

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W32CS5-3125-5614		PAGE 1 OF 12	
2. CONTRACT NO. W912EP-04-C-0013		3. AWARD/EFFECTIVE DATE 19-Feb-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW17-03-R-0026	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JULIE A BALES		b. TELEPHONE NUMBER (No Collect Calls) 904-232-1511		6. SOLICITATION ISSUE DATE 17-Sep-2003	
9. ISSUED BY USA ENGINEER DISTRICT, JACKSONVILLE PRUDENTIAL OFFICE BLDG 701 SAN MARCO BLVD ATTN: CESAJ-CT JACKSONVILLE FL 32207-8175		CODE W912EP		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
TEL: FAX:		SIC: 7819 SIZE STANDARD: 6.0 mil		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS	
15. DELIVER TO CODE		16. ADMINISTERED BY CODE		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
SEE SCHEDULE		SEE ITEM 9					
17a. CONTRACTOR/ OFFEROR HISTORICAL RESEARCH ASSOCIATES, INC TIM ENGELHARDT P O BOX 7086 MISSOULA MT 59807-7086		CODE 0KCU2		18a. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGINEERS FINANCE CTR 5722 INTEGRITY DRIVE ATTN: CEFC-AO-P MILLINGTON TN 38054-5005		CODE TOB0200	
TEL. 406-721-1958		FACILITY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT \$138,993.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE HRA <input checked="" type="checkbox"/> OFFER DATED <u>17-Oct-2003</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Elizabeth R. Myers</i>		31c. DATE SIGNED 19-Feb-2004			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ELIZABETH R. MYERS / CONTRACTING OFFICER TEL: 904-232-3712 EMAIL: Elizabeth.R.Myers@saj02.usace.army.mil			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
		PARTIAL		FINAL			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$138,993.00	\$138,993.00

FFP
 The contractor shall furnish personnel, supplies, and equipment necessary to produce a historical manuscript tentatively entitled "Comprehensive Everglades Restoration Program (CERP) History, Part I, in accordance with the Statement of Work.
 PURCHASE REQUEST NUMBER: W32CS5-3125-5614

NET AMT \$138,993.00

ACRN AA Funded Amount \$138,993.00

ACCOUNTING AND APPROPRIATION DATA

AA: 96 NA X 4902 0000 96083 00008736
 AMOUNT: \$138,993.00

Statement of Work

CERP History, Part I

1. Definitions: CERP is the Comprehensive Everglades Restoration Program. South Florida is the land and water below Orlando and includes the Kissimmee River, Lake Okeechobee, and the Everglades.

2. General:. This history shall cover efforts to construct and manage the water resources system below Orlando from approximately 1948 to 2000. It must address engineering, environmental, and economic issues and shall thoroughly investigate political and social influences, including the roles of agricultural, environmental, industrial, urban, and related interests. Documentation of this history shall provide background and planning for the entire CERP. It is essential that a comprehensive and objective history provide insight into the program's evolution; the story of South Florida water management contains valuable lessons that may apply to other projects around the country. The document must meet the generally accepted scholarly standards set by professional organizations such as the American Historical Association. The contractor shall use both primary and secondary sources. The history shall include an introductory chapter to cover the period from the nineteenth century to 1948. The contractor shall recognize that this history embraces the work of both the federal government and its cost-sharing partners, such as the South Florida Water Management District (SFWMD). The contractor shall use federal, state, and local governmental archives as well as related archives in universities and other institutions, as appropriate. The contractor shall work closely with the Office of History, Headquarters, U.S. Army Corps of Engineers (USACE) and shall address issues concerning content, style, and format to the Office of History.

3. Content: The contractor must address all significant issues relating to this topic, including at a minimum the following:

- a. Early efforts to protect South Florida against floods and hurricanes, including drainage efforts
- b. Origins and evolution of 1948 legislation creating the Central and South Florida project.
- c. Evolution of Central and South Florida project, including development of flood control districts, role of cost-sharing partners, involvement of other federal, state, and local agencies.
- d. History and impact of growth of Dade County
- e. Impact of agricultural development
- f. Land Use Planning and Controls in South Florida
- g. Aborted Jetport project
- h. Kissimmee River channelization—history and impacts
- i. Growing environmental stresses, including eutrophication and degradation of Lake Okeechobee.
- j. Development of special interest environmental, conservation, and agricultural groups
- k. Cross-Florida Barge Canal—background and development of opposition, White House involvement
- l. Reassessment of flood projects at the local and state level in the 1970s
- m. Role of South Florida Water Management District
- n. Federal reassessment

- o. Federal and state re-studies of Central and South Florida project and related concerns (1980s and '90s).
- p. Water Resources Development Act and the Headwaters Revitalization Project
- q. Water Resources Development Act of 1993-C&SF restudy; creation of interagency task force; detailed analysis of development of this restudy, including hearings, interagency decisions, modeling and environmental analyses.
- r. Beginning of Kissimmee River restoration.
- s. Steps leading up to the Water Resources Act of 2000 and authorization of the CERP.

4. Research: Research must include federal, state, and local archives; university archives (i.e., University of Miami, Florida State, University of Florida), including the National Archives in Washington, D.C. and the regional archives at East Point, Georgia; files and correspondence of the Corps of Engineers and other state, local, and federal agencies, including the U.S. Fish and Wildlife Service; personal paper collections; newspapers; congressional hearings; taskforce hearings, oral history interviews, and other published primary and secondary sources. Research shall be conducted in the collections of the Office of History, U.S. Army Corps of Engineers, Alexandria, Virginia.. Research will include at a minimum trips to West Palm Beach, Jacksonville, Atlanta, and Washington, D.C.

5. Major Work Tasks:

- a. Prepare outline, preliminary bibliography of works to be consulted, and research proposal, including schedule of chapter submissions, travel plans, research institutions to be visited, and people to be interviewed;
- b. Prepare draft manuscript;
- c. Prepare final manuscript.

6. Work Task Schedule:

- a. Within five days of contract award, the contractor shall contact the designated technical point of contact (POC) to receive additional guidance. Additional telephone calls with the Government POC will be held at the request of any of the parties involved. All telephone calls are considered part of the contract, and no additional payment will be provided.
- b. Within 75 days of contract award, contractor shall prepare and submit to the Office of History an outline, preliminary bibliography, and research proposal. The outline must include a subject breakdown and indicate major themes. The research proposal must contain the contractor's research plans, as described in paragraph 5a, above. The Office of History's comments on this material will be returned to the contractor within 15 days of receipt.
- c. Approximately one half of the draft manuscript (according to number of chapters), including footnotes and bibliography, shall be submitted to the Office of History not later than 420 days (14 months) after the date of the award. The remainder of the draft manuscript, including footnotes and bibliography, shall be submitted to the Office of History not later than 780 days (26 months) after the date of award. Each draft will be returned to the contractor within 45 days of receipt.
- d. The contractor shall participate in an in-process review within three weeks of submission of the first half of the manuscript.. The contractor shall participate in a seminar to discuss the entire draft with Office of

History personnel, Jacksonville District, and other invited parties after submission of the completed manuscript at a place to be determined. All travel costs will be borne the contractor's responsibility.

e. The entire revised manuscript shall be resubmitted to the Office of History within 45 days of receipt of the Office of History's comments. If further revisions or corrections are required, the contractor will have 30 days after receipt of the Office of History's comments to complete and return them.

7. Format and Organization of Manuscript: The draft and final manuscript will contain at a minimum the following elements:

- a. A short, separate biographical sketch about the author;
- b. A minimum of 80 tables and/or illustrations suitable for publication. Sources and captions for all items will be provided.
- c. Text with footnotes (footnotes should be put at end manuscript, double-spaced);
- d. Glossary, if necessary;
- e. Comprehensive Bibliography of all works consulted..

8. Final Deliverables:

a. The final manuscript shall be submitted on 8 1/2 by 11-inch white bond paper and typed double-space using Microsoft Word software. The text must be clean and clear. The entire narrative shall be not less than 400 double-spaced pages, not counting footnotes, illustrations, and bibliography. The narrative shall be descriptive and analytical and shall conform in matters of format, style, and grammar to the 14th edition of A Manual for Writers of Term Papers, Theses, and Dissertations (University of Chicago Press).

b. The final manuscript shall also be delivered on diskettes.

c. All copies of documents, including illustrations and maps, collected during the research are the property of the Government and must be turned over to the Office of History upon completion of the history.

9. Equipment and Materials: Equipment and materials will be provided by the contractor. The USACE will provide access to official files and documents in its possession. The contractor may also use USACE photocopy machines.

10. Use of Information Collected: The contractor shall not use the information collected during this contract research and writing for any purpose prior to the public release of the printed material without the prior written consent of the Chief, Office of History.

11. Payments: Twenty percent (20%) of the award price will be paid to the contractor after submission of satisfactory outline, preliminary bibliography, and research proposal. Ten percent of the award price will be paid after submission of a satisfactory draft of the first half of the manuscript and completion of the in-process review. Upon submission of satisfactory monthly progress reports to the Office of History, two percent (2%) of contract award will be paid monthly for 25 months (months 1-25 of contract). The remainder of the award price will be paid after submission of a satisfactory revised manuscript and turning over to the Office of History and/or Jacksonville District all Government property as described above.

12. Travel: All travel will be at the contractor's expense. Rates used for calculating travel expenses will be in accordance with the federal government joint travel regulations:

<http://www.policyworks.gov/org/main/mt/homepage/mtt/perdiem/perd04d.html>

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.233-3	Protest After Award	AUG 1996
252.204-7004	Required Central Contractor Registration	NOV 2001

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (MAR 1999) to 52.219-5.

(iii) Alternate II to (JUNE 2003) 52.219-5.

(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

- (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I (MAY 2002) of 52.225-3.
- (iii) Alternate II (MAY 2002) of 52.225-3.
- (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (CESAJ ADAPTATION)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For FAR: <http://www.arnet.gov/far/>

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [DFARS](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

DFARS 203-70 – CONTRACTOR STANDARDS OF CONDUCT

The following excerpt from DFARS subpart 203.70 is presented as a reminder:

203.7000 Policy. Government contractors must conduct themselves with the highest degree of integrity and honesty. Contractors should have standards of conduct and internal control systems that--

- (1) Are suitable to the size of the company and the extent of their involvement in Government contracting;
- (2) Promote such standards;
- (3) Facilitate timely discovery and disclosure of improper conduct in connection with Government contracts; and
- (4) Ensure corrective measures are promptly instituted and carried out.

203.7001 Procedures.

(a) A contractor's system of management controls should provide for--

- (1) A written code of business ethics and conduct and an ethics training program for all employees;
- (2) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with standards of conduct and the special requirements of Government contracting;
- (3) A mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
- (4) Internal and/or external audits, as appropriate;
- (5) Disciplinary action for improper conduct;
- (6) Timely reporting to appropriate Government officials of any suspected or possible violation of law in connection with Government contracts or any other irregularities in connection with such contracts; and
- (7) Full cooperation with any Government agencies responsible for either investigation or corrective actions.

(End of paragraph number 999.203-4000)

LIMITATIONS ON SUBSTITUTIONS FOR CERTAIN POSITIONS AND/OR SUBCONTRACTORS

The award decision for this contract was based, in part, on an evaluation of the personnel and/or subcontractors the Contractor included in its proposal for the positions and/or items of subcontracted work identified at the end of this paragraph. The Contractor agrees these personnel and/or subcontractors will be employed as described in its proposal and no substitutes will be employed without prior written approval of the Contracting Officer or Administrative Contracting Officer. The Contractor further agrees that any proposed substitutes shall meet or exceed the qualifications of the original personnel and/or subcontractors. If the Contractor's proposal did not name a subcontractor for an identified item of work, the Contractor will not be allowed to subcontract that item of work without prior approval of the Contracting Officer or Administrative Contracting Officer. The limitations described herein shall apply to the following positions and/or items of subcontracted work: Historic Manuscript Writer.

(End of paragraph number 999.215-4001)

SAFETY REQUIREMENTS -- SERVICE CONTRACTS

The Contractor shall comply with the applicable portions of the current edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1. The current edition shall be the edition, including all changes, that is posted at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health) on the date the solicitation for this contract was issued.

(End of paragraph number 999.223-4003)

CONTRACTOR EMPLOYEES IN THE GOVERNMENT WORKPLACE

a. The Contractor shall ensure that any employee (including employees of subcontractors) who attends meetings, answers Government telephones, or otherwise works in a situation where the employee's actions could be construed as official Government acts, identifies himself or herself as a Contractor employee at the earliest opportunity.

b. If performance of this contract requires that Contractor employees have access to sensitive information, the Contractor may be required to sign a non-disclosure agreement similar to the following:

SAMPLE NON-DISCLOSURE AGREEMENT	
For the United States Army Corps of Engineers (USACE)	
USACE Office:	Jacksonville District
Contract Number:	
Contractor:	
Contracting Officer:	

Whereas Contractor is performing work for the USACE under the above contract, and, in connection with this contract, is being given access to information that is sensitive or related to critical financial matters as defined by the terms of the contract, Contractor agrees:

1. That when provided information that is sensitive or related to critical financial matters, the Contractor will use reasonable care (the same being not less than that used by the Contractor to protect the Contractor's own information that is sensitive or related to critical financial matters) to protect the information against unauthorized use or disclosure.
2. Contractor will share information that is sensitive or related to critical financial matters only with those employees, subcontractors or agents who need to know the information in order to perform the contract.
3. Contractor will inform employees, subcontractors or agents having access to information that is sensitive or related to critical financial matters of the sensitive nature of the information.
4. Any copies or reproductions of information that is sensitive or related to critical financial matters must include the notices of its sensitive nature that are contained in the original.
5. Contractor, upon completion of the contract, or upon demand of the Contracting Officer, whichever is earliest, must return to the Contracting Officer any and all copies of information that is sensitive or related to critical financial matters.
6. Contractor immediately will notify the Contracting Officer in writing if Contractor learns that one of Contractor's current or former employees, subcontractors or agents has made unauthorized use or disclosure of information that is sensitive or related to critical financial matters.
7. Contractor agrees that the use or disclosure of information that is sensitive or related to critical financial matters in a manner inconsistent with this contract will cause irreparable harm to USACE and the Government of the United States, and that USACE has the right to take any action deemed appropriate to prevent unauthorized disclosure.

Signatures:

Contractor:

Date:

Contracting Officer:

Date:

(End of paragraph number 999.237-4000)