

BAA ANNOUNCEMENT NO. N40080-15-2-0002

BROAD AGENCY ANNOUNCEMENT (BAA)

Design and Construction of Shoreline Stabilization

Muses Beach, Westmoreland County, Virginia

This publication constitutes a Broad Agency Announcement as contemplated in the DoD Grants and Agreement Regulations (DODGARS) 22.315. Additional information regarding this announcement will not be issued.

The issuing office will not issue paper copies of this announcement. The Naval Facilities Engineering Command Washington reserves the right to select and fund for award one proposal in response to this announcement. No funding shall be provided for direct reimbursement of proposal development costs. Technical and cost proposals (or any other material) submitted in response to this BAA will not be returned. All proposals will be treated as sensitive information. Their contents will only be disclosed for the purposes of evaluation.

It is anticipated that awards will take the form of a Cooperative Agreement. Therefore, all proposals submitted as a result of this announcement will fall under the purview of (a) the Federal statute authorizing this award, or any other Federal statutes directly affecting the performance of this Grant and (b) Department of Defense Grants and Agreements Regulations (DODGARS).

General Information

1. Agency Name

Technical:

Naval Facilities Engineering Command, Washington
1314 Harwood Street, SE
Building 212, Washington Navy Yard
Washington, DC 20374-5018

Issuing Grants Office:

Naval Facilities Engineering Command, Washington
1314 Harwood Street, SE
Building 212, Washington Navy Yard
Washington, DC 20374-5018

2. Program Name

Natural Resources Management

3. Opportunity Title

Design and Construction of Shoreline Stabilization at Muses Beach, Westmoreland County, Virginia

4. BAA Number

N40080-15-2-0002

5. Response Dates

Full proposals are due no later than 2:00PM EST on 09 February 2015.

6. Opportunity Description

a. Background / Program Purpose and Plan

The U.S. Navy Communications Site project area (hereinafter referred to as “Range Station 21”) is operated by Naval Surface Warfare Center, Dahlgren Division (NSWCDD) and located on Muses Beach along the Potomac River in Westmoreland County, Virginia. Shoreline stabilization measures are necessary to arrest shoreline erosion that is threatening to undercut the access road to Range Station 21. The proposed project area is approximately 130 linear feet of Muses Beach in Westmoreland County, Virginia. Range Station 21 is located on private land and leased by the Navy in support of military operations at Naval Support Facility (NSF) Dahlgren; however, the proposed project area is outside the area leased by the Navy and will require the successful cooperator to negotiate a right of entry (ROE) or real estate interest with the property owner.

In 2010, Navy awarded a cooperative agreement to Tidewater RC&D for the design and construction of shoreline erosion control structures for approximately 300 feet of Muses Beach in order to protect and maintain access to Range Station 21 in Westmoreland County, Virginia. The construction of the shoreline erosion control designs (revetment) under the 2010 cooperative agreement was completed in late 2011. Shoreline erosion continues to occur upriver of the revetment constructed under the 2010 cooperative agreement. Consequently, implementation of shoreline erosion control measures is sought to minimize ongoing erosion of the shoreline in this area, which affects water quality in the Potomac River and Chesapeake Bay and threatens the access road to Range Station 21.

The primary purpose of this Cooperative Agreement is to provide services to design and construct a shoreline erosion control structure on private property to further protect the access road to Range Station 21.

The intent of these efforts is to mitigate shoreline erosion, which threatens the access road and thus the accessibility to the existing Navy range monitoring station. No land reclamation is intended in this effort. The shoreline stabilization will support military operational requirements at NSF Dahlgren and benefit efforts to improve water quality of the Potomac River and Chesapeake Bay.

The Cooperator shall use Cooperative Agreement funds provided by the Navy, in compliance with this Scope of Work and attached Terms and Conditions, to carry out the project described herein. Maintaining the erosion control structures once construction is complete is expressly beyond the scope of this Cooperative Agreement. The Navy is only providing funds/assistance for the negotiation of the ROE or real estate interest, design and construction of the erosion control structure project described herein.

This Cooperative Agreement and Scope of Work are contingent upon the successful conclusion of a ROE or other real estate agreement (Task 1) between the Cooperator and Property Owner. The Navy and Cooperator agree that no funds for assessment and design (Task 2) will be disbursed or advanced pursuant to the Payments clause of this Cooperative Agreement absent the successful execution of an ROE agreement or real estate interest between the Cooperator and Property Owner. Should the Cooperator and Property Owner fail to reach a mutually acceptable real estate agreement within two months of execution of this Cooperative Agreement, this Cooperative Agreement will terminate at no cost to either Party beyond those funds agreed upon for Task 1 with no further action necessary from either Party. Further, the Navy and Cooperator agree that the provision of funding for the construction phase (Task 3) is contingent on the Cooperator obtaining the Navy and Property Owner's written concurrence with a final design and the necessary permits. Each Party agrees to hold harmless the other Party for any losses resulting from the termination of this Agreement.

A SITE VISIT BEFORE PROPOSAL SUBMISSION IS STRONGLY ENCOURAGED.

b. Sources of Funding

Operations & Maintenance (O&M).

7. Point of Contact

Questions shall be directed to the individual, as specified below, who will direct technical questions to the appropriate technical representative.

Blake Wittman

Blake.Wittmann@navy.mil

or

Tara Meadows

Tara.Meadows@navy.mil

8. Instrument Type

It is anticipated that the award resulting from this announcement will be a cooperative agreement.

9. Additional Information

This BAA is soliciting proposals for Fiscal Year 2015.

Award Information

1. Anticipated Award Information

Fiscal Year 2015.

2. Number of Awards

Approximately two (2).

3. Award Type

Cooperative Agreement.

4. Anticipated Period of Performance

The period covered by this scope of work is eighteen (18) months from date of award of the Agreement.

5. Range of Approval/Disapproval Time

Form proposals are reviewed and selected within six months from submission. Subsequent awards are usually made within three months from notification. This information is only an approximate estimate and does not obligate the US Government in any way. Estimated funding amounts may increase or decrease at any time based on current and future appropriations.

Eligibility Information

All responsible sources from academia, industry, and non-governmental organization may submit proposal under this BAA. This includes all non-profits, universities, state and local governments.

Application and Submission Information

1. Application and Submission Process

Full Proposal shall consist of three sections: (I) Technical Approach, (II) Qualifications and (III) Cost. The details for each section are described below. The due date for receipt of proposals is 2:00pm EST on 09 February 2015. It is anticipated that final selection will be made on or about before the end of Fiscal Year 2015. As soon as the final proposal evaluation process is completed, the respondent will be notified via e-mail of its selection or non-selection for award.

Respondents shall state that their full proposal is valid for 90 days from the submission deadline.

2. Address for the Submission of Full Proposals

Respondents to this solicitation must provide one electronic copy of the application Full Proposal. All applications shall be submitted via Grants.gov (see instruction below) with a copy emails to the following address:

Blake Wittman
Blake.Wittmann@navy.mil

or
Tara Meadows
Tara.Meadows@navy.mil

Submission of Proposals through Grants.gov:

Registration Requirements for Grants.gov:

There are several one-time actions you must complete in order to submit an application through Grants.gov (e.g. obtain a Dun and Bradstreet Universal Numbering System (DUNS) number, register with the Central Contact Registry (CCR), register with the credential provider, and register with Grants.gov). See www.grant.gov/GetStarted to begin this process. Use the Grants.gov Organization Registration Checklist at www.grants.gov/assets/OrganizationRegCheck.doc to

guide you through the process. Designating an E-Business Point of Contact (EBiz POC) and obtaining a special password called an MPIN are important steps in the CCR registration process. Applicants, who are not registered with CCR and grants.gov, should allow at least 21 days completing these requirements. It is suggested that the process be started as soon as possible.

Questions: Questions relating to the registration process, system requirement, how an application form works, or the submittal process must be directed to Grants.gov at 1-800-518-4726 or support@grants.gov. Application forms and instruction are available at Grants.gov. To access these materials, go to <http://www.grants.gov>, select "Apply for Grants", and then select "Download Application Package". Enter the CFDA for the respective agency to which are directing the application; Naval Facilities Engineering Command uses 12.300. The funding opportunity number is N40080-15-2-0001.

3. Format and Content of Full proposals

Proposal submissions will be protected from unauthorized disclosure in accordance with application law, and DoD/DoN regulations. Respondents are expected to appropriately mark each page of their submission that contains proprietary information. Proposals shall be submitted electronically within the following guidelines:

a. Full Proposal Format

- i. Paper size – 8.5 x 11 inch paper
- ii. Font size - no less than 10 point font
- iii. Margins – 1 inch
- iv. Spacing – single or double-spaced
- v. Copies – one (1) electronic copy containing all of the required sections
- vi. Number of pages – Sections I and II are limited to no more than 25 pages single sided. Section III has no page limit. The cover page and table of contents are excluded from the page limitations.

b. Full Proposal Content

- i. Cover Page
 1. BAA Number
 2. Title of Proposal
 3. Identify of Prime Respondent and complete list of subcontractors if applicable.
 4. Technical Contact (name, address phone, fax and e-mail)
 5. Administrative/Business Contact (name, address phone, fax and e-mail)
- ii. Table of Contents

1. Section
2. Title
3. Page numbers

Signed Standard Form 424, 424A and 424b as applicable. Form can be found at <http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType-SF>.

c. Technical Approach

- i. Goals and Objectives. The proposal should clearly state the overall goal(s) of the project and have specific, measureable objectives.

TECHNICAL/MANAGEMENT EVALUATION

The proposal shall be evaluated on the **Technical Merit** of the proposed work, the **Experience and Qualifications** of the team completing the work, and the **Value** of the work proposed work. The following are the factors to be used for the evaluation of technical merit.

Excellent - Proposal/factor demonstrates thorough and detailed understanding of requirements. Technical approach and capabilities significantly exceed performance and capability standards. Proposal/factor offers one or more strengths. Strengths significantly outweigh weaknesses, if any. The proposal/factor represents a high probability of success with no apparent risk in meeting the Government's requirements.

Good - Proposal/factor demonstrates good understanding of requirements. Technical approach and capabilities exceed performance and capability standards. Proposal/factor offers one or more strengths. Strengths outweigh any weaknesses. The proposal/factor represents a strong probability of success with overall low degree of risk in meeting the Government's requirements.

Satisfactory - Proposal/factor demonstrates acceptable understanding of requirements. Technical approach and capabilities meet performance and capability standards. Proposal/factor offers no strengths, or, if there are any strengths, these strengths are offset by weaknesses. The proposal/factor represents a reasonable probability of success with overall moderate degree of risk in meeting the Government's requirements.

Marginal - Proposal/factor demonstrates a limited understanding of requirements. Technical approach and capabilities are questionable as to whether or not they meet performance and capability standards necessary for acceptable contract performance. Proposal/factor contains weaknesses and offers no strengths, or, if there are any strengths, these strengths are outweighed by weaknesses. The proposal/factor represents a low probability of success with overall high degree of risk in meeting the Government's requirements. Proposal/factor might be made satisfactory with additional information and without a major revision of the proposal.

Poor - Proposal/factor demonstrates a lack of understanding of requirements. Technical approach and capabilities do not meet performance and capability standards necessary for acceptable contract performance. Proposal/factor contains major errors, omissions, significant weaknesses and/or deficiencies. The proposal/factor represents a very low probability of success with an extremely high degree of risk in meeting the Government's requirements. Proposal/factor could only be made satisfactory with major revision of proposal.

COOPERATIVE AGREEMENT TERMS AND CONDITIONS
(SEPT 2006 Rev 2)
5 June 2008

DoDGARs Part 22:

http://www.dtic.mil/whs/directives/corres/pd32106r_041398/part22.pdf

DoDGARs Part 33:

http://www.dtic.mil/whs/directives/corres/pdf/32106r_041398/part33.pdf

DoDGARs Part 32:

http://www.dtic.mil/whs/directives/corres/pdf/32106r_041398/part32.pdf

OMB Circulars:

<http://www.whitehouse.gov/omb/circulars>

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32. Resource Conservation and Recovery Act

* Refer to DoDGARS, Part 22, appendices A-C for applicable modifications and requirements.

1. Order of Precedence

This Cooperative Agreement is subject to the laws and regulations of the United States. Any inconsistency or conflict in the terms and conditions specified in this Cooperative Agreement shall be resolved according to the following order of precedence:

- (a) The Federal statute authorizing this award, or any other Federal statutes directly affecting performance of this Cooperative Agreement.
- (b) Department of Defense Grant and Assistance Regulations (DoDGARs) 32 CFR Part 32, Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
- (c) These General Terms and Conditions.
- (d) Other terms and conditions contained within this Cooperative Agreement and any attached schedules.

2. Statutes and Regulations

This Cooperative Agreement is subject to the laws and regulations of the United States that apply to assistance instruments including Chapter 63 of U.S. Code Title 31. DoDGARs Part 32 is hereby incorporated into this Cooperative Agreement by reference. The following OMB circulars, as appropriate, are also incorporated by reference into this Cooperative Agreement:

- (a) A-21, "Cost Principles for Educational Institutions"
- (b) A-110, "Grants and Cooperative Agreements for Institutions of Higher Learning"
- (c) A-133, "Audits of State, Local Governments, and Non-Profit Organizations"

3. Cost Principles and Audit

DoDGARS Part 32, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and the OMB Circulars below apply specifically to the Cooperator. The Cooperative Agreement shall be consistent with these authorities:

- (a) A-21, "Cost Principles for Educational Institutions"
- (b) A-133 "Audits of States, Local Governments, and Non-Profit Organizations"

Cooperator shall submit a copy of OMB Circular A-133 audit reports to the agency Inspector General (IG) and to DoD (IG).

4. Record Retention and Access Requirements

All financial and programmatic records, supporting documents, statistical records, and other records of cooperators or sub-cooperators which are:

- (a) Required to be maintained by the terms of this part. program regulations or the cooperative agreement, or
- (b) Otherwise reasonably considered as pertinent to program regulations or the cooperative agreement.

5. Modification of Cooperative Agreement

The only method by which this Cooperative Agreement can be modified is by a formal, written and signed modification. Administrative modification(s) to the Cooperative Agreement may be accomplished unilaterally by the signature of designated Cooperative Agreement Administrative Representative or Awarding Officer. Changes to the express clauses or terms of the Cooperative Agreement affecting price, quality, quantity or delivery of the Cooperator's

duties shall be the subject of a bilaterally executed modification. No other communications, whether oral or in writing, shall modify this Cooperative Agreement.

6. Prior Approvals and Changes

Any program changes to the approved project must comply with DoDGARS Subpart 32.25, Revision of Budget and Program Plans, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

7. Allowable Costs

Cooperative agreement funds may be applied only to those costs allowed under DoDGARS Subpart 32.27, Allowable Costs, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and, for Institutions of Higher Education only, OMB Circular A-21.

8. Unexpended Balance

In the absence of any specific notice to the contrary, cooperators are authorized to carry forward unexpended balances of funds received to subsequent funding periods.

9. Overpayment and Earned Interest

Overpayment. Within ninety (90) days after the end date of the Cooperative Agreement, any overpayment of funds shall be remitted to the Administrative Grants Officer (AGO) at the Administrative Office on the Award/Modification document, by check made payable to the Naval Facilities Engineering Command. An overpayment represents the difference between allowable actual expenditures and total disbursements received by the Cooperator.

Advances and Earned Interest. Interest earned on any account holding funds advanced under this Cooperative Agreement shall be remitted at least quarterly to the Naval Facilities Engineering Command, by check made payable to the Treasury of the United States.

10. Future Funding

The Government's legal funding obligation is limited to the amount shown as the "Total Obligated on Award," section of the Cooperative Agreement document.

11. Subagreements

Cooperator shall comply with DoDGARS Subpart 32.5, Subawards, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

12. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Cooperative Agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

13. Hatch Act

The cooperator, Research Faculty and Graduate Research Assistance within the Department of Environmental Science and Policy agree to comply with the Hatch Act (5 U.S.C. 1501-1508 and 7324 -7328), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

14. Lobbying

By signing and submitting this proposal, the cooperator is providing the certification at Appendix A to 32 CFR Part 28 regarding lobbying.

15. Environmental Standards

By accepting funds under this Cooperative Agreement, the cooperator assures that it will:

- (a) Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p. 799] and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR Part 32.
- (b) Identify to the cooperator agency any impact that this agreement may have on:
 - (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the cooperator agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 - (2) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501, et seq.), concerning preservation of barrier resources.
 - (3) Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).

16. Nondiscrimination

By accepting funds under this Cooperative Agreement, the cooperator assures that it will comply with applicable provisions of the following national policies prohibiting discrimination:

- (a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195
- (b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1%5 Comp., p.339], as implemented by Department of Labor regulations at 41 CFR part 60.
- (c) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.).
- (d) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- (e) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

17. Cargo Preference

The cooperator agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this cooperative agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

18. Preference for U. S. Flag Air Carriers

Travel supported by U.S. Government funds under this cooperative agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air

transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

19. Profit or Fee

In accordance with 32 CFR 22.205(b), no fee or profit may be charged to this cooperative agreement.

20. Claims, Disputes, and Appeals

(a) Cooperator Claims.

Per 32 CFR 22.815, any claims arising out of this agreement must be:

- (1) Submitted in writing to the Grants Officer;
- (2) Specify the nature and basis for the relief requested, and;
- (3) Include all data and relevant facts in support of the claim.

(b) DOD Component Claims.

Claims by a DOD Component shall be the subject of a written decision by the Grants Officer.

(c) Alternative Dispute Resolution (ADR).

The Parties shall use ADR to the maximum extent practicable, and comply with 32 CFR 22.815 ADR policies and procedures. It is hereby noted, however, that this particular Cooperator, has expressed that its business policy is not to enter into arbitration as the selected ADR method.

(d) Grants Officer Decisions.

(1) Within 60 calendar days after receipt of a written claim, the Grants Officer shall:

(a) Prepare a written decision, which shall include: the reasons for the decision; the relevant facts on which the decision is based; and the identity and mailing address of the cognizant Appeal Authority, and; shall be included in the award file, or

(b) Notify the Cooperator of a date when the written decision will be rendered. The notice shall address why additional time is needed.

(2) The Grants Officer's decision is final, unless appealed. In the event of an appeal, the Parties shall endeavor to use ADR procedures to the maximum extent practicable.

(e) Formal Administrative Appeals.

All formal administrative appeals shall comply with the applicable provisions of 32 CFR 22.815(e), Claims, disputes, and appeals.

(1) Appeal Authority. The Assistant Commander for Acquisition is the Appeal Authority to decide formal, administrative appeals under this Grant.

- (f) Non-exclusivity of remedies.

Nothing in this section is intended to limit a cooperator's right to any remedy under the law.

21. Controlled Unclassified Information

The parties understand that information and materials provided pursuant to or resulting from this cooperative agreement may be export controlled, sensitive, for official use only, or otherwise protected by law, executive order or regulation. The cooperator is responsible for compliance with all applicable laws and regulations. Nothing in this cooperative agreement shall be construed to permit any disclosure in violation of those restrictions.

22. Debarment and Suspension

Cooperators shall comply with the requirements of DoDGARs Part 25, Subpart C, "Government-Wide Suspension and Debarment (Nonprocurement)", 32 CFR Part 25, Subpart C. The cooperator shall also include a similar term or condition in any lower-tier covered transactions, as required by DoDGARs Part 25, Subpart B, 32 CFR Part 25 (2004).

23. Drug Free Workplace

By accepting funds under this Cooperative Agreement, the cooperator agrees to comply with the "Government -Wide Drug-Free Workplace (Grants)" requirements specified by DoDGARS Part 26, Subpart B (or Subpart C, if the cooperator is an individual) of 32 CFR Part 26 (2004), which implements Secs. 5151-5160 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et. seq.).

24. Standards for Financial Management Systems

By accepting funds under this cooperative agreement, the cooperator agrees to maintain a financial management system that complies with DoDGARS Subpart 32.21, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

25. Payment

Cooperator shall submit any request for payment in accordance with 32 CFR 32.22, Payment, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. Payment will be made in accordance with 32 CFR 32.22 for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

For any advance payment the cooperator must maintain or demonstrate the willingness to maintain the conditions set forth at 33 CFR 33.21 (c). Cooperator is authorized to be paid in advance under the conditions set forth at 33CFR 32.22(b)-(d), for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

Reimbursement is the preferred method when the requirements in 32 CFR 33.22(d) cannot be met. The Cooperator is authorized reimbursements under the conditions set forth at 22 CFR. 33.32.22(e)-(j) for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

The Government shall pay the Cooperator the price as provided in this agreement. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Agreements Officer, on estimates of work accomplished which meets the standard of quality established under the agreement, as approved by the Agreements Officer.

The Cooperator's request for progress payments shall include the following substantiation:

- (a) An itemization of the amounts requested, related to the various elements of work required by the agreement covered by the payment requested.
- (b) Additional supporting data in a form and detail required by the Agreements Officer.

26. Procurement

Cooperator's system for acquiring goods and services under this Cooperative Agreement shall comply with 32 CFR 32.40-32.48, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

27. Property

Title shall vest in, and cooperator shall manage, property under this cooperative agreement in accordance with 32 CFR 32.2, and 32.30-32.37, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

28. Reports

Cooperator shall maintain and submit reports in accordance with 32 CFR 32.50-32.53, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

29. Termination and Enforcement

This award is subject to 32 CFR 32.61, Termination, and 32.62, Enforcement, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

30. After-Award Requirements

Closeouts, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to the requirements in CFR 32.71 -32.73, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

31. Cost Share or Match

Any cost share or cost match agreements shall comply with 32.23, for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

32. Resource Recovery and Conservation Act

Cooperator shall comply with the requirements contained in 32 CFR 32.49.

[End of Items]