



**US Army Corps  
of Engineers®**



**BROAD AGENCY ANNOUNCEMENT  
W912HZ-20-BAA-03**

**U.S. ARMY ENGINEER  
RESEARCH AND DEVELOPMENT CENTER  
(ERDC)**

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**POINTS OF CONTACT:**

For contractual and/or technical questions concerning proposals contact:

Olivia White via email at [Olivia.White@usace.army.mil](mailto:Olivia.White@usace.army.mil)

All communications shall be submitted in writing via the email address above.

Questions will not be accepted after 1600 CST, 7 APR 2020.

**PREPARATION INSTRUCTIONS AND ADDRESSES SHOWN IN PART III.**

For more information about ERDC visit our website at: <http://www.erd.usace.army.mil/>

**INTRODUCTION**

ITL provides expertise in the science of information, the practice of information processing and the engineering of information systems to produce enabling technologies for the Corps of Engineers, U.S. Army, Department of Defense (DOD) and their customers. ITL conducts research and development in informatics and computational science and engineering with particular emphasis on high-performance computing, computer-aided and interdisciplinary engineering, computer science, and instrumentation systems.

Through its research and development (R&D) programs, ITL enables the Army to use advanced information technology to address a wide range of engineering and scientific challenges. The laboratory provides innovative best-value solutions to meet the needs of customers in the following areas:

**High Performance Computing and Networking**

- User Tools
- Data Analysis and Assessment Center (DAAC)

**Software Engineering and Informatics**

- Information Assurance
- CAD/BIM for DoD
- Library and Knowledge Transfer
- Management Information Systems (MIS)

**Computational Science and Engineering**

- Decision Science and Decision Support

- Multi-scale Approach to Materials Design
- Graphical User Interfaces
- Artificial Intelligence Techniques for Improved Computational Efficiency

“The provisions of the Competition in Contracting Act of 1984 (P.L. 98-369) as implemented in the Federal Acquisition Regulation (**FAR 35.016**) 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. To be eligible for consideration and possible contract award, the technology or methodology shall be either basic research, applied research, advanced technology development not for a specific system/hardware, or demonstration and validation.

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. 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. Resulting agreements may be in the form of purchase orders, contracts, grants, or cooperative agreements depending upon the specifics of the effort, such as extent of Government involvement, actual scope of work, and cost.

This guide constitutes the BAA of this Command and conforms to regulatory requirements of the Federal Acquisition Regulation. This guide provides prospective offerors information on the preparation of proposals for basic or applied research. Directions as to form and procedures are included. This guide is also posted on [www.Grants.gov](http://www.Grants.gov).

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.**

This BAA supersedes all previous editions and shall remain in effect until superseded.

Proposals are encouraged from Historically Black Colleges and Universities or Minority Institutions (HBCUs/MIs) for students to provide research support to any of the research and

development areas listed in this BAA. HBCU/MIs interested in submitting a proposal must address the specific areas of research under which they are submitting. They must also clearly state within their proposal their capability to perform the contract and include a positive statement of their eligibility as an HBCU or MI. These contracts will be written in accordance with the Contract Student Regulation as regards pay, GPA requirements, place of performance and every other requirement or statement within the regulation.

ERDC also encourages small business concerns, women owned small businesses, small disadvantaged business concerns, small businesses located in HUBZones, businesses participating in the Small Business Administration 8(a) program, and service disabled veteran-owned small businesses 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.

Proposals submitted under the BAA should clearly identify within the proposal any research that is expected to be fundamental in nature as defined in National Security Defense Directive 189. Fundamental research means basic and applied research in science and engineering, the results of which ordinarily are published and shared broadly within the scientific community, as distinguished from proprietary research and from industrial development, design, production, and product utilization, the results of which ordinarily are restricted for proprietary or national security reasons.

Federally Funded Research and Development Centers (FFRDCs) and Government entities (Government/National laboratories, military educational institutions, etc.) are subject to applicable direct competition limitations and cannot propose to this BAA in any capacity unless they meet the following conditions. FFRDCs must clearly demonstrate that the work is not otherwise available from the private sector AND they also provide a letter on letterhead from their sponsoring organization citing the specific authority establishing their eligibility to propose to government solicitations and compete with industry, and compliance with the associated FFRDC sponsor agreement and terms and conditions. This information is required for FFRDCs proposing to be prime or subcontractors. Government entities must clearly demonstrate that the work is not otherwise available from the private sector and provide written documentation citing the specific statutory authority (as well as, where relevant, contractual authority) establishing their ability to propose to Government solicitations. At the present time, DARPA does not consider 15 U.S.C. 3710a to be sufficient legal authority to show eligibility.

## **PART I: BACKGROUND & RESEARCH INTERESTS**

I. The INFORMATION TECHNOLOGY LABORATORY (ITL) conducts research, development, and studies and provides technical assistance and operational support in information technology (IT) and closely related fields, with particular emphasis on the areas of computer-aided interdisciplinary engineering, computer-aided design and drafting, building information modeling, computer-aided facilities management, computer science, high performance computing, advanced

computer security, general-purpose computing, and sensor and instrumentation systems. These activities are conducted to support and enable execution of missions of USACE, the Army, and DoD.

## II. Research Areas

### Topic 1: System Engineering Techniques

Researches, develops and applies advanced system engineering techniques to address system acquisition and readiness challenges. System acquisition is addressed through design trade space development; analysis and reporting of many designs and system readiness via Condition Based Maintenance based primarily on sensor and maintenance data from the many systems. Both challenges are characterized by the massive data volume involved and require that the techniques of acquisition, mining, storage, transfer, cleaning, retrieval and analytical processes; AL/ML algorithms; systems modeling; consisting of either classical methods, scaled to enable processing of the data, or new, innovative methods developed with the ability to process the massive volume of data from the beginning.

### Topic 2: High Performance Computing (HPC) Enabled Development of Surrogate Models and Data Analytics

High performance computing has enabled development of multi-scale multi-physics solvers for a wide range of DoD applications. Computational approaches have provided insight into numerous complex, computationally challenging application areas. However, current techniques often rely on large scale CFD and FEA analyses that require prohibitive computational resources. There is a need for computationally efficient and accurate surrogate models for full-order, algebraic systems. The primary interest is in application of novel techniques using HPC to develop surrogate models and data analytics for complex applications. Application areas of interest include but are not limited to modeling of blast effects, flight envelop simulations, turbulent rotor dynamics, vehicle vibration effects on humans. Research topics of interest for HPC enabled surrogate models and machine learning technologies include: (a) multi-physics interactions, (b) fluid-structure-thermal interaction models, (c) aerothermoelastic models, (d) thermo-mechanical processes, (e) applications to CFD and FEA, (f) anomaly detection, (g) analysis of robustness of models, (h) physics-informed machine learning.

### Topic 3: Leveraging HPC capabilities for On-the-Edge Computing

The availability of high performance computing capabilities on military ground vehicles will lead to many opportunities for innovative information processing and decision support systems. On-the-edge computing has the potential to provide soldiers with access to data and sensors leading to improved situation awareness. However, these applications require highly functional, understandable, and secure systems that can provide accurate and actionable data under uncertainty in the field. Development of HPC-enabled computational approaches that leverage on-the-edge capabilities are needed. Research topics of interest for HPC-enabled on-the-edge computing include: (a) electro-optical sensor data processing, (c) thermal/IR sensor data processing, (d) radar sensor data processing, (e) acoustic sensor data processing, (f) terrain and environment characterization, (g) terrain and environment mapping, (h)

sensor fusion, (i) anomaly detection and characterization, (j) multi-factor optimization of local maneuver planning.

#### Topic 4: Large-Scale Additive Manufacturing

There is an interest to develop tooling and techniques that will dramatically accelerate development and acquisition cycles of defense materiel. Of particular interest is the ability to design, fabricate, and test large-scale components and systems (i.e. the longest dimension exceeds a meter in length). A necessary product of this is testable components that could be used for a variety of defense needs, such as: armor; aerospace, ground, and marine sub-structures; specialized facilities for blast and ballistic protection; marine ship hulls; and rotorcraft components.

#### Topic 5: Computational Material Testing and Validation

There is an interest to develop computational processes for material testing and validation of components. Of particular interest is the testing of components and sub-components that are produced through additive manufacturing technologies. This new and innovative capability would enable the direct connection between the standard procedures for advanced manufacturing techniques and numerical tools for engineering mechanics simulations. These new approaches will contribute to reducing the uncertainty of additively manufactured components.

#### Topic 6: Design Optimization with Novel Manufacturing Technologies

There is an interest in using advanced computing techniques to design components and sub-components of defense weapons systems. Of particular interest is direct connections between computational design software, numerical optimization tools, and 3D printing technologies. A necessary product of this work is an integrated suite of tools to allow designers to move through each of the steps enumerated.

#### Topic 7: Operational Support Using Additive Manufacturing

There is an interest in using additive manufacturing technologies to support the forward deployment of U.S. military personnel. This would serve to reduce the supply chain needed for military operations. Of particular interest is the creation of structures, perimeter protection, gap crossing structures, and large mission critical components in the field. This new technology would significantly enhance expeditionary force planning, experimentation and operations.

## **PART II: PRE-PROPOSAL & PROPOSAL EVALUATION**

A. All proposals initially submitted in response to this BAA will be considered pre-proposals unless specified as a full proposal. Should ERDC evaluation indicate a need for a full proposal, one will be requested from the offeror. Every pre-proposal and full proposal will include an Executive Summary prepared by the offeror. The Executive Summary will be no more than one page in length. The Executive Summary will not include any sensitive data or proprietary information. The purpose of the Executive Summary is to provide evaluators a comprehensive synopsis, an overview, of the pre-proposal/full proposal's key points. A pre-proposal will not exceed 5 pages. Upon receipt, the ERDC staff will perform an initial review of its scientific merit, its potential contribution to the Army/ERDC

mission, and the current availability of funding. As prescribed in FAR 35.016(a), proposed efforts shall focus on supporting ERDC's 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. Offerors of pre-proposals receiving favorable initial review will be encouraged to submit a more detailed full proposal (in the format outlined in Part III), which will be evaluated in accordance with the criteria detailed below:

B. Proposals submitted in response to this BAA which result in the award of a contract instrument will be evaluated as received using the following factors/criteria:

1. The overall scientific and/or technical merits of the proposal, including how the proposal meets the FAR 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.
2. The potential contributions of the effort to the ERDC mission.
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. Pre-proposals and proposals not considered having 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.

### **PART III: PRE-PROPOSAL & PROPOSAL PREPARATION**

#### **SECTION 1 - Introduction**

This part is intended to provide information needed in preparing research proposals for submission to ERDC.

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, including the focus on scientific study and experimentation directed toward advancing the state-of-the-art or increasing knowledge or understanding. It should include all the information specified in this announcement in order to avoid delays in evaluation. Pre-proposals will be evaluated and notification will be sent encouraging submission of a full proposal or advising the offeror not to submit. Full Proposals will be evaluated and notification will be sent encouraging submission of revisions or notification of rejection. Contract award may be made electronically. Offerors are requested to provide their e-mail address upon submission of proposal and also the name, address, and phone number of their cognizant Defense



Contract Audit Agency (DCAA) office, if known.

All offerors must be registered in the System for Award Management (SAM) at <https://www.sam.gov/portal/SAM/#1> before award can be made.

Proposals should include details on expected use of the DoD High Performance Computing (HPC) Center systems.

Organizations or individuals interested in submitting research proposals to ERDC are encouraged to make preliminary inquiries as to the general need for the type of research effort contemplated before expending extensive effort in preparing a detailed research proposal or submitting proprietary information. 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 and to determine funding availability.

Proposals submitted under the BAA should clearly identify within the proposal any research that is expected to be fundamental in nature as defined in National Security Defense Directive 189. Fundamental research means basic and applied research in science and engineering, the results of which ordinarily are published and shared broadly within the scientific community, as distinguished from proprietary research and from industrial development, design, production, and product utilization, the results of which ordinarily are restricted for proprietary or national security reasons.

Note that no funds available to the Department of Defense may be provided to any institution of higher education that either has a policy of denying or that effectively prevents the Secretary of Defense from obtaining, for military recruiting purposes, entry to campuses or access to students on campuses or access to directory information pertaining to students.

Note that there is a new requirement for contractor reporting if the contract is funded with military funds. The below info is provided for your assistance in complying. At the website listed, there are FAQs you may also find helpful.

“The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil/> The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer’s Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the

United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site."

## 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 offeror's best interest to review all requirements listed within. Note that contract clauses are self-deleting; therefore, there is neither a requirement nor need for a modification to the award if any clause is found not applicable. Performance after the receipt of an award signed by the Contracting Officer indicates your full acceptance of all terms and conditions within the award.

Awards will be made on SF-33, SF-26, DD-1155, or other document as appropriate. Offerors shall provide a completed Attachment C with their technical and cost proposals. Awards will consist of all applicable clauses and contracts 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

### 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). Note: If award is made unilaterally, offeror agrees to clauses mentioned within this BAA for their particular contract type.

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

SECTION L (Instructions, Conditions, and Notices to Offerors or Respondents) is included within this BAA solicitation

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

### B. REPORT REQUIREMENTS:

The number and types of reports will be specified in the contractual document. 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:

Full proposals should be submitted with a completed Attachment C, as stated in paragraph A of this Section 2, and also a signed and dated SF-33 available at <http://www.gsa.gov/portal/forms/download/116254>

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-proposals will be evaluated and notification will be sent encouraging submission of a full proposal or advising the offeror not to submit. Full Proposals will be evaluated and notification will be sent encouraging submission of revisions or notification of rejection. Contract award may be made electronically. Offerors are requested to provide their e-mail address upon submission of proposal and also the name, address, and phone number of their cognizant Defense Contract Audit Agency (DCAA) office, if known.

ERDC will only accept pre-proposals and proposals electronically. Pre-proposals and proposals regarding this BAA should be submitted to Olivia White via email at [Olivia.White@usace.army.mil](mailto:Olivia.White@usace.army.mil) If any issues arise during submission electronically please email Olivia White. You will receive confirmation if your proposal has been received.

For inquiries, please contact Olivia White via email or via phone at 601-634-5336.

## SECTION 3 – Type of Contract

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 suitability in supporting research is a cost-reimbursable type contract. It 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.

Cost-reimbursable contracts are used because of its suitability in supporting research. It permits some flexibility in the redirection of efforts due to recent research experiment results or changes in Army guidance. Cost-reimbursement types of contracts provide for payment of allowable incurred costs, to the extent prescribed in the contract. These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed (except at its own risk) without the approval of the contracting officer.

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.

This BAA affords the offeror the option of submitting proposals for the award of a contract.

#### SECTION 4 – Contents of Pre-Proposal

Pre-proposals will not exceed five pages and will state the Topic Number under which they are being submitted. The pre-proposal should contain the following: (in addition to the Representations and Certifications at Attachment C)

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 (to include the email address).
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.
5. The detailed estimated cost (i.e., labor costs, material costs, burdens, etc.).
6. Statements describing the objective(s) or goal(s) of the working hypothesis to be proved or disproved, if appropriate.

7. Statements describing 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. Statements describing 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.
10. A one page Executive Summary describing the background, scope of work, deliverables, and total proposed price (no cost breakdown is required in the executive summary). The executive summary shall not contain any sensitive data or proprietary information and is excluded from the pre-proposal page limitation of five pages.

#### SECTION 5 – Contents of Full Proposal

Proposals shall state the Topic Number under which they are being submitted, and contain the following: (in addition to the Representations and Certifications at Attachment C)

#### TECHNICAL

The technical portion of the proposal will contain the following and any other information the offeror considers necessary to address the evaluation criteria mentioned in Part II:

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. A recommended Quality Assurance Surveillance Plan, which includes proposed methods for the Government to evaluate performance and determine that the deliverables (results/products/reports, etc) are properly executed.
3. 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.
4. The names of other agencies to which the proposal has also been submitted.
5. A brief description of offeror's organization, to include name, address, phone numbers, and email address.
6. Past performance information to include the name, address, point of contact, phone number, email address, 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.

7. A one page Executive Summary, revised as appropriate from the pre-proposal submission, describing the background, scope of work, deliverables, and total proposed price (no cost breakdown is required in the Executive Summary). The Executive Summary shall not contain any sensitive data or proprietary information.

9. A Performance Work Statement (PWS) clearly detailing the scope and objectives of the effort; tasks to be completed; the technical approach; and deliverables. It is anticipated that the proposed PWS will be incorporated in the resultant award instrument. To this end, such proposals must include a PWS without any proprietary restrictions, which can be included in the award instrument.

### COST

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

1. A complete detail of direct labor to include, by discipline, 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 reason/need for travel, 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. Any documentation which supports the above.
11. Offerors will furnish the name and telephone number of their cognizant audit agency.

**KEY DATES**

<b>Event</b>	<b>Date</b>
BAA is released	01 April 2020
BAA closes for Full Proposals	29 May 2020

If a Pre-proposal is desired, it shall be submitted prior to 01 May 2020; however Full Proposals are due by 29 May 2020. Full Proposals may be submitted sooner than the date specified above. Full Proposals may be submitted without a pre-proposal.

**ATTACHMENTS**

ATTACHMENT A – Clauses of Fixed Price Contracts  
**FIXED PRICE CONTRACTS**  
**FAR/DFARS CONTRACT CLAUSES**

**ALL APPLICABLE CLAUSES WILL BE INCORPORATED WITHIN THE AWARD DOCUMENTS.**

The full text of a clause and its complete prescription may be accessed electronically at the FAR site (clauses beginning with “52.”) at

<http://farsite.hill.af.mil/vffara.htm>

and the DFARS site (clauses beginning with “252.”) at

<http://farsite.hill.af.mil/vffara.htm>

52.252-1 Solicitation Provisions Incorporated by Reference.  
This solicitation incorporates one or more provisions by reference.

52.252-2 Clauses Incorporated by Reference.  
This contract incorporates one or more clauses by reference.

252.201-7000, Contracting Officer's Representative

52.202-1 Definitions, in solicitations and contracts that exceed the simplified acquisition threshold. When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

52.203-3 Gratuities, in solicitations and contracts with a value exceeding the simplified acquisition threshold.

52.203-5 Covenant Against Contingent Fees, in all solicitations and contracts exceeding the simplified acquisition threshold.

52.203-7 Anti-Kickback Procedures, in solicitations and contracts exceeding the simplified acquisition threshold.

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies, in all solicitations and contracts exceeding the simplified acquisition threshold.

In solicitations and contracts that exceed the simplified acquisition threshold, insert the clauses at 52.203-8, Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity, and 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity.

52.203-12, Limitation on Payments to Influence Certain Federal Transactions, shall be included in solicitations and contracts expected to exceed \$150,000.

52.204-2 Security Requirements, in solicitations and contracts when the contract may require access to classified information.

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper, in solicitations and contracts that exceed the simplified acquisition threshold.

52.204-6 Data Universal Numbering System (DUNS) Number.

52.204-7 System for Award Management, plus 252.204-7004 Alternate A instructs to substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this provision—

*“Data Universal Numbering System (DUNS) number”* means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

*“Data Universal Numbering System+4 (DUNS+4) number”* means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

*“Registered in the System for Award Management (SAM) database”* means that—



- (1) The Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14), into the SAM database; and
- (2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
- (4) The Government has marked the record “Active”.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).

- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

252.204-7000 Disclosure of Information, in solicitations and contracts when the contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.

252.204-7003 Control of Government Personnel Work Product.

252.204-7004 (Alt A) Central Contractor Registration

252.204-7005 Oral Attestation of Security Responsibilities, in solicitations and contracts that include the clause at 52.204-2, Security Requirements.

252.205-7000 Provision of Information to Cooperative Agreement Holders, in solicitations and contracts expected to exceed \$1,000,000.

52.207-5 Option to Purchase Equipment, in solicitations and contracts involving a lease with option to purchase.

52.208-8 Required Sources for Helium and Helium Usage Data, in solicitations and contracts if it is anticipated that performance of the contract involves a major helium requirement.

52.209-6 Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, in solicitations and contracts where the contract value exceeds \$30,000.

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country, in all solicitations expected to result in contracts of \$150,000 or more. Any disclosure that the government of a terrorist country has a significant interest in an offeror or a subsidiary of an offeror shall be forwarded

through the head of the agency to the Director of Defense Procurement, ATTN: OUSD (AT&L) DP/FC, 3060 Defense Pentagon, Washington, DC 20301-3060.

252.209-7002 Disclosure of Ownership or Control by a Foreign Government, in all solicitations when access to proscribed information is necessary for contract performance.

252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country, in solicitations and contracts with a value of \$150,000 or more.

252.209-7005 Reserve Officer Training Corps and Military Recruiting on Campus, in all solicitations and contracts with institutions of higher education.

52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use in solicitations when the contract to be awarded will be a rated order.

52.211-15 Defense Priority and Allocation Requirements, in contracts that are rated orders.

52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) in orders under the simplified acquisition threshold.

52.214-34 Submission of Offers in the English Language.

52.214-35 Submission of Offers in U.S. Currency.

52.215-1, Instructions to Offerors -- Competitive Acquisition, in all competitive solicitations where the Government intends to award a contract without discussions.

52.215-2 Audit and Records-Negotiation (10 U.S.C. 2313, 41 U.S.C. 254d, and OMB Circular No. A-133), in solicitations and contracts except those for acquisitions not exceeding the simplified acquisition threshold.

52.215-5 Facsimile Proposals.

52.215-8 Order of Precedence -- Uniform Contract Format.

52.215-10 Price Reduction for Defective Cost or Pricing Data.

52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications.

52.215-14 Integrity of Unit Prices, in solicitations and contracts except for acquisitions at or below the simplified acquisition threshold.

52.215-15 Pension Adjustments and Asset Reversions in solicitations and contracts for which any preaward or postaward cost determinations will be subject to Part 31.

52.215-16 Facilities Capital Cost of Money, in solicitations expected to result in contracts that are subject to the cost principles for contracts with commercial organizations (see FAR 31.2).

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

52.216-1 Type of Contract, in a solicitation unless it is for a fixed-price acquisition made under simplified acquisition procedures.

252.219-7003 Small Business Subcontracting Plan (DoD Contracts), in solicitations and contracts that contain the clause at FAR 52.219-9 Small Business Subcontracting Plan. In contracts with contractors which have comprehensive subcontracting plans approved under the test program described in 219.702(a), use the clause at 252.219-7004 Small Business Subcontracting Plan (Test Program), instead of the clauses at 252.219-7003 Small Business Subcontracting Plan (DoD Contracts), and FAR 52.219-9 Small Business Subcontracting Plan. In contracts with contractors that have comprehensive subcontracting plans approved under the test program described in 219.702(a), do not use the clause at FAR 52.219-16 Liquidated Damages--Subcontracting Plan.

52.219-8 Utilization of Small Business Concerns, in solicitations and contracts when the contract amount is expected to be over the simplified acquisition threshold unless the contract, together with all its subcontracts, is to be performed entirely outside of the United States and its outlying areas.

52.219-9 Small Business Subcontracting Plan, in solicitations and contracts that offer subcontracting possibilities, are expected to exceed \$650,000 (\$1,500,000 for construction of any public facility), and are required to include the clause at 52.219-8 Utilization of Small Business Concerns. When contracting by negotiation, and subcontracting plans are required with initial proposals as provided for in 19.705-2(d), the contracting officer shall use the clause with its Alternate II.

52.219-16 Liquidated Damages --Subcontracting Plan, in all solicitations and contracts containing the clause at 52.219-9 Small Business Subcontracting Plan, or the clause with its Alternate II.

52.222-3 Convict Labor, in solicitations and contracts above the micro-purchase threshold, (a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.222-26 Equal Opportunity.

52.222-21 Prohibition of Segregated Facilities.

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation, in when the amount of the contract is expected to be \$10 million or more.

52.222-29 Notification of Visa Denial, in contracts if the contractor is required to perform in or on behalf of a foreign country.

52.222-35 Equal Opportunity for Veterans in solicitations and contracts if the expected value is \$100,000 or more, except when work is performed outside the United States by employees recruited outside the United States.

52.222-36 Affirmative Action for Workers with Disabilities, in solicitations and contracts that exceed \$15,000 or are expected to exceed \$15,000, except when work is to be performed outside the United States by employees recruited outside the United States (for the purpose of this, United States includes the several states, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and Wake Island).

52.222-37 Employment Reports on Veterans, in solicitations and contracts containing the clause at 52.222-35, Equal Opportunity for Veterans.

52.223-3 Hazardous Material Identification and Material Safety Data, in solicitations and contracts if the contract will require the delivery of hazardous materials as defined in FAR 23.301.

52.223-5 Pollution Prevention and Right-to-Know Information, in all solicitations and contracts that provide for performance, in whole or in part, on a Federal facility. Use Alt II if the contract provides for Contractor activities on a Federal facility.

52.223-6 Drug-Free Workplace, (b) The Contractor, if other than an individual, shall -- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration --

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's

workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about --

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will --

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

252.223-7001 Hazard Warning Labels, in solicitations and contracts which require submission of hazardous material data sheets.

252.223-7002 Safety Precautions for Ammunition and Explosives, and 252.223-7003 Change in Place of Performance--Ammunition and Explosives, in all solicitations and contracts for acquisition to which this section applies.

252.223-7004 Drug-Free Work Force, in all solicitations and contracts--(1) That involve access to classified information; or(2) When the contracting officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of those using or affected by the product of, or performance of, the contract.(b) Do not use the clause in solicitations and contracts when performance or partial performance will be outside the United States, its territories, and possessions, unless the contracting officer determines such inclusion to be in the best interest of the Government; or When the value of the acquisition is at or below the simplified acquisition threshold.

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials, in all solicitations and contracts which require, may require, or permit contractor performance on a DoD installation. Use the clause at 252.223-7006 with its Alternate I, when the Secretary of the military department issues a determination under the exception at 223.7102(a) (9).

252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives, in all solicitations and contracts to which DoD 5100.76-M applies, in accordance with the policy at 223.7201. Complete paragraph (b) of the clause based on information provided by cognizant technical or requirements personnel.

252.225-7003 Report of Intended Performance Outside the U. S. and Canada – Submission with Offer in solicitations greater than \$12.5 million.

252.225-7004 Report of Intended Contract Performance Outside the U. S. and Canada – Submission after award in solicitations greater than \$12.5 million.

252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the U.S., in contracts expected to exceed \$650,000.

252.225.7012 Preference for Certain Domestic Commodities.

252.225-7031 Secondary Arab Boycott of Israel.

252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

252.225-7041 Correspondence in English, in solicitations and contracts when contract performance will be wholly or in part in a foreign country.

252.225-7042 Authorization to Perform, in solicitations and contracts when contract performance will be wholly or in part in a foreign country.

252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States, in solicitations and contracts that require performance or travel outside the United States

52.225-13 Restrictions on Certain Foreign Purchases, in solicitations and contracts, unless an exception applies.

52.225-14 Inconsistency Between English Version and Translation of Contract, in solicitations and contracts if anticipating translation into another language. Insert the clause with its Alternate I in all R&D solicitations and contracts unless both complete performance and delivery are outside the United States, its possessions, and Puerto Rico. When a proposed contract involves both R&D work and supplies or services, and the R&D work is the primary purpose of the contract, the contracting officer shall use this alternate. In all other proposed contracts involving both R&D work and supplies or services, the contracting officer shall use the basic clause. Also, when a proposed contract involves either R&D or supplies and materials, in addition to construction or architect-engineer work, the contracting officer shall use the basic clause.

52.226-2 Historically Black College or University and Minority Institution Representation, in solicitations set aside for HBCU/MIs.

252.226-7000 Notice of Historically Black College or University and Minority Institution Set-Aside, in solicitations and contracts set-aside for HBCU/MIs.

52.227-1 Alternate 1, Authorization and Consent. If, in the Government's interest, it is appropriate to exempt one or more specific United States patents from the patent indemnity clause, the contracting officer shall obtain written approval from the agency head or designee and shall insert the clause at 52.227-5, Waiver of Indemnity, in solicitations and contracts in addition to the appropriate patent indemnity clause.

52.227-6 Royalty Information.

252.227-7013 Rights in Technical Data--Noncommercial Items, in solicitations and contracts when the successful offeror(s) will be required to deliver technical data to the Government. Do not use the clause when the only deliverable items are computer software or computer software documentation (see 227.72), commercial items (see 227.7102-3), existing works (see 227.7105), special works (see 227.7106). Use the clause at 252.227-7013 with its Alternate I in research contracts when the contracting officer determines, in consultation with counsel, that public dissemination by the contractor would be-(1) In the interest of the Government; and (2) Facilitated by the Government relinquishing its right to publish the work for sale, or to have others publish the work for sale on behalf of the Government.

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, in solicitations and contracts when the successful offeror(s) will be required to deliver computer software or computer software documentation. Do not use the clause when the only deliverable items are technical data (other than computer software documentation), commercial computer software or commercial computer software documentation, commercial items (see 227.7102-



3), special works (see 227.7205). Use the clause at 252.227-7014 with its Alternate I in research contracts when the contracting officer determines, in consultation with counsel, that public dissemination by the contractor would be-(i) In the interest of the Government; and (ii) Facilitated by the Government relinquishing its right to publish the work for sale, or to have others publish the work for sale on behalf of the Government.

Except as provided in paragraph (b) of this subsection, use the clause at 252.227-7015, Technical Data--Commercial Items, in all solicitations and contracts when the contractor will be required to deliver technical data pertaining to commercial items, components, or processes. Do not require the contractor to include this clause in its subcontracts.

(b) Use the clause at 252.227-7013 Rights in Technical Data--Noncommercial Items, in lieu of the clause at 252.227-7015 if the Government will pay any portion of the development costs. Do not require the contractor to include this clause in its subcontracts for commercial items or commercial components.

Use the following clauses in solicitations and contracts that include the clause at 252.227-7013: (1) 252.227-7016 Rights in Bid or Proposal Information; (2) 252.227-7030 Technical Data--Withholding of Payment; (3) 252.227-7036 Declaration of Technical Data Conformity; and (4) 252.227-7037 Validation of Restrictive Markings on Technical Data (paragraph (e) if the clause contains information that must be included in a challenge).

252-227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions

252.227-7019 Validation of Asserted Restrictions--Computer Software.

252.227-7020 Rights in Special Works.

252.227-7021 Rights in Data--Existing Works, in lieu of the clause at 252.227-7013 Rights in Technical Data--Noncommercial Items, in solicitations and contracts exclusively for existing works when-(1) The existing works will be acquired without modification; and (2) The Government requires the right to reproduce, prepare derivative works, or publicly perform or display the existing works; or (3) The Government has a specific need to obtain indemnity for liabilities that may arise out of the content, performance, use, or disclosure of such data. (b) The clause at 252.227-7021 provides the Government, and others acting on its behalf, a paid-up, non-exclusive, irrevocable, world-wide license to reproduce, prepare derivative works and publicly perform or display the works called for by a contract and to authorize others to do so for government purposes.(c) A contract clause is not required to acquire existing works such as books, magazines and periodicals, in any storage or retrieval medium, when the Government will not reproduce the books, magazines or periodicals, or prepare derivative works.

252.227-7025 Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends, in solicitations and contracts when it is anticipated that the Government will provide the contractor, for performance of its contract, technical data marked with another contractor's restrictive legend(s).

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government, in solicitations when the resulting contract will require the contractor to deliver technical data. The

provision requires offerors to identify any technical data specified in the solicitation as deliverable data items that are the same or substantially the same as data items the offeror has delivered or is obligated to deliver, either as a contractor or subcontractor, under any other federal agency contract.

252.227-7032 Rights in Technical Data and Computer Software (Foreign), may be used in contracts with foreign contractors to be performed overseas, except Canadian purchases (see paragraph (c) of this subsection), in lieu of the clause at 252.227-7013 Rights in Technical Data--Noncommercial Items, when the Government requires the unrestricted right to use, modify, reproduce, perform, display, release or disclose all technical data to be delivered under the contract. Do not use the clause in contracts for existing or special works. (b) When the Government does not require unlimited rights, the clause at 252.227-7032 may be modified to accommodate the needs of a specific overseas procurement situation. The Government should obtain rights in the technical data that are not less than the rights the Government would have obtained under the data rights clause(s) prescribed in this part for a comparable procurement performed within the United States or its possessions. (c) Contracts for Canadian purchases shall include the appropriate data rights clause prescribed in this part for a comparable procurement performed within the United States or its possessions.

252.227-7037 Validation of Restrictive Markings on Technical Data, in all solicitations and contracts for commercial items that include the clause at 252.227-7015 or the clause at 252.227-7013. Do not require the contractor to include this clause in its subcontracts for commercial items or commercial components.

Pursuant to FAR 27.304-1(e), the contracting officer shall insert the clause at 252.227-7039 Patents--Reporting of Subject Inventions, in solicitations and contracts containing the clause at FAR 52.227-11, Patent Rights--Ownership by the Contractor (Short Form). Report of Subject Inventions and Subcontracts is located at:

<http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd0882.pdf>

52.227-10 Filing of Patent Applications -- Classified Subject Matter, in all classified solicitations and contracts and in all solicitations and contracts where the nature of the work or classified subject matter involved in the work reasonably might be expected to result in a patent application containing classified subject matter.

52.227-11 Patent Rights -- Ownership by the Contractor, unless an alternative patent rights clause is used in accordance with paragraph (c), (d), or (e) of this section, insert the clause at 52.227-11, Patent Rights--Ownership by the Contractor. To the extent the information is not required elsewhere in the contract, and unless otherwise specified by agency supplemental regulations, the contracting officer may modify 52.227-11(e) or otherwise supplement the clause to require the contractor to do one or more of the following: (i) Provide periodic (but not more frequently than annually) listings of all subject inventions required to be disclosed during the period covered by the report. (ii) Provide a report prior to the closeout of the contract listing all subject inventions or stating that there were none. (iii) Provide the filing date, serial number, title, patent number and issue date for any patent application filed on any subject invention in any country or, upon request, copies of any patent application so identified. (iv) Furnish the Government an irrevocable power to inspect and make copies of the patent application file when a Government employee is a co-inventor.

52.227-14 Rights in Data -- Generally, a contract should contain only one data rights clause. However, where more than one is needed, the contract should distinguish the portion of contract performance to which each pertains. (b)(1) Insert the clause at 52.227-14, Rights in Data--General, in solicitations and contracts if it is contemplated that data will be produced, furnished, or acquired under the contract, unless the contract is-- (i) For the production of special works of the type set forth in 27.405-1, although in these cases insert the clause at 52.227-14, Rights in Data--General, and make it applicable to data other than special works, as appropriate (see paragraph (e) of this section); (ii) For the acquisition of existing data, commercial computer software, or other existing data, as described in 27.405-2 through 27.405-4 (see paragraphs (f) and (g) of this section); (iii) A small business innovation research contract (see paragraph (h) of this section); (iv) To be performed outside the United States (see paragraph (i)(1) of this section); (v) For architect-engineer services or construction work (see paragraph (i)(2) of this section); (vi) For the management, operation, design, or construction of a Government-owned facility to perform research, development, or production work (see paragraph (i)(3) of this section); or (vii) A contract involving cosponsored research and development in which a clause providing for less than unlimited right has been authorized (see 27.408).

52.228-5 Insurance -- Work on a Government Installation, in solicitations and contracts when a fixed-price contract is contemplated, the contract amount is expected to exceed the simplified acquisition threshold, and the contract will require work on a Government installation.

52.228-7 Insurance -- Liability to Third Persons.

52.229-3 Federal, State, and Local Taxes, in solicitations and contracts if the contract is to be performed wholly or partly within the United States, its possessions, or territories, Puerto Rico, or the North Mariana Islands, when the contract is expected to exceed the simplified acquisition threshold.

52.229-6 Taxes -- Foreign Fixed-Price Contracts, in solicitations and contracts expected to exceed the simplified acquisition threshold when a fixed-price contract is contemplated and the contract is to be performed wholly or partly in a foreign country, unless it is contemplated that the contract will be with a foreign government.

52.230-2 Cost Accounting Standards, in negotiated contracts, a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall --

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be

applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4) (i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C.6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is affected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C.601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date

or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$650,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

#### 52.230-7 Proposal Disclosure—Cost Accounting Practice Changes

52.231-7000 Supplemental Cost Principles, in all solicitations and contracts, which are subject to the principles and procedures described in FAR Subparts 31.1, 31.2, 31.6, and 31.7.

52.232-2 Payment under Fixed-Price Research and Development Contracts.

52.232-7003 Electronic Submission of Payment Requests and Receiving Reports.

52.232-7007 Limitation of Government's Obligation, in solicitations and resultant incrementally funded fixed-price contracts. The contracting officer may revise the contractor's notification period, in paragraph (c) of the clause, from "ninety" to "thirty" or "sixty" days, as appropriate.

52.232-7010 Levies on Contractor Payments.

52.232-9 Limitation on Withholding of Payments, in solicitations and contracts when a supply contract, research and development contract, service contract, time-and-materials contract, or labor-hour contract is contemplated that includes two or more terms authorizing the temporary withholding of amounts otherwise payable to the contractor for supplies delivered or services performed.

52.232-16 Progress Payments, in solicitations that may result in contracts greater than the SAT providing for progress payments based on cost. If the contractor is a small business concern, use the clause with its Alternate I.

52.232-17 Interest, in solicitations and contracts. It may be inserted if the contract will be in one or more of the following categories: Contracts at or below the simplified acquisition threshold; Contracts without any provision for profit or fee with a nonprofit organization; Any other exceptions authorized under agency procedures.

52.232-23 Assignment of Claims, in solicitations and contracts expected to exceed the micro-purchase threshold, unless the contract will prohibit the assignment of claims (see 32.803(b)). The use of the clause is not required for purchase orders. However, the clause may be used in purchase orders expected to exceed the micro-purchase threshold that are accepted in writing by the contractor, if such use is consistent with agency policies and regulations. If a no-setoff commitment has been authorized (see 32.803(d)), the contracting officer shall use the clause with its Alternate I.

52.232-24 Prohibition of Assignment of Claims, in solicitations and contracts for which a determination has been made under agency regulations that the prohibition of assignment of claims is in the Government's interest.

52.232-25 Prompt Payment, in all solicitations and contracts, except when payment terms and the late payment penalties are established by other governmental authority (e.g., tariffs). (1) As authorized in 32.904(b)(1)(ii)(B)(4), the contracting officer may modify the date in paragraph (a)(5)(i) of the clause to specify a period longer than 7 days for constructive acceptance, if required to afford the Government a reasonable opportunity to inspect and test the supplies furnished or to evaluate the services performed. (2) As provided in 32.903, agency policies and procedures may authorize amendment of paragraphs (a)(1)(i) and (ii) of the clause to insert a period shorter than 30 days (but not less than 7 days) for making contract invoice payments.

52.232-33 Payment by Electronic Funds Transfer—System for Award Management.

52.233-1 Disputes. If it is determined under agency procedures that continued performance is necessary pending resolution of any claim arising under or relating to the contract, the contracting officer shall use the clause with its Alternate I.

52.233-2 Service of Protest, in solicitations for contracts expected to exceed the simplified acquisition threshold.

52.233-3 Protest After Award, in all solicitations and contracts. If a cost reimbursement contract is contemplated, the contracting officer shall use the clause with its Alternate I.

52.233-4 – Applicable Law for Breach of Contract Claim.

252.233-7001 Choice of Law (Overseas).

252.235-7010 Acknowledgment of Support.

252.235-7011 Final Scientific or Technical Report.

52.239-1 Privacy or Security Safeguards, in solicitations and contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.

252.239-7000 Protection Against Compromising Emanations

52.242-13 Bankruptcy, in all solicitations and contracts exceeding the simplified acquisition threshold.

52.242-15 Stop-Work Order. If a cost-reimbursement contract is contemplated, the contracting officer shall use the clause with its Alternate I.

52.243-1 Changes -- Fixed-Price.

52.243-6 Change Order Accounting, in solicitations and contracts for research and development contracts of significant technical complexity, if numerous changes are anticipated.

52.243-7 Notification of Changes, in research and development for principal subsystems.

252.243-7001 Pricing of Contract Modifications, in solicitations and contracts when anticipating and using a fixed price type contract.

252.243-7002 Requests for Equitable Adjustment, in solicitations and contracts estimated to exceed the simplified acquisition threshold.

52.244-6 Subcontracts for Commercial Items.

52.245-1, Government Property, Except as provided in paragraph (d) of this section, the contracting officer shall insert the clause at 52.245-1, Government Property, in- (i) All cost reimbursement, time-and-material, and labor-hour type solicitations and contracts; and (ii) Fixed-price solicitations and contracts when the Government will provide Government property. (iii) Contracts or modifications awarded under FAR Part 12 procedures where Government property that exceeds the simplified acquisition threshold, as defined in FAR 2.101, is furnished or where the contractor is directed to acquire property for use under the contract that is titled in the Government.

52.245-9, Use and Charges, when Government will furnish property for performance of the contract.

52.246-7, Inspection of Research and Development -- Fixed-Price, in solicitations and contracts for research and development when the primary objective of the contract is the delivery of end items other than designs, drawings, or reports, and the contract amount is expected to exceed the simplified acquisition threshold; unless use of the clause is impractical and the clause prescribed in 46.309 is considered to be more appropriate.

Use a clause substantially the same as the clause at 252.246-7001, Warranty of Data, in solicitations and contracts that include the clause at 252.227-7013, Rights in Technical Data and Computer Software, and there is a need for greater protection or period of liability than provided by other contract clauses, such as the clauses at-(i) FAR 52.246-3, Inspection of Supplies--Cost-Reimbursement;(ii) FAR 52.246-6, Inspection--Time-and-Material and Labor-Hour;(iii) FAR 52.246-8, Inspection of Research and Development--Cost-Reimbursement; and(iv) FAR 52.246-19, Warranty of Systems and Equipment Under Performance Specifications or Design Criteria.(2) Use the clause at 252.246-7001, Warranty of Data, with its Alternate I when extended liability is desired and a fixed price incentive contract is contemplated.(3) Use the clause at 252.246-7001, Warranty of Data, with its Alternate II when extended liability is desired and a firm fixed price contract is contemplated.

52.246-9 Inspection of Research and Development (Short Form), in solicitations and contracts for research and development when the clause prescribed in 46.307 or the clause prescribed in 46.308 is not used.

52.246-11 Higher-Level Contract Quality Requirement, in solicitations and contracts when the inclusion of a higher-level contract quality requirement is appropriate (see 46.202-4).

52.246-16 Responsibility for Supplies.

52.246-18 Warranty of Supplies of a Complex Nature, in solicitations and contracts for deliverable complex items when a fixed-price supply or research and development contract is contemplated and the use of a warranty clause has been approved under agency procedures. If the contractor's design rather than the Government's design will be used, insert the word "design" before "material" in paragraph (b)(1). If it is anticipated that recovery of the warranted item will involve considerable Government expense for disassembly and/or reassembly of larger items, the contracting officer may use the clause with its Alternate IV.

52.246-19 Warranty of Systems and Equipment under Performance Specifications or Design Criteria, in solicitations and contracts when performance specifications or design are of major importance; a fixed-price research and development contract for systems and equipment is contemplated; and the use of a warranty clause has been approved under agency procedures.

In (1) contracts requiring delivery of end items that are not high-value items, insert the clause at 52.246-23, Limitation of Liability. (2) In contracts requiring delivery of high-value items, insert the clause at 52.246-24, Limitation of Liability -- High Value Items. (3) In contracts requiring delivery of both high-value items and other end items, insert both clauses prescribed in (1) and (2) of this section, Alternate I of the clause at 52.246-24, and identify clearly in the contract schedule the line items designated as high-value items.

In (1) contracts requiring delivery of end items that are not high-value items, insert the clause at 52.246-23, Limitation of Liability.

(2) In contracts requiring delivery of high-value items, insert the clause at 52.246-24, Limitation of Liability -- High Value Items.

(3) In contracts requiring delivery of both high-value items and other end items, insert both clauses prescribed in (1) and (2) of this section, Alternate I of the clause at 52.246-24, and identify clearly in the contract schedule the line items designated as high-value items.

52.247-63 Preference for U. S.-Flag Air Carriers.

52.247-64 Preference for Privately Owned U. S.-Flag Commercial Vessels.

252.247-7023, Transportation of Supplies by Sea.

252.247-7024 Notification of Transportation of Supplies by Sea, in all contracts for which the offeror made a negative response to the inquiry in the provision at 252.247-7022, Representation of Extent of Transportation by Sea.

52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form), as prescribed in 49.502(a) (1), in solicitations and contracts when a fixed-price contract is contemplated and the contract amount is expected to be \$150,000 or less, except

(a) if use of the clause at 52.249-4, Termination for Convenience of the Government (Services) (Short Form) is appropriate

(b) in contracts for research and development work with an educational or nonprofit institution on a nonprofit basis,

(c) or if one of the clauses prescribed or cited at 49.505(a), (b), or (e), is appropriate:

- Fixed-price contracts of \$150,000 or less (short form).

(1) General use. Insert the clause at 52.249-1, Termination for Convenience of the Government (Fixed-Price) (Short Form), in solicitations and contracts when a fixed-price contract is contemplated and the contract amount is expected to be \$150,000 or less, except --



(i) If use of the clause at 52.249-4, Termination for Convenience of the Government (Services) (Short Form) is appropriate,

(ii) In contracts for research and development work with an educational or nonprofit institution on a no-profit basis,

(iii) if one of the clauses prescribed or cited at 49.505(a), (b), or (e), is appropriate.

(b) Fixed-price contracts over \$150,000.

(i) General use. Insert the clause at 52.249-2, Termination for Convenience of the Government (Fixed-Price), in solicitations and contracts when a fixed-price contract is contemplated and the contract amount is expected to be over \$150,000, except in contracts for Research and development work with an educational or nonprofit institution on a no-profit basis. It shall not be used if the clause at 52.249-4, Termination for Convenience of the Government (Services) (Short Form), is appropriate (see 49.502(c)), or one of the clauses prescribed or cited at 49.505(a), (b), or (e), is appropriate.

(e) Subcontracts.

(1) General use. The prime contractor may find the clause at 52.249-1, Termination for Convenience of the Government (Fixed-Price) (Short Form), or at 52.249-2, Termination for Convenience of the Government (Fixed-Price), as appropriate, suitable for use in fixed-price subcontracts, except as noted in subparagraph (e)(2) of this section; provided, that the relationship between the contractor and subcontractor is clearly indicated. Inapplicable conditions (e.g., paragraph (d)) in 52.249-2 should be deleted and the periods reduced for submitting the subcontractor's termination settlement proposal (e.g., 6 months), and for requesting an equitable price adjustment (e.g., 45 days).

(2) Research and development. The prime contractor may find the clause at 52.249-5, Termination for the Convenience of the Government (Educational and Other Nonprofit Institutions), suitable for use in subcontracts placed with educational or nonprofit institutions on a no-profit or no-fee basis; provided, that the relationship between the contractor and subcontractor is clearly indicated. Inapplicable conditions (e.g., paragraph (h)) should be deleted, the period for submitting the subcontractor's termination settlement proposal should be reduced (e.g., 6 months), the subcontract should be placed on a no-profit or no-fee basis, and the subcontract should incorporate or be negotiated on the basis of the cost principles in Part 31 of the Federal Acquisition Regulation

52.249-5 Termination for the Convenience of the Government (Educational and Other Nonprofit Institutions), in solicitations and contracts when either a fixed-price or cost-reimbursement contract is contemplated for research and development work with an educational or nonprofit institution on a nonprofit or no-fee basis.

52.249-9 Default (Fixed-Price Research and Development), in solicitations and contracts for research and development when a fixed-price contract is contemplated and the contract amount is expected to

exceed the simplified acquisition threshold, except those with educational or nonprofit institutions on a no-profit basis.

52.251-1 Government Supply Sources, in solicitations and contracts when the contracting officer may authorize the contractor to acquire supplies or services from a Government supply source.

252.251-7000 Ordering From Government Supply Sources, in solicitations and contracts which include the clause at FAR 52.251-1, Government Supply Sources.

52.253-1 Computer Generated Forms, in solicitations and contracts that require the contractor to submit data on Standard or Optional Forms prescribed by this regulation and forms prescribed by agency supplements.

ATTACHMENT B – Clauses for Cost-Reimbursable Contracts  
COST-REIMBURSABLE CONTRACTS  
FAR/DFARS CONTRACT CLAUSES

ALL APPLICABLE CLAUSES WILL BE INCORPORATED WITHIN THE AWARD DOCUMENTS.

The full text of a clause and its complete prescription may be accessed electronically at the FAR site (clauses beginning with “52.”) at <https://www.acquisition.gov/far/current/html/FARTOCP52.html#wp372482> and the DFARS site (clauses beginning with “252.”) at <http://www.acq.osd.mil/dpap/dars/dfars/html/current/tochtml.htm>

52.252-1 Solicitation Provisions Incorporated by Reference.  
This solicitation incorporates one or more provisions by reference.

52.252-2 Clauses Incorporated by Reference.  
This contract incorporates one or more clauses by reference.

252.201-7000, Contracting Officer's Representative.

52.202-1 Definitions, in solicitations and contracts that exceed the simplified acquisition threshold.  
The contracting officer may include additional definitions, provided they are consistent with the clause and the FAR.

52.203-3 Gratuities, in solicitations and contracts with a value exceeding the simplified acquisition threshold.

52.203-5 Covenant Against Contingent Fees, in all solicitations and contracts exceeding the simplified acquisition threshold.

52.203-7 Anti-Kickback Procedures, in solicitations and contracts exceeding the simplified acquisition threshold.

52.203-7001, Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies, in all solicitations and contracts exceeding the simplified acquisition threshold.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions, shall be included in solicitations and contracts expected to exceed \$150,000.

52.203-14 Display of Hotline Posters, Unless the contract is for the acquisition of a commercial item under part 12 or will be performed entirely outside the United States--

...

(b) Insert the clause at FAR 52.203-14, Display of Hotline Poster(s), if--(i) The contract exceeds \$5,000,000 or a lesser amount established by the agency; and(ii)(A) The agency has a fraud hotline poster; or(B) The contract is funded with disaster assistance funds.In paragraph (b)(3) of the clause, the contracting officer shall--(i) Identify the applicable posters; and(ii) Insert the website link(s) or other contact information for obtaining the agency and/or Department of Homeland Security poster.In paragraph (d) of the clause, if the agency has established policies and procedures for display of the OIG fraud hotline poster at a lesser amount, the contracting officer shall replace ``\$5,000,000" with the lesser amount that the agency has established.

52.204-2 Security Requirements, in solicitations and contracts when the contract may require access to classified information.

52.204-4 Printed or Copied Double-Sided on Recycled Paper, in solicitations and contracts that exceed the simplified acquisition threshold.

52.204-6 Data Universal Numbering System (DUNS) Number.

52.204-7 Central Contractor Registration, plus 252.204-7004 Alternate A instructs to substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation

with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor’s CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records “Active.”

252.204-7000 Disclosure of Information, in solicitations and contracts when the contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.

252.204-7003 Control of Government Personnel Work Product.

252.204-7004 Central Contractor Registration, Alt A

252.204-7005 Oral Attestation of Security Responsibilities, in solicitations and contracts that include the clause at FAR 52.204-2, Security Requirements.

252.205-7000 Provision of Information to Cooperative Agreement Holders, in solicitations and contracts expected to exceed \$1,000,000.

52.207-5 Option to Purchase Equipment, in solicitations and contracts involving a lease with option to purchase.

52.208-8 Required Sources for Helium and Helium Usage Data, in solicitations and contracts if it is anticipated that performance of the contract involves a major helium requirement.

52.209-6 Protecting the Government's Interests when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, in solicitations and contracts where the contract value exceeds \$30,000.

252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country, in all solicitations expected to result in contracts of \$100,000 or more. Any disclosure that the government of a terrorist country has a significant interest in an offeror or a subsidiary of an offeror shall be forwarded through the head of the agency to the Director of Defense Procurement, ATTN: OUSD(AT&L)DP/FC, 3060 Defense Pentagon, Washington, DC 20301-3060.

252.209-7002, Disclosure of Ownership or Control by a Foreign Government, in all solicitations when access to proscribed information is necessary for contract performance.

252.209-7004, Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country, in solicitations and contracts with a value of \$100,000 or more.

52.209-7005, Reserve Officer Training Corps and Military Recruiting on Campus, in all solicitations and contracts with institutions of higher education.

52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use, in solicitations when the contract to be awarded will be a rated order.

52.211-15 Defense Priority and Allocation Requirements, in contracts that are rated orders.

52.213-4 Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items) in orders under the simplified acquisition threshold.

52.214-34 Submission of Offers in the English Language.

52.214-35 Submission of Offers in U.S. Currency.

52.215-1 (Alt I) Instructions to Offerors -- Competitive Acquisition, in all competitive solicitations where the Government intends to award a contract without discussions.

52.215-2 Audit and Records-Negotiation (10 U.S.C. 2313, 41 U.S.C. 254d, and OMB Circular No. A-133), in solicitations and contracts except those for acquisitions not exceeding the simplified acquisition threshold. For cost-reimbursement contracts with educational institutions, and other nonprofit organizations, the contracting officer shall use the clause with its Alternate II.

52.215-5 Facsimile Proposals.

52.215-8 Order of Precedence -- Uniform Contract Format.

52.215-10 Price Reduction for Defective Cost or Pricing Data.

52.215-11 Price Reduction for Defective Cost or Pricing Data – Modifications.

52.215-14 Integrity of Unit Prices, in solicitations and contracts except for acquisitions at or below the simplified acquisition threshold.

52.215-15 Pension Adjustment and Asset Reversions in solicitations and contracts for which any preaward or postaward cost determinations will be subject to Part 31.

52.215-16 Facilities Capital Cost of Money, in solicitations expected to result in contracts that are subject to the cost principles for contracts with commercial organizations (see FAR 31.2).

If the prospective contractor does not propose facilities capital cost of money in its offer, the contracting officer shall insert the clause at 52.215-17 Waiver of Facilities Capital Cost of Money, in the resulting contract.

52.216-1 Type of Contract, in a solicitation unless it is for a fixed-price acquisition made under simplified acquisition procedures.

52.216-7 Allowable Cost and Payment, in solicitations and contracts when a cost-reimbursement contract is contemplated. If the contract is with an educational institution, modify the clause by deleting from paragraph (a) the words "Subpart 31.2" and substituting for them "Subpart 31.3." "If the contract

is with a nonprofit organization other than an educational institution or a nonprofit organization exempted under OMB Circular No. A-122, modify the clause by deleting from paragraph (a) the words "Subpart 31.2" and substituting for them "Subpart 31.7."

52.216-8 Fixed Fee, in solicitations and contracts when a cost-plus-fixed-fee contract is contemplated.

52.216-11 Cost Contract -- No Fee, in solicitations and contracts when a cost-reimbursement contract is contemplated that provides no fee. If a cost-reimbursement research and development contract with an educational institution or a nonprofit organization that provides no fee or other payment above cost is contemplated, and if the contracting officer determines that withholding of a portion of allowable costs is not required, the contracting officer shall use the clause with its Alternate I.

52.216-15 Predetermined Indirect Cost Rates.

252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts), in solicitations and contracts that contain the clause at FAR 52.219-9, Small Business Subcontracting Plan. In contracts with contractors which have comprehensive subcontracting plans approved under the test program described in 219.702(a), use the clause at 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program), instead of the clauses at 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts), and FAR 52.219-9, Small Business Subcontracting Plan. In contracts with contractors that have comprehensive subcontracting plans approved under the test program described in 219.702(a), do not use the clause at FAR 52.219-16, Liquidated Damages--Subcontracting Plan.

52.219-8 Utilization of Small Business Concerns, in solicitations and contracts when the contract amount is expected to be over the simplified acquisition threshold unless the contract, together with all its subcontracts, is to be performed entirely outside of the United States and its outlying areas.

52.219-9 Small Business Subcontracting Plan, in solicitations and contracts that offer subcontracting possibilities, are expected to exceed \$500,000 (\$1,000,000 for construction of any public facility), and are required to include the clause at 52.219-8, Utilization of Small Business Concerns. When contracting by negotiation, and subcontracting plans are required with initial proposals as provided for in 19.705-2(d), the contracting officer shall use the clause with its Alternate II.

52.219-16 Liquidated Damages --Subcontracting Plan, in all solicitations and contracts containing the clause at 52.219-9 Small Business Subcontracting Plan, or the clause with its Alternate II.

52.222-2 Payment for Overtime Premiums, in solicitations and contracts when a cost-reimbursement contract is contemplated and the contract amount is expected to be over \$150,000.

52.222-3 Convict Labor, in solicitations and contracts above the micro-purchase threshold, when the contract is to be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands; unless --

(a) The contract will be subject to the Walsh-Healey Public Contracts Act (see Subpart 22.6), which contains a separate prohibition against the employment of convict labor;

(b) The supplies or services are to be purchased from Federal Prison Industries, Inc. (see Subpart 8.6);  
or

(c) The acquisition involves the purchase, from any State prison, of finished supplies that may be secured in the open market or from existing stocks, as distinguished from supplies requiring special fabrication.

52.222-26 Equal Opportunity.

52.222-21 Prohibition of Segregated Facilities.

52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation, in when the amount of the contract is expected to be \$10 million or more.

52.222-29 Notification of Visa Denial, in contracts if the contractor is required to perform in or on behalf of a foreign country.

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, in solicitations and contracts if the expected value is \$25,000 or more, except when work is performed outside the United States by employees recruited outside the United States.

52.222-36 Affirmative Action for Workers with Disabilities, in solicitations and contracts that exceed \$10,000 or are expected to exceed \$10,000, except when work is to be performed outside the United States by employees recruited outside the United States (for the purpose of this, United States includes the several states, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and Wake Island).

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, in solicitations and contracts containing the clause at 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.

52.223-3 Hazardous Material Identification and Material Safety Data, in solicitations and contracts if the contract will require the delivery of hazardous materials as defined in FAR 23.301.

52.223-5, Pollution Prevention and Right-to-Know Information, in all solicitations and contracts that provide for performance, in whole or in part, on a Federal facility. Use Alt II if the contract provides for Contractor activities on a Federal Facility.

52.223-6, Drug-Free Workplace, except as provided in paragraph (b) of this section, in solicitations and contracts of any dollar value if the contract is expected to be awarded to an individual or expected to exceed the simplified acquisition threshold if the contract is expected to be awarded to other than an individual. Contracting officers shall not insert the clause at 52.223-6, Drug-Free Workplace, in solicitations and contracts, if the resultant contract is to be performed entirely outside of the United States, its territories, and its possessions or inclusion of these requirements would be inconsistent with the international obligations of the United States or with the laws and regulations of a foreign country.

252.223-7001, Hazard Warning Labels, in solicitations and contracts which require submission of hazardous material data sheets.

252.223-7002, Safety Precautions for Ammunition and Explosives, and 252.223-7003, Change in Place of Performance--Ammunition and Explosives, in all solicitations and contracts for acquisition to which this section applies.

252.223-7004, Drug-Free Work Force, in all solicitations and contracts-(1) That involve access to classified information; or(2) When the contracting officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of those using or affected by the product of, or performance of, the contract.(b) Do not use the clause in solicitations and contracts when performance or partial performance will be outside the United States, its territories, and possessions, unless the contracting officer determines such inclusion to be in the best interest of the Government; or When the value of the acquisition is at or below the simplified acquisition threshold.

252.223-7006, Prohibition on Storage and Disposal of Toxic and Hazardous Materials, in all solicitations and contracts which require, may require, or permit contractor performance on a DoD installation. Use the clause at 252.223-7006 with its Alternate I, when the Secretary of the military department issues a determination under the exception at 223.7102(a)(9).

252.223-7007, Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives, in all solicitations and contracts to which DoD 5100.76-M applies, in accordance with the policy at 223.7201. Complete paragraph (b) of the clause based on information provided by cognizant technical or requirements personnel.

52.223-14, Toxic Chemical Release Reporting, in the resulting contract, if the contract is expected to exceed \$100,000.

When the design, development, or operation of a system of records on individuals is required to accomplish an agency function, insert the following clauses in solicitations and contracts:

(a) 52.224-1, Privacy Act Notification. (b) 52.224-2, Privacy Act.

252.225-7003, Report of Intended Performance Outside the U. S., in solicitations greater than \$500,000.

252.225-7004, Report of Intended Contract Performance Outside the U.S. and Canada in solicitations greater than \$12.5 million.

252.225-7006, Quarterly Reporting of Actual Contract Performance Outside the U.S., in contracts expected to exceed \$500,000.

252.225.7012, Preference for Certain Domestic Commodities.

252.225-7018, Notice of Prohibition of Certain Contracts with Foreign Entities for the Conduct of Ballistic Missile Defense Research, Development, Test, and Evaluation.

252.225-7031, Secondary Arab Boycott of Israel.

252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.



252.225-7041, Correspondence in English, in solicitations and contracts when contract performance will be wholly or in part in a foreign country.

252.225-7042, Authorization to Perform, in solicitations and contracts when contract performance will be wholly or in part in a foreign country.

252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States, in solicitations and contracts that require performance or travel outside the United States

52.225-13, Restrictions on Certain Foreign Purchases, in solicitations and contracts with a value exceeding \$2,500 (\$15,000 for acquisitions as described in 13.201(g)), unless an exception applies.

52.225-14, Inconsistency Between English Version and Translation of Contract, in solicitations and contracts if anticipating translation into another language. Insert the clause with its Alternate I in all R&D solicitations and contracts unless both complete performance and delivery are outside the United States, its possessions, and Puerto Rico. When a proposed contract involves both R&D work and supplies or services, and the R&D work is the primary purpose of the contract, the contracting officer shall use this alternate. In all other proposed contracts involving both R&D work and supplies or services, the contracting officer shall use the basic clause. Also, when a proposed contract involves either R&D or supplies and materials, in addition to construction or architect-engineer work, the contracting officer shall use the basic clause.

52.226-2, Historically Black College or University and Minority Institution Representation, in solicitations set aside for HBCU/MIs.

252.226-7000, Notice of Historically Black College or University and Minority Institution Set-Aside, in solicitations and contracts set-aside for HBCU/MIs.

52.227-1 Alternate 1, Authorization and Consent. If, in the Government's interest, it is appropriate to exempt one or more specific United States patents from the patent indemnity clause, the contracting officer shall obtain written approval from the agency head or designee and shall insert the clause at 52.227-5, Waiver of Indemnity, in solicitations and contracts in addition to the appropriate patent indemnity clause.

52.227-6, Royalty Information.

252.227-7013, Rights in Technical Data--Noncommercial Items, in solicitations and contracts when the successful offeror(s) will be required to deliver technical data to the Government. Do not use the clause when the only deliverable items are computer software or computer software documentation (see 227.72), commercial items (see 227.7102-3), existing works (see 227.7105), special works (see 227.7106). Use the clause at 252.227-7013 with its Alternate I in research contracts when the contracting officer determines, in consultation with counsel, that public dissemination by the contractor would be-(1) In the interest of the Government; and (2) Facilitated by the Government relinquishing its right to publish the work for sale, or to have others publish the work for sale on behalf of the Government.

252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, in solicitations and contracts when the successful offeror(s) will be required to deliver computer software or computer software documentation. Do not use the clause when the only

deliverable items are technical data (other than computer software documentation), commercial computer software or commercial computer software documentation, commercial items (see 227.7102-3), special works (see 227.7205). Use the clause at 252.227-7014 with its Alternate I in research contracts when the contracting officer determines, in consultation with counsel, that public dissemination by the contractor would be--(i) In the interest of the Government; and (ii) Facilitated by the Government relinquishing its right to publish the work for sale, or to have others publish the work for sale on behalf of the Government.

Except as provided in paragraph (b) of this subsection, use the clause at 252.227-7015, Technical Data--Commercial Items, in all solicitations and contracts when the contractor will be required to deliver technical data pertaining to commercial items, components, or processes. Do not require the contractor to include this clause in its subcontracts.

(b) 252.227-7013, Rights in Technical Data--Noncommercial Items, in lieu of the clause at 252.227-7015 if the Government will pay any portion of the development costs. Do not require the contractor to include this clause in its subcontracts for commercial items or commercial components.

Use the following clauses in solicitations and contracts that include the clause at 252.227-7013: (1) 252.227-7016, Rights in Bid or Proposal Information; (2) 252.227-7030, Technical Data--Withholding of Payment; (3) 252.227-7036, Declaration of Technical Data Conformity; and (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (paragraph (e) if the clause contains information that must be included in a challenge).

252-227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions

252.227-7019 Validation of Asserted Restrictions--Computer Software.

252.227-7020 Rights in Special Works.

252.227-7021, Rights in Data--Existing Works, in lieu of the clause at 252.227-7013, Rights in Technical Data--Noncommercial Items, in solicitations and contracts exclusively for existing works when--(1) The existing works will be acquired without modification; and (2) The Government requires the right to reproduce, prepare derivative works, or publicly perform or display the existing works; or (3) The Government has a specific need to obtain indemnity for liabilities that may arise out of the content, performance, use, or disclosure of such data. (b) The clause at 252.227-7021 provides the Government, and others acting on its behalf, a paid-up, non-exclusive, irrevocable, world-wide license to reproduce, prepare derivative works and publicly perform or display the works called for by a contract and to authorize others to do so for government purposes.(c) A contract clause is not required to acquire existing works such as books, magazines and periodicals, in any storage or retrieval medium, when the Government will not reproduce the books, magazines or periodicals, or prepare derivative works.

252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends, in solicitations and contracts when it is anticipated that the Government will provide the contractor, for performance of its contract, technical data marked with another contractor's restrictive legend(s).

252.227-7028, Technical Data or Computer Software Previously Delivered to the Government, in solicitations when the resulting contract will require the contractor to deliver technical data. The provision requires offerors to identify any technical data specified in the solicitation as deliverable data items that are the same or substantially the same as data items the offeror has delivered or is obligated to deliver, either as a contractor or subcontractor, under any other federal agency contract.

252.227-7032, Rights in Technical Data and Computer Software (Foreign), may be used in contracts with foreign contractors to be performed overseas, except Canadian purchases (see paragraph (c) of this subsection), in lieu of the clause at 252.227-7013, Rights in Technical Data--Noncommercial Items, when the Government requires the unrestricted right to use, modify, reproduce, perform, display, release or disclose all technical data to be delivered under the contract. Do not use the clause in contracts for existing or special works. (b) When the Government does not require unlimited rights, the clause at 252.227-7032 may be modified to accommodate the needs of a specific overseas procurement situation. The Government should obtain rights in the technical data that are not less than the rights the Government would have obtained under the data rights clause(s) prescribed in this part for a comparable procurement performed within the United States or its possessions. (c) Contracts for Canadian purchases shall include the appropriate data rights clause prescribed in this part for a comparable procurement performed within the United States or its possessions.

252.227-7037, Validation of Restrictive Markings on Technical Data, in all solicitations and contracts for commercial items that include the clause at 252.227-7015 or the clause at 252.227-7013. Do not require the contractor to include this clause in its subcontracts for commercial items or commercial components.

Pursuant to FAR 27.304-1(e), the contracting officer shall insert the clause at 252.227-7039, Patents--Reporting of Subject Inventions, in solicitations and contracts containing the clause at FAR 52.227-11, Patent Rights--Retention by the Contractor (Short Form). Report of Subject Inventions and Subcontracts is located at:

<http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd0882.pdf>

252.227-7038, Patent Rights--Ownership by the Contractor (Large Business), Use the clause at 252.227-7038, Patent Rights--Ownership by the Contractor (Large Business), instead of the clause at FAR 52.227-11, in solicitations and contracts for experimental, developmental, or research work if--(A) The contractor is other than a small business concern or nonprofit organization; and (B) No alternative patent rights clause is used in accordance with FAR 27.303(c) or (e).

52.227-10, Filing of Patent Applications -- Classified Subject Matter, in all classified solicitations and contracts and in all solicitations and contracts where the nature of the work or classified subject matter involved in the work reasonably might be expected to result in a patent application containing classified subject matter.

52.227-11, Patent Rights -- Retention by the Contractor (Short Form), if all the following conditions apply: (i) The contractor is a small business concern or nonprofit organization as defined in 27.301 or, except for contracts of the Department of Defense (DOD), the Department of Energy (DOE), or the National Aeronautics and Space Administration (NASA), any other type of contractor. (ii) No alternative patent rights clause is used in accordance with paragraph (c) or (d) of this section or 27.304-2. To the extent the information is not required elsewhere in the contract, and unless otherwise specified

by agency supplemental regulations, the contracting officer may modify 52.227-11(f) to require the contractor to do one or more of the following: (i) Provide periodic (but not more frequently than annually) listings of all subject inventions required to be disclosed during the period covered by the report. (ii) Provide a report prior to the closeout of the contract listing all subject inventions or stating that there were none. (iii) Provide, upon request, the filing date, serial number and title, a copy of the patent application, and patent number and issue date for any subject invention in any country in which the contractor has applied for patents. (iv) Furnish the Government an irrevocable power to inspect and make copies of the patent application file when a Federal Government employee is a coinventor. If the acquisition of patent rights for the benefit of a foreign government is required under a treaty or executive agreement, or if the agency head or a designee determines at the time of contracting that it would be in the national interest to acquire the right to sublicense foreign governments or international organizations pursuant to any existing or future treaty or agreement, the contracting officer shall use the clause at 52.227-11, with its Alternate I. If other rights are necessary to effectuate the treaty or agreement, Alternate I may be appropriately modified. In long term contracts, Alternate II shall be added if necessary to effectuate treaties or agreements to be entered into.

52.227-10 Filing of Patent Applications -- Classified Subject Matter, in all classified solicitations and contracts and in all solicitations and contracts where the nature of the work or classified subject matter involved in the work reasonably might be expected to result in a patent application containing classified subject matter.

52.227-11 Patent Rights -- Ownership by the Contractor, unless an alternative patent rights clause is used in accordance with paragraph (c), (d), or (e) of this section, insert the clause at 52.227-11, Patent Rights--Ownership by the Contractor. To the extent the information is not required elsewhere in the contract, and unless otherwise specified by agency supplemental regulations, the contracting officer may modify 52.227-11(e) or otherwise supplement the clause to require the contractor to do one or more of the following: (i) Provide periodic (but not more frequently than annually) listings of all subject inventions required to be disclosed during the period covered by the report. (ii) Provide a report prior to the closeout of the contract listing all subject inventions or stating that there were none. (iii) Provide the filing date, serial number, title, patent number and issue date for any patent application filed on any subject invention in any country or, upon request, copies of any patent application so identified. (iv) Furnish the Government an irrevocable power to inspect and make copies of the patent application file when a Government employee is a co-inventor.

52.227-13, Patent Rights -- Ownership by the Government, unless an alternative patent rights clause is used in accordance with paragraph (c), (d), or (e) of this section, insert the clause at 52.227-11, Patent Rights--Ownership by the Contractor. To the extent the information is not required elsewhere in the contract, and unless otherwise specified by agency supplemental regulations, the contracting officer may modify 52.227-11(e) or otherwise supplement the clause to require the contractor to do one or more of the following: (i) Provide periodic (but not more frequently than annually) listings of all subject inventions required to be disclosed during the period covered by the report. (ii) Provide a report prior to the closeout of the contract listing all subject inventions or stating that there were none. (iii) Provide the filing date, serial number, title, patent number and issue date for any patent application filed on any subject invention in any country or, upon request, copies of any patent application so identified. (iv) Furnish the Government an irrevocable power to inspect and make copies of the patent application file when a Government employee is a co-inventor.

52.227-14 Rights in Data -- Generally, a contract should contain only one data rights clause. However, where more than one is needed, the contract should distinguish the portion of contract performance to which each pertains. (b)(1) Insert the clause at 52.227-14, Rights in Data--General, in solicitations and contracts if it is contemplated that data will be produced, furnished, or acquired under the contract, unless the contract is-- (i) For the production of special works of the type set forth in 27.405-1, although in these cases insert the clause at 52.227-14, Rights in Data--General, and make it applicable to data other than special works, as appropriate (see paragraph (e) of this section); (ii) For the acquisition of existing data, commercial computer software, or other existing data, as described in 27.405-2 through 27.405-4 (see paragraphs (f) and (g) of this section); (iii) A small business innovation research contract (see paragraph (h) of this section); (iv) To be performed outside the United States (see paragraph (i)(1) of this section); (v) For architect-engineer services or construction work (see paragraph (i)(2) of this section); (vi) For the management, operation, design, or construction of a Government-owned facility to perform research, development, or production work (see paragraph (i)(3) of this section); or (vii) A contract involving cosponsored research and development in which a clause providing for less than unlimited right has been authorized (see 27.408).

52.228-7, Insurance -- Liability to Third Persons.

52.229-8, Taxes -- Foreign Cost-Reimbursement Contracts, in solicitations and contracts when a cost-reimbursement contract is contemplated and the contract is to be performed wholly or partly in a foreign country.

52.229-10, State of New Mexico Gross Receipts and Compensating Tax, in solicitations and contracts when all three of the following conditions exist:

- (1) The contractor will be performing a cost-reimbursement contract.
- (2) The contract directs or authorizes the contractor to acquire tangible personal property as a direct cost under a contract and title to such property passes directly to and vests in the United States upon delivery of the property by the vendor.
- (3) The contract will be for services to be performed in whole or in part within the State of New Mexico.

52.230-2, Cost Accounting Standards, in negotiated contracts, unless the contract is exempted (see 48 CFR 9903.201-1 (FAR Appendix)), the contract is subject to modified coverage (see 48 CFR 9903.201-2 (FAR Appendix)), or the clause prescribed in paragraph (c) of this subsection is used.

- (2) The clause at FAR 52.230-2 requires the contractor to comply with all CAS specified in 48 CFR 9904 (FAR Appendix), to disclose actual cost accounting practices (applicable to CAS-covered contracts only), and to follow disclosed and established cost accounting practices consistently.

(b) Disclosure and Consistency of Cost Accounting Practices.

- (1) 52.230-3, Disclosure and Consistency of Cost Accounting Practices, in negotiated contracts when the contract amount is over \$500,000, but less than \$50 million, and the offeror certifies it is eligible for and elects to use modified CAS coverage (see 48 CFR 9903.201-2 (FAR Appendix)), unless the clause prescribed in paragraph (c) of this subsection is used.

(2) 52.230-3 requires the contractor to comply with 48 CFR 9904.401, 9904.402, 9904.405, and 9904.406 (FAR Appendix) to disclose (if it meets certain requirements) actual cost accounting practices, and to follow consistently its established cost accounting practices.

(c) Consistency in Cost Accounting Practices. The contracting officer shall insert the clause at 52.230-4, Consistency in Cost Accounting Practices, in negotiated contracts that are exempt from CAS requirements solely on the basis of the fact that the contract is to be awarded to a United Kingdom contractor and is to be performed substantially in the United Kingdom (see 48 CFR 9903.201-1(b)(12) (FAR Appendix)).

(d) Administration of Cost Accounting Standards.

(1) The contracting officer shall insert the clause at 52.230-6, Administration of Cost Accounting Standards, in contracts containing any of the clauses prescribed in paragraphs (a), (b), or (e) of this subsection.

(2) The clause at 52.230-6 specifies rules for administering CAS requirements and procedures to be followed in cases of failure to comply.

(e) Cost Accounting Standards -- Educational Institutions.

(1) The contracting officer shall insert the clause at 52.230-5, Cost Accounting Standards -- Educational Institution, in negotiated contracts awarded to educational institutions, unless the contract is exempted (see 48 CFR 9903.201-1 (FAR Appendix)), the contract is to be performed by an FFRDC (see 48 CFR 9903.201-2(c)(5) (FAR Appendix)), or the provision at 48 CFR 9903.201-2(c)(6) (FAR Appendix) applies.

(2) The clause at 52.230-5 requires the educational institution to comply with all CAS specified in 48 CFR 9905 (FAR Appendix), to disclose actual cost accounting practices as required by 48 CFR 9903.202-1(f) (FAR Appendix), and to follow disclosed and established cost accounting practices consistently.

52.230-7, Proposal Disclosure—Cost Accounting Practice Changes.

252.231-7000, Supplemental Cost Principles, in all solicitations and contracts, which are subject to the principles and procedures described in FAR Subparts 31.1, 31.2, 31.6, and 31.7.

252.232-7003, Electronic Submission of Payment Requests.

252.232-7010, Levies on Contractor Payments.

52.232-9, Limitation on Withholding of Payments, in solicitations and contracts when a supply contract, research and development contract, service contract, time-and-materials contract, or labor-hour contract is contemplated that includes two or more terms authorizing the temporary withholding of amounts otherwise payable to the contractor for supplies delivered or services performed.

52.232-16, Progress Payments, in solicitations that may result in contracts greater than the SAT providing for progress payments based on cost. If the contractor is a small business concern, use the clause with its Alternate I.

52.232-17, Interest, in solicitations and contracts. It may be inserted if the contract will be in one or more of the following categories: Contracts at or below the simplified acquisition threshold; Contracts without any provision for profit or fee with a nonprofit organization; Any other exceptions authorized under agency procedures.

52.232-20, Limitation of Cost, in solicitations and contracts if a fully funded cost-reimbursement contract is contemplated whether or not the contract provides for payment of a fee.

52.232-22, Limitation of Funds, in solicitations and contracts if an incrementally funded cost-reimbursement contract is contemplated.

52.232-23, Assignment of Claims, in solicitations and contracts expected to exceed the micro-purchase threshold, unless the contract will prohibit the assignment of claims (see 32.803(b)). The use of the clause is not required for purchase orders. However, the clause may be used in purchase orders expected to exceed the micro-purchase threshold that are accepted in writing by the contractor, if such use is consistent with agency policies and regulations. If a no-setoff commitment has been authorized (see 32.803(d)), the contracting officer shall use the clause with its Alternate I.

52.232-24, Prohibition of Assignment of Claims, in solicitations and contracts for which a determination has been made under agency regulations that the prohibition of assignment of claims is in the Government's interest.

52.232-25, Prompt Payment, in all solicitations and contracts, except when payment terms and the late payment penalties are established by other governmental authority (e.g., tariffs). (1) As authorized in 32.904(b)(1)(ii)(B)(4), the contracting officer may modify the date in paragraph (a)(5)(i) of the clause to specify a period longer than 7 days for constructive acceptance, if required to afford the Government a reasonable opportunity to inspect and test the supplies furnished or to evaluate the services performed, (2) As provided in 32.903, agency policies and procedures may authorize amendment of paragraphs (a)(1)(i) and (ii) of the clause to insert a period shorter than 30 days (but not less than 7 days) for making contract invoice payments.

52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration.

52.233-1, Disputes. If it is determined under agency procedures that continued performance is necessary pending resolution of any claim arising under or relating to the contract, the contracting officer shall use the clause with its Alternate I.

52.233-2, Service of Protest, in solicitations for contracts expected to exceed the simplified acquisition threshold.

52.233-3, Protest After Award, in all solicitations and contracts. If a cost reimbursement contract is contemplated, the contracting officer shall use the clause with its Alternate I.

52.233-4 – Applicable Law for Breach of Contract Claim.

252.233-7001, Choice of Law (Overseas).

252.235-7010, Acknowledgment of Support and Disclaimer.

252.235-7011, Final Scientific or Technical Report

- 52.239-1, Privacy or Security Safeguards, in solicitations and contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.
- 252.239-7000, Protection Against Compromising Emanations
- 52.242-1, Notice of Intent to Disallow Costs.
- 52.242-3, Penalties for Unallowable Costs, in all solicitations and contracts, over \$500,000.
- 52.242-4, Certification of Indirect Costs, into all solicitations and contracts which provide for establishment of final indirect cost rates.
- 52.242-13, Bankruptcy, in all solicitations and contracts exceeding the simplified acquisition threshold.
- 52.242-15, Stop-Work Order, Alternate I.
- 52.243-2, Changes -- Cost-Reimbursement, Alternate V.
- 52.243-6, Change Order Accounting, in solicitations and contracts for research and development contracts of significant technical complexity, if numerous changes are anticipated.
- 52.243-7, Notification of Changes, in research and development for principal subsystems.
- 252.243-7001, Pricing of Contract Modifications, in solicitations and contracts when anticipating and using a fixed price type contract.
- 252.243-7002, Requests for Equitable Adjustment, in solicitations and contracts estimated to exceed the simplified acquisition threshold.
- 52.244-2, Subcontracts, Alternate 1.
- 52.244-5, Competition in Subcontracting, when the contract amount is expected to exceed the simplified acquisition threshold.
- 52.244-6, Subcontracts for Commercial Items.
- 52.245-2, Government Property, Except as provided in paragraph (d) of this section, the contracting officer shall insert the clause at 52.245-1, Government Property, in-(i) All cost reimbursement, time-and-material, and labor-hour type solicitations and contracts; and(ii) Fixed-price solicitations and contracts when the Government will provide Government property.(iii) Contracts or modifications awarded under FAR Part 12 procedures where Government property that exceeds the simplified acquisition threshold, as defined in FAR 2.101, is furnished or where the contractor is directed to acquire property for use under the contract that is titled in the Government
- 52.245-9, Use and Charges.
- 52.246-8, Inspection of Research and Development -- Cost-Reimbursement, in solicitations and contracts for research and development when the primary objective of the contract is the delivery of end items other than designs, drawings, or reports, unless use of the clause is impractical and the clause



prescribed in 46.309 is considered to be more appropriate. If it is contemplated that the contract will be on a no-fee basis, the contracting officer shall use the clause with its Alternate I.

52.246-9, Inspection of Research and Development (Short Form), in solicitations and contracts for research and development when the clause prescribed in 46.307 or the clause prescribed in 46.308 is not used.

52.246-11, Higher-Level Contract Quality Requirement, in solicitations and contracts when the inclusion of a higher-level contract quality requirement is appropriate (see 46.202-4).

In (1) contracts requiring delivery of end items that are not high-value items, insert the clause at 52.246-23, Limitation of Liability. (2) In contracts requiring delivery of high-value items, insert the clause at 52.246-24, Limitation of Liability -- High Value Items. (3) In contracts requiring delivery of both high-value items and other end items, insert both clauses prescribed in (1) and (2) of this section, Alternate I of the clause at 52.246-24, and identify clearly in the contract schedule the line items designated as high-value items.

52.247-63, Preference for U. S.-Flag Air Carriers.

52.247-64, Preference for Privately Owned U. S.-Flag Commercial Vessels.

252.247-7023, Transportation of Supplies by Sea.

252.247-7024, Notification of Transportation of Supplies by Sea, in all contracts for which the offeror made a negative response to the inquiry in the provision at 252.247-7022, Representation of Extent of Transportation by Sea.

52.249-5, Termination for the Convenience of the Government (Educational and Other Nonprofit Institutions), in solicitations and contracts for research and development work with an educational or nonprofit institution on a nonprofit or no-fee basis.

52.249-6, Termination (Cost Reimbursement), in solicitations and contracts except in contracts for research and development with an educational or nonprofit institution on a no-fee basis.

52.249-14, Excusable Delays, in solicitations and contracts for supplies, services, construction, and research and development on a fee basis, when a cost-reimbursement contract is contemplated.

52.251-1, Government Supply Sources, in solicitations and contracts when the contracting officer may authorize the contractor to acquire supplies or services from a Government supply source.

252.251-7000, Ordering From Government Supply Sources, in solicitations and contracts which include the clause at FAR 52.251-1, Government Supply Sources.

52.253-1, Computer Generated Forms, in solicitations and contracts that require the contractor to submit data on Standard or Optional Forms prescribed by this regulation and forms prescribed by agency supplements.

ATTACHMENT C – Additional Representations and Certifications  
ADDITIONAL

**REPRESENTATIONS AND CERTIFICATIONS  
FROM OFFERORS  
FAR/DFARS**

**CERTIFICATION, SIGNATURE**

(If the person signing this contract/offer is other than the secretary/treasurer, vice-president, or president of the organization and the amount of the contract/offer is in excess of \$150,000, the following certificate must be completed.)

I, \_\_\_\_\_, certify that I am secretary to the organization named as Contractor herein; that \_\_\_\_\_, who signed this contract on behalf of the Contractor, was then \_\_\_\_\_ of said organization; that said contract was duly signed for on behalf of said organization by authority of its governing body and is within scope of its power.

\_\_\_\_\_  
SECRETARY

**52.204-8 – Annual Representations and Certifications**

The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

**DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT  
OF A TERRORIST COUNTRY (Jan 2009)**

(Applicable if contract is expected to be \$100,000 or more.)

(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 subject to this provision include: Cuba, Iran, 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 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)

## DFARS 252.209-7002DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT

(Applicable if access to proscribed information is necessary for contract performance.)

(a) Definitions. As used in this provision—

(1) “Effectively owned or controlled” means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror’s officers or a majority of the Offeror’s board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) “Entity controlled by a foreign government”—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) “Foreign government” includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) “Proscribed information” means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror’s immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code  
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Description of Interest, Ownership  
Foreign Government Percentage, and Identification of Foreign  
Government

(End of Provision)

FAR 52.227-7 PATENTS-NOTICE OF GOVERNMENT LICENSEE (use if Government is  
obligated to pay a royalty on a patent involved in the prospective contract)

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a  
license agreement between the Government and the patent owner. The patent number is

\_\_\_ [Contracting Officer fill in], and the royalty rate is \_\_\_ [Contracting Officer fill in]. If the offeror  
is the owner of, or a licensee under, the patent, indicate below:

\_\_\_ Owner

\_\_\_ Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated  
by adding thereto an amount equal to the royalty.

(End of Provision)

FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

(Applicable if proposed contract subject to CAS as specified in 48 CFR 9903.201 (FAR Appendix))

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 \$650,000 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 (of which at least one award exceeded \$1 million) 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

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. 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 \$50 million in awards of CAS-covered prime contracts and subcontracts. 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 \$25 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)

### FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS

(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 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 those 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)

#### DFARS 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION

(a) Definitions. As used in this clause-

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (Applicable if procurement greater than SAT).

(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

\_\_\_\_\_ 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)