of the western limits of the project are 30° 14.93' N and 87° 40.10' W. The groin features can have no detrimental effects to downdrift beaches. The research project site is located immediately updrift of a recently completed beach nourishment project located at the community of Gulf Shores, AL, so special care should be exercised to prevent any damage to the project. The site is a highly used public recreational area, so any shore protection structures need to be unobtrusive, and cannot interfere with the public's use of the beach or otherwise introduce a safety hazard. The design should include methodology and estimated cost for removal of the demonstration groin features if any detrimental effects are observed. The goal of the permeable groin system is not to advance the existing shoreline seaward of the adjacent shores, but to stabilize the shore and dune line and retain a placed beach fill volume.

Limited beach profile data exists for the study area. Aerial photographs for selected years dating back to 1970 have been obtained by the Mobile District Corps of Engineers, and film from these photographs are available. Wading depth profiles have been taken annually at fixed stations since 1990, and one set of profiles extending offshore to 30 ft. depths was obtained in 2000. Digital aerial photography is available for 1991, 1996, 1999, and 2001, but only the 2001 photography has been georeferenced at this time. A directional wave gage was deployed by the Corps of Engineers in November 2001 offshore of Perdido Pass. Some data has been collected and is currently being processed. The above data or links to the data can found at the Section 227 website:

<http://limpet.wes.army.mil/sec227/>. Project monitoring data for the recently completed Gulf Shores Renourishment project was obtained from Olsen and Associates, and is also available on the above website. Meteorological data are available for sites at Dauphin Island, Alabama, Cape San Blas, Florida, and offshore from Pensacola Florida at the National Data Bouy Center (NDBC) websites at <http://www.ndbc.noaa.gov/Maps/WestGulf.shtml> and <http://www.ndbc.noaa.gov/Maps/Florida.shtml>.

City of Miami Beach

Project site lands seaward of the erosion control line are owned by the State of Florida and are open and accessible to the public on equal terms.

The City of Miami Beach is located on the southeast Florida coast in Miami-Dade County. The project site extends along the shoreline for approximately 2,500ft (with a southern limit of 63rd Street). The Florida Department of Environmental Protection (FDEP) has established survey monuments along the Miami-Dade County shoreline at a nominal separation distance of 1,000 ft. The project site is located from approximately FDEP monuments R-44 to R-46.5.

The Miami-Dade County shoreline consists of a barrier island with a bay behind it. The Miami-Dade County barrier island (i.e., Miami Beach) probably developed on a shallow sandstone reef where mangroves grew and trapped additional sediments creating a stable island. For the most part, the beaches are generally oriented north to south. A series of three reef lines (with areas of sand in between) exist offshore of the project site. These reef lines vary in relief (rises in elevations above adjacent sandy areas) from low relief (2 to 3 feet) to high relief (8 to 10 feet). The continental shelf offshore of the project site is relatively narrow with the self-break located only a few miles from the shoreline.

Extratropical events produce large waves that strike the Miami-Dade County shoreline from a steep northerly angle during much of the fall and winter months, and the easterly to southeasterly tradewinds produce smaller but more persistent waves from the eastern and southern sectors during the rest of the year. The direction of peak wave energy is from the northern sectors, as evidenced by southerly net sediment transport, but the wave energy incident from the southern sectors is significant, and should be considered in coastal engineering designs. Referenced to the elevation of mean low water (MLW) at the City of Miami Beach, the National Geodetic Vertical Datum is +1.3 ft while mean high water (MHW) is +2.54 ft. Therefore, the mean tide range is 2.54 ft with spring tides of 3.05 ft (MLW). The Federal Emergency Management Agency estimates storm surge return period in the area as 3.4 ft (5 year), 5.3 ft (10 year), 6.6 ft (20 year), 8.5 ft (50 year) and 10.2 ft (100 year).

The 63rd Street project site can be described as an "erosional hot spot" within the Federally authorized Miami-Dade County Beach Erosion and Hurricane Protection Project (BEC&HP). The authorized BEC&HP is designed to provide a specific level of storm damage reduction and recreation benefit through the establishment and maintenance of a design template. This design template must be provided for the life of the project in order for realization of the return on Federal and non-Federal investments. Monitoring of the BEC&HP indicates that shoreline recession at the project site exceeds the rates experienced on adjacent shorelines. The August 1999 "Coastal Engineering Report, City of Miami Beach Erosional Hot Spots" prepared by Coastal Systems International, Inc. for Miami-Dade County and the City of Miami Beach provides detailed analyses of the 63rd Street erosional hot spot. The report indicates that from 1980 through 1996, the shoreline recession rate in the project site ranged from 14 feet per year to 25 feet per year (excluding the effects of beach fill). Shoreline recession in this area is in direct correlation to local impacts of tropical and extratropical storm events. In order to hold the design template dimensions between renourishments, an innovative technology could be implemented as a means of stabilizing this portion of shoreline. The above data or links to the data can found at the Section 227 website: <http://limpet.wes.army.mil/sec227/>.

As part of the operation and maintenance of the Miami-Dade County BEC&HP, aerial photography and beach profile surveys have and will be conducted over the life of the project. This data (in addition to available pre-project data) would be used as baseline data to assess the performance of the project.

Existing Project Shore Protection Project: The authorized Miami-Dade County Shore Protection Project provides for Federal participation in the cost of a project along the ocean shore of Miami-Dade County, Florida. Project features include a protective dune with a 20 feet crown at elevation 11.5 feet and side slopes of 1 on 5 down to a protective and recreational beach, with a level berm 50 feet wide at elevation 9 feet MLW, and a natural slope seaward as would be shaped by wave action, all for beach erosion control and hurricane flood protection along the 9.3 miles of shore between Government Cut and Bakers Haulover Inlet; a protective and recreational beach with a 50 feet level berm at elevation 9 feet MLW, seaward slope as would be shaped by wave action, for beach erosion control along 1.2 miles of shore at Haulover Beach Park, periodic nourishment of both of the above reaches for an initial period of 50 years. Project modification provides for reimbursement to local

interests for the appropriate Federal share of costs of construction for beach fill and south jetty extension at Bal Harbour Village in 1975.

Environmental Permitting: It is anticipated that an Environmental Assessment as well as a State of Florida water quality certificate will be required prior to construction of the project.

Engineering Assessment: An engineering assessment should accompany the design for both the Miami Beach and Gulf State Park sites. The assessments should outline the design criteria for stability during a low-level hurricane event. The assessments should contain predictions of measurable beach responses such as minimum beach width retained, prohibited retreat of dune line, specified volume of material maintained in the subaerial portion of the beach profile, etc. Prediction of these beach responses should be made not only for short-term storm events but also for the expected life of the project.

PART II

PRE-PROPOSAL AND PROPOSAL EVALUATION

A. Upon receipt of a pre-proposal (not to exceed 10 pages), a selection committee comprised of personnel from ERDC, the USACE District in which the project is located, and non-Federal partners (state and local agencies) will perform an initial review of its scientific merit and potential contribution to the Army mission and also determine if funds are expected to be available for continued development of the design concept. No funding will be provided for the pre-proposals. Offerors of pre-proposals which show merit and are of interest to the ERDC will be encouraged to submit a full proposal (in the format outlined in Part III). Limited funding may be available for further development of a full proposal. The proposals will be evaluated in accordance with the criteria detailed below:

B. Proposals submitted in response to this BAA will be evaluated as received using the following factors/criteria:

1. The overall scientific and/or technical merits of the proposal.
2. The potential contributions of the effort to the ERDC mission, the mission of the USACE District in which the project is located, and the missions of the non-Federal partners in the project.
3. The offeror's capabilities, related experience, facilities, techniques, or unique combinations of these; which are integral factors for achieving the proposal's objectives.
4. The qualifications, capabilities, and experiences of the proposed principal investigator, team leader, and other key personnel who are critical to achievement of the proposal's objectives.
5. The reasonableness and realism of proposed costs and fee, if any, and the availability of funds.

6. Past Performance.

C. Proposals not considered to have sufficient scientific merit or relevance to the Army's needs or those in areas for which funds are not expected to be available may be declined without further review.

PART III

PRE-PROPOSAL AND PROPOSAL PREPARATION

SECTION 1 - INTRODUCTION

This part is intended to provide information needed to prepare a research proposal for submission to ERDC.

All offerors must be registered in the Central Contractor Registration (CCR) system (<http://www.ccr.gov/index.cfm>) before award can be made.

Proposals should include details on expected use of the DoD High Performance Computing (HPC) Center systems. Security Requirements - All Contractors (U.S. Citizens and Non U.S. Citizens) working under this contract who require access to Automated Information Systems (AIS), (stand-alone computers, networked computer/systems, e-mail) shall at a minimum be designated into an ADP-III Position (non-sensitive), IAW Army Regulation 380-67, Personnel Security, Army Regulation 380-19, Information Systems Security and DOD 5220-22-R, Industrial Security Regulation. The investigation must be completed before the individual is permitted access to an AIS and is placed in an ADP-III position. The investigation requirements for an ADP-III Position is a favorable National Agency Check (NAC), SF-95P, Public Trust Position. The Commander, ERDC, may grant waivers, on a case-by-case basis, and allow assignment to an ADP-III Position, and access to AIS, once the NAC investigation has been formally requested (totally completed and mailed) awaiting the results. Contractors (Companies) that have a Cage Code and Facility Security Clearance through the Defense Security Service, shall process the NACs and forward visit request/results of NAC to the ERDC Security Office. For those contractors that do not have a Cage Code or Facility Security Clearance, the ERDC Security Office will process the investigation in coordination with the contractor and contract employee.

The research proposal often represents a substantial investment of time and effort by the offeror, and it should present the proposed research effort in sufficient detail to allow ERDC to evaluate the scientific merit and relevance of the proposed research.

If the Contractor anticipates the efforts of foreign nationals on any proposal submitted hereunder, he must provide their name,

nationality, and extent of involvement in the proposed research. Foreign nationals cannot work under a contract unless all ERDC-required security clearances and approvals have been obtained.

SECTION 2 - GENERAL INFORMATION

A. AWARDS:

With the submittal of all required information as described herein and the favorable evaluation of your proposal, the Government may unilaterally make award; therefore, it is in the Contractor's best interest to review all requirements listed within. Note, also, that since contract clauses are self-deleting, there is neither a requirement nor need for a modification to the award if any clause is found not applicable.

Awards will be made on SF-33, SF-26, or 1155 as appropriate. SF-33 located at the end of this BAA is provided for the Offeror's use in proposal submission. Offerors shall provide a completed SF-33 with their technical and cost proposals. Awards will consist of all applicable clauses and shall be in accordance with the Uniform Contract Format (UCF), which follows:

SECTION A- SOLICITATION/CONTRACT FORM SF 33

SECTION B- SUPPLIES OR SERVICES AND PRICES/COST

ITEM 1- Perform all work necessary for research and development efforts in accordance with Contractor's proposal dated _____, entitled _____, submitted under BAA Topic No. _____.

SECTION C- DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The Contractor's proposal entitled _____, dated _____, is incorporated herein by reference.

SECTION D (Packaging and Marking),

SECTION E (Inspection and Acceptance),

SECTION F (Deliveries or Performance),

SECTION G (Contract Administration Data),

SECTION H (Special Contract Requirements),

SECTION I (Contract Clauses),

SECTION K (Representations, Certifications, and Other Statements of Offerors) SEE PART III OF THIS BAA. PART III MUST BE COMPLETED BY OFFEROR AND SUBMITTED WITH PROPOSAL

SECTION L (Instructions, Conditions, and Notices to Offerors or Respondents) is included within the clause package of this BAA and is incorporated as applicable.

SECTION M (Evaluation Factors for Award)- includes evaluation criteria as listed in Part II of this BAA.

B. REPORT REQUIREMENTS:

Performance after the receipt of an award signed by the Contracting Officer indicates your full acceptance of all terms and conditions within the award.

The number and types of reports will be specified in the STATEMENT OF WORK. The reports will be prepared and submitted in accordance with ERDC report procedures, which will be provided to the awardees.

C. PROPOSAL PREPARATION AND SUBMISSION:

Proposals should be submitted with SF-33 and a completed Representations and Certifications as stated in Part III, the BAA.

In preparing pre-proposals and proposals it is important that the offeror keep in mind the characteristics of a suitable proposal acceptable for formal evaluation. It should include all the information specified in this announcement in order to avoid delays in evaluation. Pre-proposal inquiries will be responded to within 60 days of receipt. Contract award may be made electronically. Offerors will provide their e-mail address upon submission of proposal.

Submit pre-proposals and proposal to:

U. S. Army Corps of Engineers, Vicksburg District
Vicksburg Consolidated Contracting Office (VCCO)
Attn: CEMVK-CT-T (Davita. S. Baloue)
4155 Clay Street
Vicksburg, MS 39183-3435

Pre-proposals under this announcement must be submitted by October 25, 2002, for awards for further proposal development to be made from the anticipated FY 2003 funding for the Gulf Shores State Park Hotel in Gulf Shores, AL; and the City of Miami Beach in Miami, FL. Pre-proposals under this announcement must be submitted by November 20, 2002, for awards for further proposal development to be made from the anticipated FY 2003 funding for sites in Southern California. All awards are subject to the availability of funds from the anticipated funding for FY 2003. This announcement, with subsequent amendments to add additional sites, shall remain open for a period of two years or until superceded.

Anticipated cost for design and construction of a single site will not exceed 2.0 million dollars.

SECTION 3 - TYPE OF CONTRACT

It is anticipated that a combination cost and fixed price-type contract for research and development will be utilized for award(s) resulting from proposals received in response to this BAA.

Selection of the type of contract is based upon various factors, such as the type of research to be performed, the contractor's experience in maintaining cost records, and the ability to detail and allocate proposed costs and performance of the work.

A document commonly used because of its flexibility in supporting research, is a cost-reimbursement type contract. This type contract permits reimbursement for actual costs incurred in accomplishment of research. It also permits some flexibility in the redirection of efforts due to recent research experiment results or changes in Army guidance.

Fixed-price contracts are used when the research projects costs can be estimated accurately, the services to be rendered are reasonably definite, and the amount of property, if any, is fixed. The negotiated price is not subject to any adjustment on the basis of the Contractor's cost experience in performing the contract.

Contracts awarded by ERDC will contain, where appropriate, detailed special provisions concerning patent rights, rights in technical data and computer software, reporting requirements, equal employment opportunity, etc.

SECTION 4 - CONTENTS OF PRE-PROPOSAL

Pre-proposals should be limited to a brief letter (not to exceed ten pages). Three copies are requested. The pre-proposal should contain the following: (in addition to the Representations and Certifications at Part III and SF-33)

1. A title descriptive of the research to be performed.
2. The name and address of the individual, company or educational institution submitting the pre-proposal.
3. The name and phone number of the principal investigator or senior researcher who would be in charge of the project.
4. The duration of the project: estimated time required to develop full set of plans and specifications, and estimated time for construction of project.
5. The estimated labor cost, materials cost, burdens, and profit (if any).
6. One or more paragraphs describing the objective(s) or goals of the proposed research to include statement of the working hypothesis to be proved or disproved, if appropriate.
7. One or more paragraphs describing the technical approach to be taken in the course of the research. If experimental, it should include a description of the scope of the testing program. If analytical, it should include key assumptions to be made, the scientific basis for the analysis, and the numerical procedures to be used.

8. One or more paragraphs describing the potential military and/or civil payoffs that might ultimately derive from the proposed research to the Corps of Engineers.

9. A one-page curriculum vitae of the principal investigator.

SECTION 5 - CONTENTS OF FULL PROPOSALS

Proposals should be furnished in three copies and contain the following: (in addition to the Representations and Certifications at Part III and SF-33)

TECHNICAL

The technical portion of the proposal should contain the following:

1. A complete discussion stating the background and objectives of the proposed work, the approaches to be considered, the proposed level of effort, and the anticipated results/products, to include the proposed reports and deliverables to be furnished.

2. The names, brief biographical information, experience, and a list of recent publications of the offeror's key personnel who will be involved in the research.

3. The names of other agencies to which the proposal has also been submitted.

4. A brief description of offeror's organization.

5. Past performance information to include the name, address, point of contact, phone number, contract identification number, contract award date and amount for a minimum of three (3) customers for whom the offeror has performed similar services in the last three years.

COST

The cost portion of the proposal should contain a cost estimate for the proposed effort sufficiently detailed by element of cost for meaningful evaluation. The estimate should be detailed for each year of the proposed work and should include the following:

1. A complete detail of direct labor to include, by discipline or individual, hours or percentage of time and salary.
2. Fringe benefits rate and base.
3. An itemized list of equipment showing cost of each item.
4. Description and cost of expendable supplies.
5. Complete detail of travel to include destination, airfare, per diem, rental car, etc.
6. Complete detail of any subcontracts.
7. Other direct costs (reproduction, computer, etc.).
8. Indirect cost rates and bases with an indication whether rates are fixed or provisional and the time frame to which they are applied.
9. Proposed fee, if any.
10. Fixed price amount for development portion of the research effort.

Offerors should furnish the name and telephone number of the cognizant audit agency if they have been audited.

CLAUSES ASSOCIATED WITH THIS DOCUMENT MAY BE VIEWED IN FULL TEXT BY
CLICKING ON ONE OF THE FOLLOWING OPTIONS BELOW:

FAR

<http://www.arnet.gov/far/loadmain52.html>

DFARS

<http://www.acq.osd.mil/dp/dars/dfars.html>

Defense Acquisition Deskbook

<http://web1.deskbook.osd.mil/default.asp>

REPRESENTATIONS AND CERTIFICATIONS FROM OFFERORS

FAR/DFARS

52.000-4009 CERTIFICATION OF ELIGIBILITY TO BID/OFFER

By submitting this bid/offer, the bidder/offeror certifies that neither it, nor any person or firm who has an interest in the bidder/offeror, is a person, or firm ineligible to be awarded Government contracts by virtue of being suspended or debarred in accordance with FAR Subpart 9.4.

52.000-4011 CORPORATE SEAL CERTIFICATES

IF OFFEROR IS A CORPORATION OR IF CORPORATION IS PARTICIPATING IN A JOINT VENTURE, PLEASE COMPLETE THE FOLLOWING CERTIFICATION:

I, _____, certify that I am secretary of the

corporation named as contractor herein; that

who signed this contract on behalf of the contractor, was then

_____ of said corporation by authority of its

governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

Secretary

IF A CORPORATION IS PARTICIPATING AS A JOINT VENTURE, ITS SECRETARY MUST SUBMIT A CERTIFICATE STATING THE CORPORATION IS AUTHORIZED TO PARTICIPATE.

title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)

(a) The definitions and prohibitions contained in the clause, at FAR [52.203-12](#), Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No 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 on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

52.204-3 Taxpayer Identification (Oct 1998)

(a) *Definitions.*

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt

collection requirements of 31 U.S.C.7701(c) and 3325(d), reporting requirements of 26 U.S.C.6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) [4.904](#), the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C.7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____

(f) *Common parent.*

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR [52.219-1](#), Small Business Program Representations, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

(End of Provision)

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have * have not *, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has * has not *, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "*Principals*," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the

Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

52.215-6 Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
<hr/> <hr/>	<hr/> <hr/>

(End of Provision)

52.227-15 Statement of Limited Rights Data and Restricted Computer Software (May 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR [27.401](#)). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at [52.227-16](#) of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data -- General clause at [52.227-14](#) that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at [52.227-14](#), Rights in Data -- General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] -- {time} None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software. {time} Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data -- General."

(End of Provision)

**52.230-1 Cost Accounting Standards Notices and Certification
(July 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure

Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal
Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name
and Address of Cognizant ACO or Federal Official Where
Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this

exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

{time} The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

** The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.*

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current

cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. *Additional Cost Accounting Standards Applicable to Existing Contracts*

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

* yes * no

(End of Provision)

52.242-4 Certification of Final Indirect Costs (Jan 1997)

(a) The Contractor shall --

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

Certificate of Final Indirect Costs

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the

cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

(End of Clause)

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)
ALTERNATE I (OCT 2000) & ALTERNATE II (OCT 2000)**

Small Business Program Representations (May 2001)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is _541710_ [*insert NAICS code*].

(2) The small business size standard is ___500 employees___ [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it {time} is, {time} is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision --

Service-disabled veteran-owned small business concern --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

"*Small business concern*," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of that is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Oct 2000). As prescribed in [19.307\(a\)\(2\)](#), add the following paragraph (b)(6) to the basic provision:

(b)

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that --

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

Alternate II (Oct 2000). As prescribed in [19.307\(a\)\(3\)](#), add the following paragraph (b)(7) to the basic provision:

(b)

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The

offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(End of Clause)

52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that --

(a) It {time} has, {time} has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

52.223-13 Certification of Toxic Chemical Release Reporting (Oct 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C.13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

* (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C.11023(c);

* (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C.11023(b)(1)(A);

* (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C.11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

* (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American

Industry Classification System (NAICS) sectors 31 through 33; or

* (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

252.204-7001 Commercial and Government Entity (CAGE) Code Reporting (Aug 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will --

(1) Ask the Contractor to complete section B of a DD Form 2051, **Request for Assignment of a Commercial and Government Entity (CAGE) Code**;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of Provision)

252.209-7001 Disclosure of Ownership or Control by The Government Of A Terrorist Country (Mar 1998)

(a) **Definitions.** As used in this provision --

(1) **"Government of a terrorist country"** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "**Terrorist country**" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C.App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "**Significant interest**" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **Prohibition on award.** In accordance with 10 U.S.C.2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **Disclosure.** If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of Provision)

252.209-7002 Disclosure of Ownership or Control by The Government Of A Terrorist Country (Mar 1998)

(a) **Definitions.** As used in this provision --

(1) **"Government of a terrorist country"** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **"Terrorist country"** means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C.App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **"Significant interest"** means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **Prohibition on award.** In accordance with 10 U.S.C.2327, no contract may be awarded to a firm or a subsidiary of a firm if

the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **Disclosure.** If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of Provision)

252.227-7036 Declaration Of Technical Data Conformity (Jan 1997)

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.

Date _____

Name and Title of Authorized Official

(End of Clause)

252.247-7022 Representation Of Extent Of Transportation By Sea (Aug 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The

term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) **Representation.** The Offeror represents that it --

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Provision)

PART IV - CLAUSES

**COST-REIMBURSEMENT TYPE CONTRACTS
WITH
EDUCATIONAL OR NON-PROFIT ORGANIZATIONS**

**FAR/DFARS
CONTRACT CLAUSES**

Section I

**(ALL CLAUSES ARE IN SECTION I OF THE UNIFORM CONTRACT FORMAT,
UNLESS OTHERWISE NOTED)**

52.252-2 CLAUSES INCORPORATED BY REFERENCE

DFARS 252.201-7000. Contracting Officer's Representative (Dec 1991)

FAR 52.202-1..... Definitions (Oct 1995)
*(Applicable if contract is expected to exceed
\$100,000.)*

FAR 52.203-3..... Gratuities (Apr 1984)
*(Applicable if contract exceeds Simplified
Acquisition Threshold (SAT))*

FAR 52.203-5..... Covenant Against Contingent Fees (Apr 1984)
*(Applicable if contract is expected to exceed
SAT.)*

FAR 52.203-6..... Restrictions on Subcontractors Sales to the
Government
*(Jul 1995)
(Applicable if contract is expected to exceed
SAT.)*

FAR 52.203-7..... Anti-Kickback Procedures (Jul 1995)
*(Applicable if contract is expected to exceed
SAT.)*

FAR 52.203-8..... Cancellation, Rescission, and Recovery of Funds
for Illegal or Improper Activity (Jan 1997)
*(Applicable if contract is expected to exceed
SAT.)*

- FAR 52.203-10..... Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
(Applicable if contract is expected to exceed SAT.)
- FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 1997)
(Applicable if contract is expected to exceed \$100,000.)
- DFARS 252.203-7001. Prohibition on Persons Convicted of Fraud or other Defense -Contract-Related Felonies (Mar 1999)
(Applicable if contract is expected to exceed SAT.)
- DFARS 252.203-7002. Display of DoD Hotline Poster (Dec 1991)
(Applicable if contract is expected to exceed \$5,000,000 except when performance will take place in a foreign country.)
- FAR 52.204-2..... Security Requirements, Alternate I (Aug 1996)
(Applicable if contract may required access to classified information.)
- FAR 52.204-4..... Printing/Copying Double-Sided on Recycled Paper (Jun 1996)
(Applicable if contract is expected to exceed SAT.)
- FAR 52.204-6..... Data Universal Numbering System (DUNS) Number (June 1999) {SECTION L}
- DFARS 252-204-7000. Disclosure of Information (Dec 1991)
(Applicable if Contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.)
- DFARS 252.204-7003. Control of Government Personnel Work Product (Apr 1992)
- DFARS 252.204-7005...Oral Attestation of Security Responsibilities (Aug 1999)
(Applicable if 52.204-2 is included.)

- DFARS 252-205-7000. Provision of Information to Cooperative Agreement Holders (Dec 1991)
(Applicable if contract is expected to exceed \$500,000.)
- FAR 52.209-6..... Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jul 1995)
(Applicable if contract is expected to exceed \$25,000.)
- DFARS 252.209-7000. Acquisitions from Subcontractors Subject to On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (Mar 1998)
(Applicable if contract is expected to exceed SAT.)
- DFARS 252.209-7001. Disclosure of Ownership or Control by the Government of a Terrorist Country (Mar 1998)
(Applicable if contract is expected to be \$100,000 or more.)
- DFARS 252.209-7002. Disclosure of Ownership or Control by a Foreign Government (Sep 1994)
(When access to Proscribed Information is necessary.)
- DFARS 252.209-7003. Compliance with Veteran's Employment Reporting Requirements (Mar 1998)
(Applicable if contract is expected to exceed SAT.)
- DFARS 252.209-7004. Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (Mar 1998)
(Applicable if contract is expected to have a value of \$100,000 or more.)
- DFARS 252.209-7005. Reserve Officer Training Corps and Military Recruiting on Campus (Jan 2000)
(Applicable to Institutions of Higher Education.)
- FAR 52.211-15..... Defense Priority and Allocation Requirements (Sep 1990)
(Applicable if contract is a rated order.)

- FAR 52.213-4 Terms & Conditions-Simplified Acquisitions (Other Than Commercial Items) (Jun 1999)

- FAR 52.215-2..... Audit and Records - Negotiation Alternate II (Jun 1999)
(Applicable if contract is expected to exceed SAT.)

- FAR 52.215-5..... Fax Proposals (Oct 1997) {SECTION L}

- FAR 52.215-8..... Order of Precedence (Oct 1997)

- FAR 52.215-10..... Price Reduction for Defective Cost or Pricing Data (Oct 1997)
(Applicable if cost or pricing data is required.)

- FAR 52.215-12..... Subcontractor Cost or Pricing Data (Oct 1997)
(Applicable if clause 52.215-10 is included.)

- FAR 52.215-14..... Integrity of Unit Prices (Oct 1997)
(Applicable if contract is expected to exceed SAT.)

- FAR 52.215-15..... Pension Adjustments and Asset Reversions (Dec 1998)
(Applicable if certified cost and pricing data are required and cost determinations are subject to FAR Subpart 31.)

- FAR 52.215-16..... Facilities Capital Cost of Money (Oct 1997)
{SECTION L}
(Applicable if contract is subject to FAR 31.2.)

- FAR 52.215-17 Waiver of Facilities Capital Cost of Money (Oct 1997)
(Applicable if Contractor does not propose facilities capital cost of money.)

- FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PBR) Other Than Pensions (Oct 1997)

- FAR 52.215-19..... Notification of Ownership Changes (Oct 1997)

- FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data (Oct 1997) {SECTION L}

- FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Alternate IV) (Oct 1997) {SECTION L}
- FAR 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Modifications (Oct 1997) {SECTION L}
- FAR 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Modifications (Alternate IV) (Oct 1997) {SECTION L}
- DFARS 252.215-7000 . Pricing Adjustments (Dec 1991)
(Applicable if FAR 52.215-11, -12, or -13 applies.)
- DFARS 252.215-7002 . Cost Estimating System Requirements (Oct 1998)
(Applicable if awarded on the basis of certified cost and pricing data.)
- FAR 52.216-7 Allowable Cost and Payment (Apr 1998)
(In paragraph (a), delete "subpart 31.2" and substitute "subpart 31.3".)
- FAR 52.216-7 Allowable Cost and Payment (Apr 1998)
(In paragraph (a), delete "subpart 31.2" and substitute "subpart 31.7".)
- FAR 52.216-8 Fixed Fee (Mar 1997)
(Applicable if contract is cost-plus-fixed-fee.)
- FAR 52.216-11 Cost Contract - No Fee, Alternate 1 (Apr 1984)
(Applicable when no fee is provided.)
- FAR 52.216-12 Cost Sharing Contract - No Fee, Alternate I (Apr 1984)
- FAR 52.216-15 Predetermined Indirect Cost Rates (Feb 1998)
- FAR 52.217-9 Option to Extend Term of Contract (Nov 1999)
- FAR 52.219-1 Small Business Programs Provisions and Clauses Alternate I (Oct 1998)

- FAR 52.219-1..... Small Business Programs Provisions and Clauses
Alternate II (Jan 1999)
- FAR 52.219-8..... Utilization of Small Business Concerns (Oct 1999)
*(Applicable if contract is expected to exceed
SAT.)*
- FAR 52.219-9..... Small Business Subcontracting Plan (Oct 1999)
*(Applicable if contract offers subcontracting
possibilities, contract is expected to exceed
\$500,000, and clause at 52.219.8 is included.)*
- FAR 52.219-16 Liquidated Damages - Subcontracting Plan (Jan 1999)
(Applicable if clause at 52.219-9 is included.)
- DFARS 252.219-7003. Small Business and Small Disadvantaged Business
Subcontracting Plan (DoD Contracts) (Apr 1996)
(Applicable if clause at 52.219-9 is included.)
- FAR 52.222-1..... Notice to the Government of Labor Disputes (Feb
1997)
- FAR 52.222-2..... Payment for Overtime Premiums (Jul 1990)
*(The word "zero" is inserted in the blank space
indicated by an asterisk.)(Applicable if contract
is expected to exceed \$100,000.)*
- FAR 52.222-3..... Convict Labor (Aug 1996)
- FAR 52.222-21..... Prohibition of Segregated Facilities (Feb 1999)
- FAR 52.222-24 Pre-award On-Site Equal Opportunity Compliance
Evaluation (Feb 1999) {SECTION L}
*(Applicable if contract is expected to exceed
\$10,000,000.)*
- FAR 52.222-25..... Affirmative Action Compliance (Apr 1984)
- FAR 52.222-26..... Equal Opportunity (Feb 1999)
- FAR52.222-29..... Notification of Visa Denial (Feb 1999)
*(Applicable if contractor required to perform in
foreign country.)*

- FAR 52.222-35..... Affirmative Action for Disabled Veterans of the Vietnam Era (Apr 1988)
(Applicable if contract is expected to exceed \$10,000 except where work is performed outside the U.S. by employees recruited outside the U.S.)
- FAR 52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998)
(Applicable if contract is expected to exceed \$10,000.)
- FAR 52.222-37..... Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)
(Applicable if clause at 52.222-35 is included.)
- FAR 52.222-46..... Evaluation of Compensation for Professional Employees (Feb 1983) {SECTION L}
- FAR 52.223-2..... Clean Air and Water (Apr 1984)
(Applicable if conditions set forth in the preamble to clause are present.)
- FAR 52.223-5 Pollution Prevention and Right-to-Know Information (Mar 1997)
- FAR 52.223-6..... Drug-Free Workplace (Jan 1997)
(Applicable if contract expected to exceed \$100,000.)
- DFARS 252.223-7004. Drug-Free Work Force (Sep 1998)
(Applicable if contract involves access to classified information or when Contracting Officer determines it's necessary for reasons of national security or health and safety and contract is expected to be greater than SAT.)
- DFARS 252.223-7006. Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993)
(Applicable if contractor performs on DoD installation.)
- FAR 52.225-11 Restrictions on Certain Foreign Purchases (Aug 1988)
(Applicable when contract exceeds \$25,000.)

- FAR 52.225-14..... Inconsistency Between English Version and Translation of Contract (Aug 1989)
(Applicable if contract is expected to be translated into another language.)
- DFARS 252.225-7012. Preference for Certain Domestic Commodities (May 1999)
(Applicable if contract is expected to meet or exceed SAT.)
- DFARS 252.225-7026. Reporting of Contract Performance Outside the United States (Mar 1998)
(Applicable if contract is expected to exceed \$500,000.)
- DFARS 252.225-7031. Secondary Arab Boycott of Israel (Jun 1992)
- FAR 52.226-1..... Utilization of Indian Organizations and Indian-Owned Economic Enterprises (May 1999)
(Applicable if clause at 52.219-9 is included.)
- FAR 52.227-1..... Authorization and Consent, Alternate I (Jul 1995)
(Applicable when not using Simplified Acquisition Procedures.)
- FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)
- FAR 52.227-6..... Royalty Information (Apr 1984)
- FAR 52.227-9..... Refund of Royalties (Apr 1984)
- FAR 52.227-10..... Filing of Patent Applications - Classified Subject Matter (Apr 1984)
(Applicable if nature of contract work or classified subject matter involved in work might result in a patent application containing classified subject matter.)
- FAR 52-227-11. Patent Rights - Retention by the Contractor (Short Form) (Jun 1997)
(Applicable if Contractor is other than a small business concern or non-profit organization.)

- FAR 52.227-12 Patent Rights - Retention by the Contractor (Long Form) (Jan 1997)
(Applicable if Contractor is other than a small business concern or non-profit organization.)
- FAR 52.227-14..... Rights in Data -General (Jun 1987)
(Specify applicable alternate in contract.)
- DFARS 252.227-7013. Rights in Technical Data -- Noncommercial Items (Nov 1995)
- DFARS 252.227-7014. Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995)
- DFARS 252.227-7016. Rights in Bid or Proposal Information (Jun 1995)
- DFARS 252.227-7017. Identification and Assertion of Use, Release, or Disclosure Restrictions (Jun 1995)
- DFARS 252.227-7019. Validation of Asserted Restrictions - Computer Software (Jun 1995)
- DFARS 252.227-7020. Rights in Special Works (Jun 1995)
- DFARS 252.227-7026. Deferred Delivery of Technical Data or Computer Software (Apr 1988)
- DFARS 252.227-7027. Deferred Ordering of Technical Data or Computer Software (Apr 1988)
- DFARS 252.227-7028. Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)
- DFARS 252.227-7030. Technical Data - Withholding of Payment (Mar 2000)
- DFARS 252.227-7034. Patents - Subcontracts (Apr 1984)
- DFARS 252.227-7037. Validation of Restrictive Markings on Technical Data (Sep 1999)
- DFARS 252.227-7039. Patents - Reporting of Subject Inventions (Apr 1990)

- FAR 52.228-7 Insurance -- Liability to Third Persons (Mar 1996)
- FAR 52.229-10 State of New Mexico Gross Receipts and Compensating Tax (Oct 1988)
(Applicable if contract will be performed in whole or in part in New Mexico and tangible personal property is acquired as a direct cost with title passing directly to the U.S.)
- FAR 52.230-2..... Cost Accounting Standards (Apr 1998)
(Applicable unless contract is exempted under 48 CFR or contract is subject to modified coverage under 48 CFR.)
- FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Apr 1998)
(Applicable when contract amount is over \$500,000 but less than \$25,000,000 and the Offeror certifies and is eligible for and elects to use modified CAS coverage (see 48 CFR, 9903.201-2.)
- FAR 52.230-4..... Consistency in Cost Accounting Practices (Aug 1992)
- FAR 52.230-5 Cost Accounting Standards - Educational Institution (Apr 1998)
(Applicable if conditions set forth in the preamble to the clause are present.)
- FAR 52.230-6..... Administration of Cost Accounting Standards (Nov 1999)
(Applicable if 52.230-2,3, or 5 is included in the contract.)
- DFARS 252.231-7000. Supplemental Cost principles (Dec 1991)
(Applicable to contracts subject to FAR Subparts 31.1, 31.2, 31.6 or 31.7.)
- FAR 52.232-9..... Limitation on Withholding of Payments (Apr 1984)
- FAR 52.232-17..... Interest (Jun 1996)
(Applicable if contract is expected to exceed SAT.)
- FAR.52.232-20..... Limitation of Cost (Apr 1984)

(Applicable if contract is fully funded.)

- FAR 52.232-22..... Limitation of Funds (Apr 1984)
(Applicable if contract is incrementally funded.)
- FAR 52.232-23..... Assignment of Claims (Jan 1986)
- FAR 52.232-25..... Prompt Payment (Jun 1997)
- FAR 52.232-33 Payment By Electronic Funds Transfer-Central
Contractor Registration (May 1999)
- FAR 52.233-1..... Disputes (Oct 1998)
- FAR 52.233-1..... Disputes, Alternate I (Dec 1991)
*(Applicable if it is determined under agency
procedures that continued performance is
necessary sending resolution of any claim arising
under or relating to the contract.)*
- FAR 52.233-2..... Service of Protest (Aug 1996) {SECTION L}
*(Applicable if contract is expected to exceed
SAT.)*
- FAR 52.233-3..... Protests After Award, Alternate I (Jun 1985)
- DFARS 252.235-7010. Acknowledgement of Support and Disclaimer (May
1995)
- DFARS 252.235-7011. Final Scientific or Technical Report (Sep 1999)
- FAR 252.239-1..... Privacy or Security Safeguards (Aug 1996)
- FAR 52.242-1..... Notice of Intent to Disallow Costs (Apr 1984)
- FAR 52.242-3..... Penalties for Unallowable Costs (Oct 1995)
(Applicable in contracts over \$500,000.)
- FAR 52.242-13..... Bankruptcy (Jul 1995)
(Applicable in all contracts exceeding SAT.)
- DFARS 252.242-7000. Post-award Conference (Dec 1991)
- DFARS 252.243-7002. Request for Equitable Adjustment (Mar 1998)
(Applicable if contract expected to exceed SAT.)

- FAR 52.243-2 Changes -- Cost-Reimbursement, Alternate V (Apr 1984)
- FAR 52.243-6..... Change Order Accounting (Apr 1984)
- FAR 52.243-7..... Notification Changes (Apr 1984)
- FAR 52.244-2..... Subcontracts, Alternate I (Aug 1998)
- FAR 52-244-5..... Competition in Subcontracting (Dec 1996)
(Applicable if contract is expected to exceed SAT.)
- FAR 52.245-5..... Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), Alternate I (Jan 1986)
- FAR 52.245-18..... Special Test Equipment (Feb 1993)
(Applicable if Contractor will acquire or fabricate special test equipment but exact identification is unknown.)
- FAR 52.245-19..... Government Property Furnished "As Is" (Apr 1984)
(Applicable when Government production and research property is to be furnished "as is".)
- DFARS 252.245-7001. Reports of Government Property (May 1994)
(Applicable if clause 52.245-2, -5, -7, -10 or -11 is included.)
- FAR 52.246-8 Inspection of Research and Development - Cost Reimbursement
 {SECTION E} (Apr 1984)
(Applicable when primary objective is the delivery of end items other than designs, drawings, or reports.)
- FAR 52.246-8..... Inspection of Research and Development - Reimbursement, Cost Alternate I (Apr 1984)
 {SECTION E}
(Applicable when contract will be on a no-fee basis.)
- FAR 52.246-9..... Inspection of Research and Development (Short Form) (Apr 1984) {SECTION E}

(Applicable if clause at 52.246-8 does not apply.)

- FAR 52.246-23..... Limitation of Liability (Feb 1997)
(Applicable if contract is expected to exceed \$100,000, subject to requirements of Subpart 46.8, and does not require the delivery of high-value items.)
- FAR 52.246-24 Limitation of Liability High-Value Items (Feb 1997)
(Applicable if contract is expected to exceed \$100,000, subject to requirements of Subpart 46.8, and if contract requires the delivery of high-value items.)
- FAR 52.246-24 Limitation of Liability High-Value Items, Alternate I (Apr 1984)
(Applicable if contract requires delivery of both high-value and other end items.)
- DFARS 252.246-7001 . Warranty of Data (Dec 1991)
- FAR 52.249-5..... Termination for Convenience of the Government (Educational and Other Non-Profit Institutions) (Sep 1996)
(Applicable for research and development work with an educational or non-profit institution on a no-profit or no-fee basis.)
- FAR 52-249-14..... Excusable Delays (Apr 1984)
(Applicable if on a Fee Basis.)
- FAR 52.251-1..... Government Supply Sources (Apr 1984)
(Applicable if Contractor is authorized to acquire supplies or services from a Government supply source.)
- FAR 52.252-1..... Solicitation Provisions Incorporated by Reference (Feb 1998)
- DFARS 252.251-7000 . Ordering from Government Supply Sources (May 1995)
(Applicable if clause at 52.251-1 is included.)
- FAR 52.253-1..... Computer Generated Forms (Jan 1991)

(Applicable if Contractor will be required to submit data on standard or optional forms prescribed by this regulation and forms prescribed by agency supplements.)

**COST-REIMBURSEMENT TYPE CONTRACTS
WITH
COMMERCIAL ORGANIZATIONS**

**FAR/DFARS
CONTRACT CLAUSES**

Section I

**(ALL CLAUSES ARE IN SECTION I OF THE UNIFORM CONTRACT FORMAT,
UNLESS OTHERWISE NOTED)**

52.252-2 CLAUSES INCORPORATED BY REFERENCE -- This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of Clause)

DFARS 252.201-7000 Contracting Officer's Representative (Dec 1991)

FAR 52.202-1 Definitions (Oct 1995)
(Applicable if contract is expected to exceed \$100,000.)

FAR 52.203-3 Gratuities (Apr 1984)
(Applicable if contract is expected to exceed Simplified Acquisition Threshold (SAT))

FAR 52.203-5 Covenant Against Contingent Fees (Apr 1984)
(Applicable if contract is expected to exceed SAT.)

FAR 52.203-6.. Restrictions on Subcontractors Sales to the Government (Jul 1995)
(Applicable if contract is expected to exceed SAT.)

FAR 52.203-7 Anti-Kickback Procedures (Jul 1995)
(Applicable if contract is expected to exceed SAT.)

- FAR 52.203-8.. Cancellation, Rescission, and Recovery of Funds
for Illegal or Improper Activity (Jan 1997)
(Applicable if contract is expected to exceed
SAT.)
- FAR 52.203-10 ... Price or Fee Adjustment for Illegal or Improper
Activity (Jan 1997)
(Applicable if contract is expected to exceed
SAT.)
- FAR 52.203-12 ... Limitation on Payments to Influence Certain
Federal Transactions (Jun 1997)
(Applicable if contract is expected to exceed
\$100,000.)
- DFARS 252.203-7001 Prohibition on Persons Convicted of Fraud or
other Defense-Contract-Related Felonies (Mar
1999)
(Applicable if contract is expected to exceed
SAT.)
- DFARS 252.203-7002 Display of DoD Hotline Poster (Dec 1991)
(Applicable if contract is expected to exceed
\$5,000,000 except when performance will take
place in a foreign country.)
- FAR 52.204-2 Security Requirements (Aug 1996)
(Applicable if contract may require access to
classified information.)
- FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper
(Jun 1996)
(Applicable if contract is expected to exceed
SAT.)
- FAR 52.204-6 Data Universal Numbering System (DUNS) Number
(Jun 1999) {SECTION L}
- DFARS 252-204-7000 Disclosure of Information (Dec 1991)
(Applicable if Contractor will have access to or
generate unclassified information that may be
sensitive and inappropriate for release to the
public.)

- DFARS 252.204-7003 Control of Government Personnel Work Product
(Apr 1992)
- DFARS 252.204-7005 Oral Attestation of Security
Responsibilities (Aug 1999)
Applicable if 52.204-2 is included.)
- DFARS 252-205-7000 Provision of Information to Cooperative
Agreement Holders (Dec 1991)
*(Applicable if contract is expected to exceed
\$500,000.)*
- FAR 52.209-6 Protecting the Government's Interest when
Subcontracting with Contractors Debarred,
Suspended, or Proposed for Debarment (Jul 1995)
*(Applicable if contract is expected to exceed
\$25,000.)*
- DFARS 252-209-7000 Acquisitions from Subcontractors Subject to
On-Site Inspection Under the Intermediate-Range
Nuclear Forces (INF) Treaty (Mar 1998)
*(Applicable if contract is expected to exceed
SAT.)*
- DFARS 252-209-7001. Disclosure of Ownership or Control by the
Government of a Terrorist Country (Mar 1998)
*(Applicable if contract is expected to exceed
\$100,000 or more.)*
- DFARS 252.209-7002. Disclosure of Ownership or Control by a Foreign
Government (Sep 1994)
- DFARS 252.209-7003. Compliance with Veteran's Employment Reporting
Requirements (Mar 1998)
*(Applicable if contract is expected to exceed
SAT.)*
- DFARS 252.209-7004. Subcontracting with Firms that are Owned or
Controlled by the Government of a Terrorist
Country (Mar 1998)
*(Applicable if contract is expected to have a
value of \$100,000 or more.)*

- FAR 52.211-15 Defense Priority and Allocation Requirements (Sep 1990)*(Applicable if contract is a rated order.)*
- FAR 52.213-4..... Terms and Conditions - Simplified Acquisitions (Other than Commercial Items) (Jun 1999)
- FAR 52.215-2 Audit and Records - Negotiation, Alternate II (Jun 1999)
(Applicable if contract is expected to exceed SAT.)
- FAR 52.215-5..... Facsimile Proposals (Oct 1997) {SECTION L}
- FAR 52.215-8..... Order of Precedence -- Uniform Contract Format (Oct 1997)
- FAR 52.215-10..... Price Reduction for Defective Cost or Pricing Data (Oct 1997)
(Applicable if cost or pricing data is required.)
- FAR 52.215-12..... Subcontractor Cost or Pricing Data (Oct 1997)
(Applicable if clause 52.215-10 is included.)
- FAR 52.215-14..... Integrity of Unit Prices (Oct 1997)
(Applicable if contract is expected to exceed SAT.)
- FAR 52.215-15..... Pensions Adjustments and Asset Reversions (Dec 1998)*(Applicable if certified cost and pricing data is required and cost determinations are subject to FAR Subpart 31.)*
- FAR 52.215-16..... Facilities Capital Cost of Money (Oct 1997)
{SECTION L}*(Applicable if contract is subject to FAR 31.2.)*
- FAR 52.215-17 Waiver of Facilities Capital Cost of Money (Oct 1997)
(Applicable if Contractor does not propose facilities capital cost of money.)
- FAR 52.215-18..... Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Oct 1997)
- FAR 52.215-19..... Notification of Ownership Changes (Oct 1997)

- FAR 52.215-20..... Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) {SECTION L}
- FAR 52.215-20..... Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Alternate IV) (Oct 1997) {SECTION L}
- FAR 52.215-21..... Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Modifications (Oct 1997) {SECTION L}
- FAR 52.215-21..... Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Modifications (Alternate IV) (Oct 1997) {SECTION L}
- DFARS 252.215-7000. Pricing Adjustments (Dec 1991)
(Applicable if FAR 52.215-11, -12, or -13 applies.)
- DFARS 252.215-7002. Cost Estimating System Requirements (Oct 1998)
(Applicable if awarded on the basis of certified cost and pricing data.)
- FAR 52.216-7..... Allowable Cost and Payment (Apr 1998)
(In paragraph (a), delete "Subpart 31.2" and substitute "Subpart 31.3".)
- *FAR 52.216-7..... Allowable Cost and Payment (Apr 1998)
(In paragraph (a), delete "Subpart 31.2" and substitute "Subpart 31.7".)
- **FAR 52.216-8..... Fixed Fee (Mar 1997)
- FAR 52.216-11..... Cost Contract - No Fee (Apr 1984)
(Applicable when no fee is provided.)
- FAR 52.216-12..... Cost-Sharing Contract -- No Fee, Alternate I (Apr 1984)
- FAR 52.217-9..... Option to Extend Term of the Contract (Nov 1999)

- FAR 52.219-1 Small Business Programs Provisions and Clauses
Alternate I (Oct 1998)
- FAR 52.219-1..... Small Business Programs Provisions and Clauses
Alternate II
(Oct 1998)
- FAR 52.219-8..... Utilization of Small Business Concerns (Oct 1999)
*(Applicable if contract is expected to exceed
SAT.)*
- FAR 52.219-9..... Small Business Subcontracting Plan (Oct 1999)
*(Applicable if contract offers subcontracting
possibilities, contract is expected to exceed
\$500,000, and clause at 52.219.8 is included.)*
- FAR 52.219-16..... Liquidated Damages - Subcontracting Plan (Jan
1999)
(Applicable if clause at 52.219-9 I is included.)
- DFARS 252.219-7003. Small Business and Small Disadvantaged Business
Subcontracting Plan (DoD Contracts) (Apr 1996)
(Applicable if clause at 52.219-9 is included.)
- FAR 52.222-1 Notice to the Government of Labor Disputes (Feb
1997)
- FAR 52.222-2 Payment for Overtime Premiums (Jul 1990)
*(The word "zero" is inserted in the blank space
indicated by an asterisk.)(Applicable if contract
is expected to exceed \$100,000.)*
- FAR 52.222-3 Convict Labor (Aug 1996)
- FAR 52.222-21 ... Prohibition of Segregated Facilities (Feb 1999)
- FAR 52.222-24 ... Preaward On-Site Equal Opportunity Compliance
Evaluation

(Feb 1999) {SECTION L}
*(Applicable if contract is expected to exceed
\$10,000,000.)*
- FAR 52.222-25 ... Affirmative Action Compliance (Apr 1984)
- FAR 52.222-26 ... Equal Opportunity (Feb 1999)

- FAR 52.222-29 ... Notification of Visa Denial (Feb 1999)
(Applicable if contractor required to perform in foreign country.)
- FAR 52.222-35 ... Affirmative Action for Disabled Veterans of the Vietnam Era
 (Apr 1988)
(Applicable if contract is expected to exceed \$10,000 except when work performed outside U.S. by employees recruited outside U.S.)
- FAR 52.222-36 ... Affirmative Action for Workers with Disabilities
 (Jun 1998)
(Applicable if contract is expected to exceed \$10,000.)
- FAR 52.222-37 ... Employment Reports on Disabled Veterans and Veterans of The Vietnam Era (Jan 1999)
(Applicable if clause at 52.222-35 is included.)
- FAR 52.222-46 ... Evaluation of Compensation for Professional Employees
 (Feb 1993) {SECTION L}
- FAR 52.223-2 Clean Air and Water (Apr 1984)
(Applicable if conditions set forth in the preamble to clause are present.)
- FAR 52.223-5 Pollution Prevention and Right-To-Know Information
 (Apr 1998)
- FAR 52.223-6 Drug-Free Workplace (Jan 1997)
(Applicable if contract is expected to exceed \$100,000.)
- DFARS 252.223-7004 Drug-Free Work Force (Sep 1988)
(Applicable if contract involves access to classified information or when Contracting Officer determines its necessary for reasons of national security or health and safety and contract is expected to be greater than SAT.)

DFARS 252.223-7006 Prohibition on Storage and Disposal of Toxic
and Hazardous Materials (Apr 1993)
*(Applicable if contractor
performs on DoD installations.)*

FAR 52.225-11 ... Restrictions on Certain Foreign Purchases (Aug
1998)
*(Applicable if contract is
expected to exceed \$2,500.)*

FAR 52.225-14 ... Inconsistency Between English Version and
Translation of Contract (Aug 1989)
*(Applicable if contract is expected to be
translated into another language.)*

DFARS 252.225-7012 Preference for Certain Domestic Commodities
(May 1999)
*(Applicable if contract is expected to meet or
exceed SAT.)*

DFARS 252.225-7026 Reporting of Contract Performance Outside
the United States
(Mar 1998)
*(Applicable if contract is expected to exceed
\$500,000.)*

DFARS 252.225-7031 Secondary Arab Boycott of Israel (Jun 1992)

FAR 52.226-1 Utilization of Indian Organizations and Indian-
Owned Economic Enterprises (May 1999)
(Applicable if clause at 52.219-9 is included.)

FAR 52.227-1 Authorization and Consent, Alternate I (Jul
1995)
*(Applicable when not using
Simplified Acquisition Procedure.)*

FAR 52.227-2 Notice and Assistance Regarding Patent and
Copyright
Information (Aug 1996)

FAR 52.227-6 Royalty Information (Apr 1984)

FAR 52.227-10 ... Filing of Patent Applications - Classified
Subject Matter (Apr 1984)

(Applicable if nature of contract work or classified subject matter involved in work might result in a patent application containing classified subject matter.)

FAR 52-227-11 ... Patent Rights - Retention by the Contractor
(Short Form)

(Jun 1997)

(Applicable if Contractor is other than a small business concern or non-profit organization.)

FAR 52.227-12 ... Patent Rights - Retention by the Contractor (Long Form)

(Jan 1997)

(Applicable if Contractor is other than a small business concern or non-profit organization.)

FAR 52.227-14 ... Rights in Data - General (Jun 1987)

(Specify applicable alternate in contract.)

DFARS 252.227-7013 Rights in Technical Data -- Noncommercial
Items (Nov 1995)

DFARS 252.227-7014 Rights in Noncommercial Computer Software
and Noncommercial Computer Software Documentation
(Jun 1995)

DFARS 252.227-7016 Rights in Bid or Proposal Information (Jun
1995)

DFARS 252.227-7017 Identification and Assertion of Use,
Release, or Disclosure Restrictions (Jun 1995)

DFARS 252.227-7019 Validation of Asserted Restrictions -
Computer Software (Jun 1995)

DFARS 252.227-7020 Rights in Special Works (Jun 1995)

DFARS 252.227-7026 Deferred Delivery of Technical Data or
Computer Software (Apr 1988)

DFARS 252.227-7027 Deferred Ordering of Technical Data or
Computer Software (Apr 1988)

DFARS 252.227-7028 Technical Data or Computer Software
Previously Delivered to the Government (Jun 1995)

(Applicable if 52.230-2,3
or 5 is included in contract.)

DFARS 252.231-7000 Supplemental Cost principles (Dec 1991)
(Applicable to contracts subject to FAR Subparts
31.1, 31.2, 31.6 or 31.7.)

FAR 52.232-9 Limitation on Withholding of Payments (Apr 1984)

FAR 52.232-17 ... Interest (Jun 1996)
(Applicable if contract is expected to exceed
\$100,000.)

FAR.52.232-20 ... Limitation of Cost (Apr 1984)
(Applicable if contract is fully funded.)

FAR 52.232-22 ... Limitation of Funds (Apr 1984)
(Applicable if contract is incrementally funded.)

FAR 52.232-23 ... Assignment of Claims (Jan 1986)

FAR 52.232-25 ... Prompt Payment (Jun 1997)

FAR 52.232-33 ... Payment by Electronic Funds Transfer-Central
Contractor Registration (May 1999)

FAR 52.233-1 Disputes (Dec 1998)

FAR 52.233-1 Disputes, Alternate I (Dec 1991)
(Applicable if it is determined under agency
procedures that continued performance is
necessary sending resolution of any claim arising
under or relating to the contract.)

FAR 52.233-2 Service of Protest (Aug 1996) {SECTION L}
(Applicable if contract is expected to exceed
\$100,000.)

FAR 52.233-3 Protests After Award, Alternate I (Jun 1985)

DFARS 252.235-7010 Acknowledgement of Support and Disclaimer
(May 1995)

DFARS 252.235-7011 Final Scientific or Technical Report (Sep
1999)

FAR 52.239-1 Privacy or Security Safeguards (Aug 1996)

FAR 52.242-1 Notice of Intent to Disallow Costs (Apr 1984)

FAR 52.242-3 Penalties for Unallowable Costs (Oct 1995)
(Applicable in contracts over \$500,000.)

FAR 52.242-13 ... Bankruptcy (Jul 1995)
(Applicable if contract is expected to exceed SAT.)

FAR 52.242-15 ... Stop Work Order, Alternate I (Apr 1984) {SECTION F}

DFARS 252.242-7000 Postaward Conference (Dec 1991)

FAR 52.243-2 Changes -- Cost-Reimbursement, Alternate V (Apr 1984)

FAR 52.243-6 Change Order Accounting (Apr 1984)

FAR 52.243-7 Notification of Changes (Apr 1984)

DFARS 252.243-7002 Requests for Equitable Adjustment (Mar 1998)
(Applicable if contract expected to exceed SAT.)

FAR 52.244-2 Subcontracts, Alternate I (Aug 1998)

FAR 52-244-5 Competition in Subcontracting (Dec 1996)
(Applicable if contract is expected to exceed SAT.)

FAR 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 1986)

FAR 52.245-18 ... Special Test Equipment (Feb 1993)
(Applicable if Contractor will acquire or fabricate special test equipment but exact identification is unknown.)

FAR 52.245-19 ... Government Property Furnished "As Is" (Apr 1984)
(Applicable when Government production and research property is to be furnished "as is".)

DFARS 252.245-7001 Reports of Government Property (May 1994)
(Applicable if clause 52.245-2, -5, -7, -10 or -11 is included.)

FAR 52.246-8 Inspection of Research and Development - Cost Reimbursement
(Apr 1984) {SECTION E}
(Applicable when primary objective is the delivery of end items other than designs, drawings, or reports.)

FAR 52.246-8 Inspection of Research and Development -Cost Reimbursement, Alternate I (Apr 1984) {SECTION E}
(Applicable when contract will be on a no-fee basis.)

FAR 52.246-9 Inspection of Research and Development (Short Form)
(Apr 1984) {SECTION E}
(Applicable if clause at 52.246-8 does not apply.)

FAR 52.246-23 ... Limitation of Liability (Feb 1997)
(Applicable if contract is expected to exceed \$100,000, subject to requirements of Subpart 46.8, and does not require the delivery of high-value items..)

FAR 52.246-24 ... Limitation of Liability High-Value Items (Feb 1997)
(Applicable if contract is expected to exceed \$100,000 and is subject to requirements of subpart 46.8 and if contract requires the delivery of high-value items)

FAR 52.246-24 ... Limitation of Liability High-Value Items, Alternate I
(Apr 1984)
(Applicable if contract requires delivery of both high-value and other end items.)

DFARS 252.246-7001 Warranty of Data (Dec 1991)

- FAR 52.249-6 Termination (Cost-Reimbursement) (Sep 1996)
- FAR 52-249-14 ... Excusable Delays (Apr 1984)
- FAR 52-251-1 Government Supply Sources(Apr 1984)
*(Applicable if Contractor is authorized to
acquire supplies or services from a Government
supply source.)*
- DFARS 252.251-7000 Ordering from Government Supply Sources (May
1995)
(Applicable if clause at 52.251-1 is included.)
- FAR 52.252-1 Solicitation Provisions Incorporated by Reference
(Feb 1998)
- FAR 52.253-1 Computer Generated Forms (Jan 1991)
*(Applicable if Contractor will be required to
submit data on standard or optional forms
prescribed by this regulation and forms
prescribed by agency supplements.)*

FIXED PRICE RESEARCH AND DEVELOPMENT CONTRACTS

**FAR/DFARS
CONTRACT CLAUSES
Section I**

**(ALL CLAUSES ARE IN SECTION I OF THE UNIFORM CONTRACT FORMAT,
UNLESS OTHERWISE NOTED)**

52.252-2 CLAUSES INCORPORATED BY REFERENCE -- This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of Clause)

DFARS 252.201-7000 Contracting Officer's Representative (Dec 1991)

FAR 52.202-1 Definitions (Oct 1995)
(Applicable if contract is expected to exceed \$100,000.)

FAR 52.203-3 Gratuities (Apr 1984)
(Applicable if contract is expected to exceed Simplified Acquisition Threshold -(SAT).)

FAR 52.203-5 Covenant Against Contingent Fees (Apr 1984)
(Applicable if contract is expected to exceed SAT.)

FAR 52.203-6 Restrictions on Subcontractors Sales to the Government (Jul 1995)
(Applicable if contract is expected to exceed SAT.)

FAR 52.203-7 Anti-Kickback Procedures (Jul 1995)
(Applicable if contract is expected to exceed SAT.)

FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds For Illegal or Improper Activity (Jan 1997)
(Applicable if contract is expected to exceed SAT.)

FAR 52.203-10 ... Price or Fee Adjustment for Illegal or Improper Activity

(Jan 1997)

(Applicable if contract is expected to exceed SAT.)

FAR 52.203-12 ... Limitation on Payments to Influence Certain Federal

Transactions (Jun 1997)

(Applicable if contract is expected to exceed \$100,000.)

DFARS 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Mar 1999)

(Applicable if contract is expected to exceed SAT.)

DFARS 252.203-7002 Display of DoD Hotline Poster (Dec 1991)
(Applicable if contract is expected to exceed \$5,000,000 except when performance will take place in a foreign country.)

FAR 52.204-2 Security Requirements (Aug 1996)
(Applicable if contract may require access to classified information.)

FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper (Jun 1996)
(Applicable if contract is expected to exceed SAT.)

FAR 52.204-6 Data Universal Numbering System (DUNS) Number (Jun 1999) {SECTION L}

DFARS 252-204-7000 Disclosure of Information (Dec 1991)
(Applicable if Contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.)

DFARS 252.204-7003 Control of Government Personnel Work Product (Apr 1992)

DFARS 252.204-7005 Oral Attestation of Security
Responsibilities (Aug 1999)
*(Applicable if 52.204-2 is
included.)*

DFARS 252-205-7000 Provision of Information to Cooperative
Agreement Holders (Dec 1991)
*(Applicable if contract is expected to exceed
\$500,000.)*

FAR 52.209-6 Protecting the Government's Interest when
Subcontracting with Contractors Debarred,
Suspended, or Proposed for Debarment (Jul 1995)
*(Applicable if contract
is expected to exceed \$25,000.)*

DFARS 252.209-7000 Acquisitions from Subcontractors Subject to
On-Site Inspection Under the Intermediate-Range
Nuclear Forces (INF) Treaty (Nov 1995)
*(Applicable if contract is expected to exceed
SAT.)*

DFARS 252.209-7001 Disclosure of Ownership or Control by the
Government of a Terrorist Country (Mar 1998)
*(Applicable if contract is expected to be
\$100,000 or more.)*

DFARS 252.209-7002 Disclosure of Ownership or Control by a
Foreign Government (Sep 1994)
*(When access to Proscribed
Information is necessary.)*

DFARS 252.209-7003 Compliance with Veteran's Employment
Reporting Requirements (Mar 1998)
*(Applicable if contract is
expected to exceed SAT.)*

DFARS 252.209-7004 Subcontracting with Firms that are Owned or
Controlled by the Government of a Terrorist
Country (Mar 1998)
*(Applicable if contract is
expected to have a value of \$100,000 or more.)*

DFARS 252.209-7005 Reserve Officer Training Corps and Military Recruiting on Campus (Jan 2000)
(Applicable to Institutions of Higher Education.)

FAR 52.211-11 ... Liquidated Damages - Supplies, Services, or Research and Development (Apr 1984) {SECTION L}

FAR 52.211-15 ... Defense Priority and Allocation Requirements (Sep 1990)
(Applicable if contract is a rated order.)

FAR 52.213-4 Terms and Conditions - Simplified Acquisitions (Other than Commercial Items) (Jun 1999)

FAR 52.215-2 Audit and Records - Negotiation Alternate II (Jun 1999)
(Applicable if contract is expected to exceed SAT.)

FAR 52.215-5 Fax Proposals (Oct 1997) {SECTION L}

FAR 52.215-8 Order of Precedence (Oct 1997)

FAR 52.215-10 ... Price Reduction for Defective Cost or Pricing Data
 (Oct 1997)
(Applicable if cost or pricing data is required.)

FAR 52.215-12 ... Subcontractor Cost or Pricing Data (Oct 1997)
(Applicable if clause 52.215-10 is included.)

FAR 52.215-14 ... Integrity of Unit Prices (Oct 1997)
(Applicable if contract is expected to exceed SAT.)

FAR 52.215-15 ... Pension Adjustments and Asset Reversions (Dec 1998)
(Applicable if certified cost and pricing data are required and cost determinations are subject to FAR Subpart 31.)

FAR 52.215-16 ... Facilities Capital Cost of Money (Oct 1997)
 {SECTION L}

(Applicable if contract is subject to FAR 31.2.)

FAR 52.215-17 ... Waiver of Facilities Capital Cost of Money (Oct 1997)

(Applicable if Contractor does not propose facilities capital cost of money.)

FAR 52.215-18 ... Reversion or Adjustment of Plans for
Postretirement Benefits (PBR) Other Than Pensions
(Oct 1997)

FAR 52.215-19 ... Notification of Ownership Changes (Oct 1997)

FAR 52.215-20 ... Requirements for Cost or Pricing Data or
Information Other than Cost Or Pricing
Data (Oct 1997) {SECTION L}

FAR 52.215-20 ... Requirements for Cost or Pricing Data or
Information Other Than Cost or Pricing Data
(Alternate IV) (Oct 1997) {SECTION L}

FAR 52.215-21 ... Requirements for Cost or Pricing Data or
Information Other Than Cost or Pricing Data --
Modifications (Oct 1997) {SECTION L}

FAR 52.215-21 ... Requirements for Cost or Pricing Data or
Information Other Than Cost or Pricing Data --
Modifications (Alternate IV) (Oct 1997) {SECTION
L}

DFARS 252.215-7000 Pricing Adjustments (Dec 1991)
*(Applicable if FAR 52.215-11, -12, or -13
applies.)*

DFARS 252.215-7002 Cost Estimating System Requirements (Oct
1998)
*(Applicable if awarded on the basis of certified
cost and pricing data.)*

FAR 52.217-9 Option to Extend Term of the Contract (Nov 1999)

FAR 52.219-8 Utilization of Small Business Concerns (Oct 1999)

(Applicable if contract is expected to exceed SAT.)

FAR 52.219-9 Small Business Subcontracting Plan (Oct 1999)
(Applicable if contract offers subcontracting possibilities, contract is expected to exceed \$500,000, and clause at 52.219.8 is included.)

FAR 52.219-16 ... Liquidated Damages - Subcontracting Plan
(Jan 1999)
(Applicable if clause at 52.219-9 is included.)

DFARS 252.219-7003 Small Business and Small Disadvantaged
Business Subcontracting Plan (DoD Contracts) (Apr 1996)
(Applicable if clause at 52.219-9 is included.)

FAR 52.222-1 Notice to the Government of Labor Disputes (Feb 1997)

FAR 52.222-3 Convict Labor (Aug 1996)

FAR 52.222-21 ... Prohibition of Segregated Facilities (Feb 1999)

FAR 52.222-24 ... Preaward On-Site Equal Opportunity Compliance
Evaluation
(Feb 1999) {SECTION L}
(Applicable if contract is expected to exceed \$10,000,000.)

FAR 52.222-25 ... Affirmative Action Compliance (Apr 1984)

FAR 52.222-26 ... Equal Opportunity (Feb 1999)

FAR 52.222-29 ... Notification of Visa Denial (Feb 1999)
(Applicable if contractor required to perform in foreign country.)

FAR 52.222-35 ... Affirmative Action for Disabled Veterans of the
Vietnam Era (Apr 1988)
(Applicable if contract is expected to exceed \$10,000

except when work is to be performed outside the U.S. by employees recruited outside the U.S.)

FAR 52.222-36 ... Affirmative Action for Workers with Disabilities
(Jun 1998)

*(Applicable if contract is
expected to exceed \$10,000.)*

FAR 52.222-37 ... Employment Reports on Disabled Veterans and
Veterans of the Vietnam Era (Jan 1999)
(Applicable if clause at 52.222-35 is included.)

FAR 52.222-46 ... Evaluation of Compensation for Professional
Employees
(Feb 1983) {SECTION L}

FAR 52.223-2 Clean Air and Water (Apr 1984) {SECTION L}
*(Applicable if conditions
set forth in the preamble to
clause are present.)*

FAR 52.223-5 Pollution Prevention and Right-to-Know
Information
(Mar 1997)

FAR 52.223-6 Drug-Free Workplace (Jan 1997)
*(Applicable if contract is expected to exceed
\$100,000.)*

DFARS 252.223-7004 Drug-Free Work Force (Sep 1998)
*(Applicable if contract involves access to
classified information or when Contracting
Officer determines its necessary for reasons of
national security or health and safety and
contract is expected to be greater than SAT.)*

DFARS 252.223-7006 Prohibition of Storage and Disposal of Toxic
and Hazardous Materials (Apr 1993)
*(Applicable if contractor performs in DoD
installation.)*

DFARS 252.225-7012 Preference for Certain Domestic Commodities
(May 1999)
*(Applicable if contract is expected to meet or
exceed SAT.)*

DFARS 252.225-7026 Reporting of Contract Performance Outside
the United States
(Mar 1998)
*(Applicable if contract is expected to exceed
\$500,000.)*

DFARS 252.225-7031 Secondary Arab Boycott of Israel (Jun 1992)

FAR 52.226-1 Utilization of Indian Organizations and Indian-
Owned Economic Enterprises (May 1999)
(Applicable if clause at 52.219-9 is included.)

FAR 52.227-1 Authorization and Consent, Alternate I (Jul
1995) *(Applicable
when not using Simplified Acquisition Procedure.)*

FAR 52.227-2 Notice and Assistance Regarding Patent and
Copyright Information (Aug 1996)

FAR 52.227-10 ... Filing of Patent Applications - Classified
Subject Matter (Apr 1984)
*(Applicable if nature of contract work or
classified subject matter involved in work might
result in a patent application containing
classified subject matter.)*

FAR 52-227-11 ... Patent Rights - Retention by the Contractor
(Short Form) (Jun 1997)
*(Applicable if Contractor is other than a small
business concern or non-profit organization.)*

FAR 52.227-12 ... Patent Rights - Retention by the Contractor (Long
Form) (Jan 1997)
*(Applicable if Contractor is other than a
small business concern or non-profit
organization.)*

FAR 52.227-14 ... Rights in Data - General (Jun 1987)
(Specify applicable alternate in contract.)

DFARS 252.227-7013 Rights in Technical Data -- Noncommercial
Items (Nov 1995)

DFARS 252.227-7014 Rights in Noncommercial Computer Software
and Noncommercial Computer Software Documentation
(Jun 1995)

DFARS 252.227-7016 Rights in Bid or Proposal Information (Jun
1995)

DFARS 252.227-7017 Identification and Assertion of Use,
Release, or Disclosure Restrictions (Jun 1995)

DFARS 252.227-7019 Validation of Asserted Restrictions -
Computer Software (Jun 1995)

DFARS 252.227-7020 Rights in Special Works (Jun 1995)

DFARS 252.227-7026 Deferred Delivery of Technical Data or
Computer Software
(Apr 1988)

DFARS 252.227-7027 Deferred Ordering of Technical Data or
Computer Software
(Apr 1988)

DFARS 252.227-7028 Technical Data or Computer Software
Previously Delivered to the Government (Jun 1995)

DFARS 252.227-7030 Technical Data - Withholding of Payment (Mar
2000)

DFARS 252.227-7034 Patents - Subcontracts (Apr 1984)

DFARS 252.227-7037 Validation of Restrictive Markings on
Technical Data
(Sep 1999)

DFARS 252.227-7039 Patents - Reporting of Subject Inventions
(Apr 1990)
(Applicable if clause 52.227-11 is included.)

FAR 52.228-5 Insurance -- Work on a Government Installation
(Jan 1997)
*(Applicable if contract is expected to exceed
SAT, and more than a small amount of work on a
Government installation.)*

- FAR 52.229-3 Federal, State and Local Taxes (Jun 1991)
(Applicable if contract is expected to exceed SAT.)
- FAR 52.230-2 Cost Accounting Standards (Apr 1998)
(Applicable unless contract is exempted under 48 CFR or contract is subject to modified coverage under 48 CFR.)
- FAR 52.230-3..... Disclosure and Consistency of Cost Accounting Practices
 (Apr 1998)
(Applicable when contract amount is over \$500,000 but less than \$25,000,000 and the Offeror certifies and is eligible for and elects to use modified CAS coverage (see 48 CFR, Subpart 9903.201-2.)
- FAR 52.230-4.... Consistency in Cost Accounting Practices (Aug 1992)
- FAR 52.230-5.... Cost Accounting Standards - Educational Institution
 (Apr 1998)
(Applicable if contract set forth in the preamble to the clause are present.)
- FAR 52.230-6 Administration of Cost Accounting Standards (Nov 1999)
(Applicable if 52.230-2,3, or 5 is included in contract.)
- DFARS 252.231-7000 Supplemental Cost principles (Dec 1991)
(Applicable to contracts subject to FAR Subparts 31.1, 31.2, 31.6 or 31.7.)
- FAR 52.232-2 Payments Under Fixed-Price Research and Development
 Contracts (Apr 1984)
- FAR 52.232-9 Limitation on Withholding of Payments (Apr 1984)
- FAR 52.232-13 ... Notice of Progress Payments (Apr 1984)

FAR 52.232-16 ... Progress Payments (Jul 1991)
(Applicable if Government will provide progress payments based on costs.)

FAR 52.232-16 ... Progress Payments, Alternate I (Jul 1991)
(Applicable if Contractor is a small business concern and Government will provide progress payments based on cost.)

FAR 52.232-17 ... Interest (Jun 1996)
(Applicable if contract is expected to exceed \$100,000.)

FAR 52.232-23 ... Assignment of Claims (Jan 1986)

FAR 52.232-25 ... Prompt Payment (Jun 1997)

FAR 52.232-33 ... Payment by Electronic Funds Transfer - Central Contractor Registration (May 1999)

DFARS 252.232-7004 DoD Progress Payment Rates (Feb 1996)
(Applicable if clause at 52.232-16 or its Alternate is included.)

DFARS 252.232-7007 Limitation of Government's Obligation (Aug 1993)
(Applicable if an incrementally funded fixed-price contract is expected.)

FAR 52.233-1 Disputes (Dec 1998)

FAR 52.233-1 Disputes, Alternate I (Dec 1991)
(Applicable if it is determined under agency procedures that continued performance is necessary sending resolution of any claim arising under or relating to the contract.)

FAR 52.233-2 Service of Protest (Aug 1996)
(Applicable if contract is expected to exceed \$100,000.)

FAR 52.233-3 Protests After Award (Aug 1996)

DFARS 252.235-7010 Acknowledgement of Support and Disclaimer (May 1995)

DFARS 252.235-7011 Final Scientific or Technical Report (Sep 1999)

FAR 52.239-1 Privacy or Security Safeguards (Aug 1996)

FAR 52.242-3 Penalties for Unallowable Costs (Oct 1995)
(Applicable in contracts over \$500,000.00)

FAR 52.242-13 ... Bankruptcy (Jul 1995)
(Applicable in all contracts exceeding SAT.)

FAR 52.242-15 ... Stop Work Order (Aug 1989) {SECTION F}

DFARS 252.242-7000 Post-award Conference (Dec 1991)

FAR 52.243-1 Changes -- Fixed-Price, Alternate V (Apr 1984)

FAR 52.243-6 Change Order Accounting (Apr 1984)

FAR 52.243-7 Notification of Changes (Apr 1984)

DFARS 252.243-7001 Pricing of Contract Modifications (Dec 1991)

DFARS 252.243-7002 Request for Equitable Adjustment (Mar 1998)
(Applicable if contract expected to exceed SAT.)

FAR 52-244-5 Competition in Subcontracting (Dec 1996)
(Applicable if contract is expected to exceed SAT.)

FAR 52.245-2 Government Property (Fixed-Price Contracts) (Dec 1989)

FAR 52.245-2 Government Property (Fixed-Price Contracts),
 Alternate II (Jul 1985)
(Applicable to non-profit institutions of higher education or non-profit organizations whose primary purpose is the conduct of scientific research.)

FAR 52.245-4 Government-Furnished Property (Short Form) (Apr 1984)

(Applicable if acquisition cost of all furnished Government property is \$100,000 or less, unless contract is with an educational or non-profit organization.)

FAR 52.245-9 Use and Charges (Apr 1984)

FAR 52.245-17 ... Special Tooling (Dec 1989)

FAR 52.245-18 ... Special Test Equipment (Feb 1993)
(Applicable if Contractor will acquire or fabricate special test equipment but exact identification is unknown.)

FAR 52.245-19 ... Government Property Furnished "As Is" (Apr 1984)
(Applicable when Government production and research property is to be furnished "as is".)

DFARS 252.245-7001 Reports of Government Property (May 1994)
(Applicable if clause 52.245-2, -5, -7, -10 or -11 is included.)

FAR 52.246-7 Inspection of Research and Development - Fixed-Price (Aug 1996) {SECTION E}
(Applicable when the primary objective is the delivery of end items other than designs, drawings, or reports unless clause 52.246-9 is more appropriate.)

FAR 52.246-9 Inspection of Research and Development (Short Form) (Apr 1984) {SECTION L}
(Applicable if clause at 52.246-7 does not apply.)

FAR 52.246-16 ... Responsibility for Supplies (Apr 1984) {SECTION E}
(Applicable if contract is expected to exceed \$100,000.)

FAR.246-18 Warranty of Supplies of a Complex Nature (Apr 1984)
(Applicable if warranty clause has been approved under agency procedures and the deliverable is for complex items.)

FAR 52.246-23 ... Limitation of Liability (Feb 1997)
(Applicable if contract is expected to exceed \$100,000, subject to requirements of Subpart 46.8, and does not require the delivery of high-value items..)

FAR 52.246-24 ... Limitation of Liability High-Value Items (Feb 1997)
(Applicable if contract is expected to exceed \$100,000 and is subject to requirements of Subpart 46.8 and if contract requires delivery of high-value items.)

FAR 52.246-24 ... Limitation of Liability High-Value Items, Alternate I (Apr 1984)
(Applicable if contract is expected to exceed \$100,000 and is subject to requirements of Subpart 46.8 and if it requires delivery of both high-value and other end items.)

DFARS 252.246-7001 Warranty of Data (Dec 1991)

DFARS 252.246-7001 Warranty of Data, Alternate II (Dec 1991)
(Applicable when extended liability is desired.)

FAR 52.249-1 Termination for Convenience of the Government (Fixed-Price)(Short Form) (Apr 1984)
(Applicable if contract is expected to be \$100,000 or less, and unless the contract is for research and development work with an educational institution or non-profit institution on a no-profit basis.)

FAR 52.249-2 Termination for Convenience of the Government (Fixed-Price
(Sep 1996)
(Applicable if contract is expected to exceed \$100,000 unless the contract is for research and development with an educational or non-profit institution on a no-profit basis.)

FAR 52.249-5 Termination for Convenience of the Government (Educational and Other Non-Profit Institutions) (Sep 1996)

(Applicable for research and development work with an educational or non-profit institution on a no-profit or no-fee basis.)

FAR 52-249-9 Default (Fixed-Price Research and Development)
(Apr 1984)

(Applicable unless contract is with an educational or non-profit institution on a no-profit basis, and if contract is expected to exceed SAT.)

FAR 52.251-1 Government Supply Sources (Apr 1984)
(Applicable if Contractor is authorized to acquire supplies or services from a Government supply source.)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference
(Feb 1998)

DFARS 252.251-7000 Ordering from Government Supply Sources (May
1995)

(Applicable if clause at 52.251-1 is included.)

FAR 52.253-1 Computer Generated Forms (Jan 1991)
(Applicable if Contractor will be required to submit data on standard or optional forms prescribed by this regulation and forms prescribed by agency supplements.)

CONSTRUCTION CLAUSES

NOTE: THE FOLLOWING CLAUSES APPLY TO THE DEVELOPMENT PHASE OF RESEARCH UNDER THIS BAA. THE DAVIS BACON WAGE RATES ALONG WITH ANY OTHER CLAUSES DETERMINED TO BE APPLICABLE TO THIS PHASE SHALL BE ADDED DURING NEGOTIATIONS.

52.000-4088 BID, PERFORMANCE AND PAYMENT BONDS

The following provisions apply to offers in excess of \$25,000.00:

NOTE: THE PERFORMANCE AND PAYMENT BONDS SHALL BE FURNISHED BY THE PRIME CONTRACTOR.

a. BID BONDS. Not required.

b. PERFORMANCE AND PAYMENT BONDS. Within 10 days after the prescribed forms are presented to the bidder to whom award is made for signature, a written contract on the form prescribed by the specifications shall be executed and two bonds, each with good and sufficient surety or sureties acceptable to the Government furnished; namely, a performance bond (Standard Form 25) and payment bond (Standard Form 25A). The penal sums of such bonds will be as follows:

(1) Performance Bond. The penal sum of the performance bond shall equal one hundred percent (100 %) of the contract price.

(2) Payment Bond. The penal sum of the payment bond shall equal one hundred percent (100 %) of the contract price.

Any bonds furnished will be furnished by the Contractor to the Government prior to commencement of contract performance.

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

52.222-6 DAVIS-BACON ACT (FEB 1995)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

52.225-9 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (MAY 2002)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

52.236-8 OTHER CONTRACTS (APR 1984)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

52.236-12 CLEANING UP (APR 1984)

52.236-13 ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I (NOV 1991)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

52.236-17 LAYOUT OF WORK (APR 1984)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

52.242-14 SUSPENSION OF WORK (APR 1984)

52.243-4 CHANGES (AUG 1987)

52.244-5 -- Competition in Subcontracting (Dec 1996)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991)

252.243-7000 MODIFICATION PROPOSAL (DEC 1991)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	28. AWARD DATE