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PART I - THE SCHEDULE

2

SECTION A - SOLICITATION/CONTRACT FORM

3

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.)****

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

4

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.
ADDITIONAL INSTRUCTIONS FOR COMPLETING THIS ITEM:
- Add a one to three sentence description of work.)****

ARTICLE B.1. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

5

****(USE BELOW, FOR A FULLY FUNDED COST-REIMBURSEMENT CONTRACT WITH NO FEE.)****

ARTICLE B.2. ESTIMATED COST

The estimated cost of this contract is $ _____ .

6

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR COST-REIMBURSEMENT CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor will be reimbursed by the National Library of Medicine (NLM) a not to exceed amount of $ _____ . The Contractor will be reimbursed by the National Technical Information Service (NTIS) a not to exceed amount of $ _____ . NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

7

****(USE BELOW FOR A FULLY FUNDED, CPFF-LEVEL OF EFFORT CONTRACT.)****

ARTICLE B.2. ESTIMATED COST AND FIXED FEE

a. The estimated cost of this contract is $ _____ .
b. The fixed fee for this contract is $ _____ .The fee shall be paid in direct ratio to the level of effort expended; that is, the percent of fee paid shall be equal to the percent of total effort expended.

Payment shall be subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.

c. The total estimated amount of the contract, represented by the sum of the estimated cost plus the fixed fee, is $ _____ .

8

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR COST-REIMBURSEMENT CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor will be reimbursed by the National Library of Medicine (NLM) a not to exceed amount of $ _____ . The Contractor will be reimbursed by the National Technical Information Service (NTIS) a not to exceed amount of $ _____ . NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

9

****(USE BELOW FOR A FULLY FUNDED, CPFF-COMPLETION CONTRACT WHEN PAYMENT OF FEE WILL BE BASED ON PERCENTAGE OF COMPLETION OR WORK.)****

ARTICLE B.2. ESTIMATED COST AND FIXED FEE

a. The estimated cost of this contract is $ _____ .

b. The fixed fee for this contract is $ _____ . The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer, and subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.

c. The total estimated amount of the contract, represented by the sum of the estimated cost plus the fixed fee, is $ _____ .

10

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR COST-REIMBURSEMENT CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor will be reimbursed by the National Library of Medicine (NLM) a not to exceed amount of $ _____ . The Contractor will be reimbursed by the National Technical Information Service (NTIS) a not to exceed amount of $ _____ . NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

11

****(USE BELOW FOR A FULLY FUNDED, CPFF-COMPLETION CONTRACT WHEN THE PAYMENT OF FEE IS TIED TO TIME.)****

ARTICLE B.2. ESTIMATED COST AND FIXED FEE

a. The estimated cost of this contract is $ _____ .

b. The fixed fee for this contract is $ _____ . The fixed fee shall be subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.
c. The total estimated amount of the contract, represented by the sum of the estimated cost plus the fixed fee, is $ _____ .

12

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR COST-REIMBURSEMENT CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor will be reimbursed by the National Library of Medicine (NLM) a not to exceed amount of $ _____ . The Contractor will be reimbursed by the National Technical Information Service (NTIS) a not to exceed amount of $ _____ . NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

13

****(USE BELOW FOR A COST SHARING CONTRACT.)****

ARTICLE B.3. ESTIMATED COST - COST SHARING

This is a cost-sharing contract. The total estimated cost of performing the work under this contract is $ _____ . For further provisions regarding the specific cost-sharing arrangement, see the ADVANCE UNDERSTANDINGS Article in SECTION B of the Contract.

14

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR COST-REIMBURSEMENT CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor will be reimbursed by the National Library of Medicine (NLM) a not to exceed amount of $ _____ . The Contractor will be reimbursed by the National Technical Information Service (NTIS) a not to exceed amount of $ _____ . NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

15

****(USE BELOW, FOR A COST-REIMBURSEMENT OPTION CONTRACT.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- **Subparagraph b:**
  - Eliminate Fee Language When Appropriate.
  - Select the sentence appropriate for the type of contract within the brackets below. Make sure to delete the sentence that does not apply.)****

ARTICLE B.4. ESTIMATED COST - OPTION

a. The estimated cost of the Base Period of this contract is $ _____ .
b. The fixed fee for the Base Period of this contract is $ _____ . [**For completion contracts:** The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer./ **For level of effort contracts:** The fixed fee shall be paid in

direct ratio to the level of effort expended; that is, the percent of fee paid shall be equal to the percent of total effort expended.] Payment shall be subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.

c. The total estimated amount of the contract, represented by the sum of the estimated cost plus the fixed fee for the Base Period is $ _____ .

d. If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the Government's total estimated contract amount represented by the sum of the estimated cost plus the fixed fee will be increased as follows:

	Estimated Cost ($)	**Fixed Fee ($)**	**Estimated Cost Plus Fixed Fee ($)**
Base Period			
Option Period(s):			
Total [Base Period and Option(s)]			

16

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR COST-REIMBURSEMENT CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor will be reimbursed by the National Library of Medicine (NLM) a not to exceed amount of $ _____ . The Contractor will be reimbursed by the National Technical Information Service (NTIS) a not to exceed amount of $ _____ . NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

17

****(USE BELOW FOR A COST-REIMBURSEMENT PERFORMANCE BASED AWARD TERM CONTRACT.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. Eliminate Fee Language When Appropriate.
2. **Subparagraph b** : Select the sentence appropriate for the type of contract within the brackets below. Make sure to delete the sentence that does not apply.)****

ARTICLE B.5. ESTIMATED COST - AWARD TERM

a. The estimated cost of the Base Period of this contract is $ _____ .

b. The fixed fee for the Base Period of this contract is $ _____ . [**For completion contracts** : The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer./ **For level of effort contracts** : The fixed fee shall be paid in direct ratio to the level of effort expended; that is, the percent of fee paid shall be equal to the percent of total effort expended.] Payment shall be subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.

c. The total estimated amount of the contract, represented by the sum of the estimated cost plus the fixed fee for the Base Period is $ _____ .

d. If the Award Term(s) is/are earned pursuant to the AWARD TERM QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) Article in SECTION H of this contract, the Government's total estimated contract amount represented by the sum of the estimated cost plus the fixed fee will be increased as follows:

	Estimated Cost ($)	**Fixed Fee ($)**	**Estimated Cost Plus Fixed Fee ($)**
Base Period			
Award Term(s):			
Total [Base Period and Award Term(s)]			

18

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR COST-REIMBURSEMENT CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor will be reimbursed by the National Library of Medicine (NLM) a not to exceed amount of $ _____ . The Contractor will be reimbursed by the National Technical Information Service (NTIS) a not to exceed amount of $ _____ . NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

19

****(USE BELOW FOR A COST-REIMBURSEMENT PERFORMANCE BASED ACQUISITION (PBA) WHERE THE INCENTIVE IS TIED TO FEE.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. An obligation of funds for award-fee shall not be made until the actual award-fee amount is determined and the contractor is notified. An award-fee is a bona fide need of the same year and appropriation that financed the related effort for which the award-fee was earned. Simplified, the same fiscal year appropriation used to fund the performance period evaluated must be used to pay the award-fee.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **Subparagraph a.2.:** Select a subparagraph a.2.a., if appropriate, as follows:
   - If the total base fee is $0, do not include any subparagraphs (a. or b.) under subparagraph a.2. [*Note: Providing a base fee is at the discretion of the Contracting Officer. See FAR 16.405-2 for additional information about CPAF contracts* .]
   - Use the first subparagraph a.2.a. when a base fee $ amount is negotiated. Select the sentence appropriate for the type of contract within the brackets below. Make sure to delete the sentence that does not apply.
   - Use the second subparagraph a.2.a for RFPs.
2. **Subparagraph b (Table):** Include all evaluation periods and associated available award fee for the life of the contract.
3. **Subparagraph c.:** The Total Estimated Cost of the contract should include Award Fee "EARNED," therefore, at the time of award, this amount will be estimated cost plus base fixed fee (if any) only. **This amount will need to be updated each time an award fee is earned to accurately reflect the total estimated cost of the contract** .)****

ARTICLE B.6. ESTIMATED COST PLUS AWARD FEE

a. Estimated Cost and Base Fixed Fee

1. The total estimated cost of this contract is $ _____ .
2. The total base fixed fee is $ _____ .

   a. The base fixed fee shall be paid in [**For completion contracts** : installments based on the percentage of completion of work, as determined by the Contracting Officer/ **For level of effort contracts** : direct relation to the level of effort expended; that is, the percent of base fixed fee paid shall be equal to the percent of total effort expended.]

   -OR-

   b. The fee payment schedule will be determined during negotiations.

   c. Payment shall be subject to the withholding provision of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.

b. Award Fee Consideration

Based on the evaluation/determination described in subparagraph d. below, an award fee may be earned by the Contractor at regular intervals as defined in the paragraphs herein. The total

potential award fee available is $ _____ and the evaluation periods shall be as follows:

Evaluation Period(s):	Available Award Fee:

c. Total Estimated Contract Amount

The total estimated amount of the contract, represented by the sum of the estimated cost plus base fixed fee (if any), plus earned award fee is $ _____ .

d. Methodology for Award Fee Evaluation/Determination

1. The Contractor's performance hereunder will be observed and evaluated continuously by the Government. At the end of each evaluation period, the Contracting Officer will review performance based on the standards and criteria established in the Quality Assurance Surveillance Plan, dated _____ , listed in SECTION J - LIST OF ATTACHMENTS, attached hereto and made a part of this contract.
2. The findings of the evaluation will determine the amount of the available award fee (specified in subparagraph b. above) earned by the Contractor for the identified evaluation period. In no event, however, will any unearned award fee become available in subsequent evaluation periods.
3. The Contracting Officer will notify the Contractor, in writing, of the available award fee actually earned for a given evaluation period. Upon receipt of this notification, the Contractor shall submit a public voucher for payment of the total award fee earned.
4. The evaluation/determination of award fee shall be binding on both parties and not subject to the Disputes clause included in Section I of the contract.

20

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR COST-REIMBURSEMENT CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor will be reimbursed by the National Library of Medicine (NLM) a not to exceed amount of $ _____ . The Contractor will be reimbursed by the National Technical Information Service (NTIS) a not to exceed amount of $ _____ . NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

21

****(USE BELOW IN COST-REIMBURSEMENT PERFORMANCE BASED ACQUISITION (PBA) WITH OPTIONS, WHERE THE INCENTIVE IS TIED TO FEE.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. An obligation of funds for award-fee shall not be made until the actual award-fee amount is determined and the contractor is notified. An award-fee is a bona fide need of the same year and appropriation that financed the related effort for which the award-fee was earned. Simplified, the same fiscal year appropriation used to fund the performance period evaluated must be used to pay the award-fee.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **Subparagraph a.3.:** Select a subparagraph a.3.a., if appropriate, as follows:
   - If the total base fee is $0, do not include any subparagraphs (a. or b.) under subparagraph a.3. [*Note: Providing a base fee is at the discretion of the Contracting Officer. See FAR 16.405-2 for additional information about CPAF contracts* .]
   - Use first subparagraph a.3.a. when a base fee $ amount is negotiated. Select the sentence appropriate for the type of contract within the brackets below. Make sure to delete the sentence that does not apply. Complete the information for all Option Periods.
   - Use the second subparagraph a.3.a for RFPs.
2. **Subparagraph b.1 (CONTRACTS ONLY):** List all evaluation periods separately with applicable Award Fee Amounts for the Base Period Only.
3. **Subparagraph b.2 (CONTRACTS ONLY):** List all options and indicate the evaluation periods and associated available award fee for each option.
4. **Subparagraph c.:** The Total Estimated Cost of the contract should include Award Fee "EARNED," therefore, at the time of award, this amount will be estimated cost plus base fixed fee (if any) only. **This amount will need to be updated each time an award fee is earned to accurately reflect the total estimated cost of the contract** .)****

ARTICLE B.7. ESTIMATED COST PLUS AWARD FEE

a. Estimated Cost and Base Fixed Fee

1. The total estimated cost of the Base Period of this contract is $ _____ .
2. If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the estimated cost shall be increased as follows:

	Estimated Cost ($)
Base Period:	
Option Period(s):	
Total [Base Period and Option(s)]	

3. The total base fixed fee for the Base Period of the contract is $ _____ .
   a. The base fixed fee shall be paid in [**For completion contracts:** installments based on the percentage of completion of work, as determined by the Contracting Office/ **For level of effort contracts:** direct relation to the level of effort expended; that is, the

percent of base fixed fee paid shall be equal to the percent of total effort expended.]

If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the base fixed fee shall be increased as follows:

	Base Fixed Fee ($)
Base Period:	
Option Period(s):	
Total [Base Period and Option(s)]	

-OR-

b. The fee payment schedule will be determined during negotiations.

c. Payment shall be subject to the withholding provision of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.

b. Award Fee Consideration

1. Based on the evaluation/determination described in subparagraph d. below, an award fee may be earned by the Contractor at regular intervals as defined in the paragraphs herein. The total potential award fee available is $ _____ and the evaluation periods shall be as follows:

Base Period Evaluation Period(s):	**Available Award Fee**

2. If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the total potential award fee available for the option years/periods and the evaluation periods shall be as follows:

OPTION(s) Period(s)	**Evaluation Period(s) by Option**	**Available Award Fee**

c. Total Estimated Contract Amount

1. 1. The total estimated amount of the contract, represented by the sum of the estimated cost plus the base fixed fee (if any), plus the earned award fee is $ _____ .
2. If the Government exercises its option pursuant to the OPTION PROVISION Article in SECTION H of this contract, the Government's total estimated contract amount, represented by the sum of the estimated cost plus base fixed-fee (if any) plus the earned award fee and the period of performance will be increased as follows:

	Estimated Cost ($)	Base Fixed Fee ($)	Earned Award Fee ($)	Total Estimated Contract Amount ($)
Base Period:				
Option Period(s):				
Total [Base Period and Option(s)]				

d. Methodology for Award Fee Evaluation/Determination

1. The Contractor's performance hereunder will be observed and evaluated continuously by the Government. At the end of each evaluation period, the Contracting Officer will review performance based on the standards and criteria established in the Quality Assurance Surveillance Plan, dated _____ , listed in SECTION J - LIST OF ATTACHMENTS, attached hereto and made a part of this contract.
2. The findings of the evaluation will determine the amount of the available award fee (specified in subparagraph b. above) earned by the Contractor for the identified evaluation period. In no event, however, will any unearned award fee become available in subsequent evaluation periods.
3. The Contracting Officer will notify the Contractor, in writing, of the available award fee actually earned for a given evaluation period. Upon receipt of this notification, the Contractor shall submit a public voucher for payment of the total award fee earned.
4. The evaluation/determination of award fee shall be binding on both parties and not subject to the Disputes clause included in Section I of the contract.

22

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR COST-REIMBURSEMENT CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor will be reimbursed by the National Library of Medicine (NLM) a not to exceed amount of $ _____ . The Contractor will be reimbursed by the National Technical Information Service (NTIS) a not to exceed amount of $ _____ . NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

23

****(USE BELOW FOR A COST-REIMBURSEMENT CONTRACT FOR SEVERABLE SERVICES USING INCREMENTAL FUNDING. See HHSAR Part 332 - Contract Funding for additional information on using incremental funding.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

1. **Subparagraph a:** Insert the full amount of the contract.
2. **Subparagraph b:**
   - **For Solicitations** : Leave this subparagraph as is.
   - **For Contracts** :
     - i. Remove the asterisk in the first sentence.
     - ii. Complete the Table based on negotiations.
     - iii. Remove the sentence under the Table.
3. **Subparagraph c** : Insert the amount funded to date.)****

ARTICLE B.8. ESTIMATED COST - INCREMENTALLY FUNDED CONTRACT

a. The total estimated cost to the Government for full performance of this contract, including all allowable direct and indirect costs, is $ _____ .

b. The following represents the schedule* by which the Government expects to allot funds to this contract:

CLIN, Task, Number, or Description	Start Date of Period or Increment of Performance	End Date of Period or Increment of Performance	Estimated Cost ($)	Fee ($) (as appropriate)	Estimated Cost Plus Fee ($) (as appropriate)
			[Total]	[Total]	[Total]

*To be inserted after negotiation

c. Total funds currently obligated and available for payment under this contract are $ _____ .

d. The Contracting Officer may issue unilateral modifications to obligate additional funds to the contract and make related changes to paragraphs b. and/or c., above.

e. Until this contract is fully funded, the requirements of the clause at FAR 52.232-22, Limitation of Funds, shall govern. Once the contract is fully funded, the requirements of the clause at FAR 52.232-20, Limitation of Cost, shall govern.

24

**** (USE BELOW FOR A CPFF CONTRACT FOR SEVERABLE SERVICES USING INCREMENTAL FUNDING.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

1. **Second paragraph:** consists of information in a Drop down box. Choose the applicable sentence as follows:
   - **For Level of Effort contracts:** Choose the first selection which states that fee will be paid in proportion to level of effort expended.
   - **For Completion contracts:** Choose the second selection which states that fee will be paid based on the percentage of work completed.
   - **For Completion contracts where fee is tied to time:** Use default selection, which is blank.

Note: Because some of the choices are lengthy, you will have to scroll over to the right to locate the drop down icon to select the text.) ****

f. Payment of fee shall be subject to the withholding provisions of the clauses ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.

[/The fee shall be paid in direct ratio to the level of effort expended; that is, the percent of fee paid shall be equal to the percent of total effort expended./The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer.]

25

****(USE BELOW FOR AN INCREMENTALLY FUNDED, COST-PLUS-FIXED-FEE, MULTI-YEAR CONTRACT (FAR 17.1).

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **Subparagraph a:** Insert periods of performance and amounts in the table.
2. **Subparagraph b:** Select the sentence within the brackets that is appropriate for the contract type. Delete the sentence that does not apply.

Note: *Contract funding shall not be less than the full amount of the first program year in accordance with 17.106-1(g).*)****

ARTICLE B.9. COST-PLUS-FIXED-FEE - MULTI-YEAR CONTRACT

a. This contract is awarded in accordance with Federal Acquisition Regulation (FAR) Subpart 17.1, Multi-year Contracting. Funding will be provided incrementally to cover the following periods of performance:

Cost reimbursement multi-year table

Program Year	Estimated Cost ($)	Fixed Fee ($)	Estimated Cost Plus Fixed Fee ($)
Year 1 *[Insert Dates]*			
Year 2 *[Insert Dates]*			
Year 3 *[Insert Dates]*			
Year 4 *[Insert Dates]*			

Program Year	Estimated Cost ($)	Fixed Fee ($)	Estimated Cost Plus Fixed Fee ($)
Year 5 *[Insert Dates]*			
Total			

b. [**For completion contracts:** The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer. **- or - For level-of-effort contracts:** The fixed fee shall be paid in direct ratio to the level of effort expended; that is, the percent of fee paid shall be equal to the percent of total effort expended.] Payment of fixed fee shall be subject to the clauses entitled ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.

c. Total funds currently obligated under this contract are $ _____ ; of which $ _____ represents the estimated cost; $ _____ represents the fixed fee; and $ _____ represents the cancellation ceiling. For further provisions on funding, see the LIMITATION OF FUNDS clause referenced in Part II, ARTICLE I.2. Authorized Substitutions of Clauses. The Limitation of Funds clause does not apply to the cancellation ceiling.

d. It is estimated that the amount currently obligated will cover performance of the contract through _____ .

e. The Contracting Officer may obligate additional funds to the contract without the concurrence of the Contractor.

26

****(USE BELOW FOR A FULLY FUNDED, COST-PLUS-FIXED-FEE, MULTI-YEAR CONTRACT (FAR 17.1).

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- **Subparagraph b:** Select the sentence within the brackets that is appropriate for the contract type. Delete the sentence that does not apply.)****

ARTICLE B.9. COST-PLUS-FIXED-FEE - MULTI-YEAR CONTRACT

a. This contract is awarded in accordance with Federal Acquisition Regulation (FAR) Subpart 17.1, Multi-year Contracting.

b. the estimated cost of this contract is $ _____ , and the fixed fee is $ _____ . The total estimated amount of this contract, represented by the sum of the estimated cost plus fixed fee, is $ _____ .

c. [**For completion contracts:** The fixed fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer. **- or - For level-of-effort contracts:** The fixed fee shall be paid in direct ratio to the level of effort expended; that is, the percent of fee paid shall be equal to the percent of total effort expended.] Payment of fixed fee shall be subject to the clauses entitled ALLOWABLE COST AND PAYMENT and FIXED FEE referenced in the General Clause Listing in Part II, ARTICLE I.1. of this contract.

d. For further provisions on funding, see the LIMITATION OF COST clause referenced in Part II, ARTICLE I.2. Authorized Substitutions of Clauses.

27

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR COST-REIMBURSEMENT CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor will be reimbursed by the National Library of Medicine (NLM) a not to exceed amount of $ _____ . The Contractor will be reimbursed by the National Technical Information Service (NTIS) a not to exceed amount of $ _____ . NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

28

****(USE BELOW FOR AN INCREMENTALLY FUNDED, COST-REIMBURSEMENT (NO FEE), MULTI-YEAR CONTRACT (FAR 17.1).

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- **Subparagraph a:** Insert periods of performance and amounts in the table.

Note: *Contract funding shall not be less than the full amount of the first program year in accordance with 17.106-1(g).*)****

ARTICLE B.9. COST-REIMBURSEMENT - MULTI-YEAR CONTRACT

a. This contract is awarded in accordance with Federal Acquisition Regulation (FAR) Subpart 17.1, Multi-year Contracting. Funding will be provided incrementally to cover the following periods of performance:

Program Year	**Estimated Cost ($)**
Year 1 *[Insert Dates]*	
Year 2 *[Insert Dates]*	
Year 3 *[Insert Dates]*	
Year 4 *[Insert Dates]*	
Year 5 *[Insert Dates]*	
Total	

b. Total funds obligated to this contract are $ _____ ; of which $ _____ represents the cancellation ceiling. For further provisions on funding, see the LIMITATION OF FUNDS clause referenced in Part II, ARTICLE I.2. Authorized Substitutions of Clauses. The Limitation of Funds clause does not apply to the cancellation ceiling.

c. It is estimated that the amount currently obligated will cover performance of the contract through _____ .

d. The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.

29

****(USE BELOW FOR A FULLY FUNDED, COST-REIMBURSEMENT (NO FEE), MULTI-YEAR CONTRACT (FAR 17.1.)****

ARTICLE B.9. COST-REIMBURSEMENT - MULTI-YEAR CONTRACT

a. This contract is awarded in accordance with Federal Acquisition Regulation (FAR) Subpart 17.1, Multi-year Contracting. The estimated cost of this contract is $ _____ .
b. For further provisions on funding, see the LIMITATION OF COST clause referenced in Part II, ARTICLE I.2. Authorized Substitutions of Clauses.

30

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR COST-REIMBURSEMENT CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor will be reimbursed by the National Library of Medicine (NLM) a not to exceed amount of $ _____ . The Contractor will be reimbursed by the National Technical Information Service (NTIS) a not to exceed amount of $ _____ . NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

31

****(USE BELOW IN ALL **INCREMENTALLY FUNDED,** MULTIYEAR CONTRACTS.

Do <u>not</u> use this Article in multi-year contracts that are fully funded at award. See note 3 below.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

Table:

- In the "Program Year" column, identify the applicable periods of performance.
- In the "Cancellation Date" column, identify the date by which the cancellation notification is to be given.
- In the "Cancellation Ceiling" column, identify the applicable dollar amount for which the contractor may be entitled if the contract is cancelled. Ceilings must exclude amounts for requirements included in prior program years. The Contracting Officer must reduce the cancellation ceiling for each program year in direct proportion to the remaining requirements subject to cancellation.

NOTES:

1. The full amount of the cancellation ceiling must be funded at award in accordance with 41 U.S.C. 254c.
2. Within the context of FAR Subpart 17.1, "program year" has the same meaning as "contract year."
3. The Government does not create a "cancellation liability" when a multi-year contract is fully funded at award. Therefore, the Article below should not be included in multi-year contracts that are fully funded at award. Cancellation of a fully funded multi-year contract is handled using termination for convenience procedures.)****

ARTICLE B.10. CANCELLATION CEILING

a. Performance under this contract during the second and subsequent program years is contingent upon the appropriation of funds. All program years except the first are subject to cancellation. Cancellation shall occur by the dates specified below if the Contracting Officer-
   1. notifies the Contractor that funds are not available for contract performance for any subsequent program year; or
   2. fails to notify the Contractor that funds are available for performance of the succeeding program year.

b. The Government's liability for cancellation charges shall not exceed $ _____ . This amount will be reduced in accordance with FAR 17.106-1(c)(1) at the conclusion of each program year, as follows:

Program Year	**Cancellation Date**	**Cancellation Ceiling**
Year 1: *[Insert Dates]* *	N/A	N/A
Year 2: *[Insert Dates]* *	*[Insert Date]*	$ *[insert amount]*
Year 3: *[Insert Dates]* *	*[Insert Date]*	$ *[insert amount]*
Year 4: *[Insert Dates]* *	*[Insert Date]*	$ *[insert amount]*
Year 5: *[Insert Dates]* *	*[Insert Date]*	$ *[insert amount]*

32

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR COST-REIMBURSEMENT CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor will be reimbursed by the National Library of Medicine (NLM) a not to exceed amount of $ _____ . The Contractor will be reimbursed by the National Technical Information Service (NTIS) a not to exceed amount of $ _____ . NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

33

****(USE BELOW, FOR SINGLE AWARD INDEFINITE QUANTITY TYPE CONTRACTS FOR SUPPLIES OR SERVICES THAT HAVE BEEN IDENTIFIED AND PRICED AT THE TIME OF AWARD.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

1. **Subparagraph a:** Enter the minimum and maximum dollar amounts for the supplies and/or services to be purchased over the period of performance in the spaces provided.
2. **Subparagraph b:**
   - Select the correct term "costs" or "prices" from the drop-down box.
   - Enter the period of performance in the spaces provided.
3. **Subparagraph c:**
   - Select the appropriate type of order from the drop down box as follows: Delivery Order for Supplies; Task Order for services.
   - Select the correct term "unit price(s)" or "cost(s)" within the brackets, or modify to accurately reflect your situation. Delete the brackets and inapplicable information.
   - Enter the Schedule/Line Items and associated costs/prices. Modify the Table, as necessary, to accurately reflect the costs/prices for each item/line item.

Note: *If the contract will have options, make sure to include the Article B, entitled "Option Prices" or "Estimated Cost - Option" as appropriate .)****

ARTICLE B.11. PRICES/COSTS

a. This is an Indefinite Quantity contract as contemplated by FAR 16.504. The Contractor shall be reimbursed by the Government in an amount not less than a total of $ _____ (minimum) nor more than a total of $ _____ (maximum) for successful performance of this contract.

b. The [costs/prices] set forth in this ARTICLE will cover the contract period _____ through _____ .

c. The Government will issue [Task/Delivery] Orders based on the work described in SECTION C of this contract and the following schedule. Upon delivery and acceptance of the item(s) described in each Task Order, the Government shall pay to the Contractor the [unit price(s)/costs] set forth below:

SCHEDULE OF CHARGES FOR THE BASIC AWARD PERIOD

Description of Item	Unit	Price (or Cost)/Unit

34

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR FIXED-PRICE CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor shall be paid by the National Library of Medicine (NLM) in an amount of $ _____ . The Contractor shall be paid by the National Technical Information Service (NTIS) in an amount of $ _____ NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

35

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR COST-REIMBURSEMENT CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor will be reimbursed by the National Library of Medicine (NLM) a not to exceed amount of $ _____ . The Contractor will be reimbursed by the National Technical Information Service (NTIS) a not to exceed amount of $ _____ . NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

36

****(USE BELOW FOR SINGLE AWARD INDEFINITE QUANTITY TYPE CONTRACTS FOR SUPPLIES OR SERVICES WHEN INDIVIDUALLY NEGOTIATED TASK ORDERS WILL BE ISSUED DURING THE PERIOD OF PERFORMANCE.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

1. **Subparagraph a:** Enter the minimum and maximum dollar amounts for the supplies and/or services to be purchased over the period of performance in the spaces provided.
2. **Subparagraph b:**
   - Select the correct term "costs" or "prices" from the drop-down box.
   - Enter the period of performance in the spaces provided.
3. **Subparagraph c:** Select the appropriate type of order from the drop down box as follows: Delivery Order for Supplies; Task Order for services.

Note: *If the contract will have options, make sure to include the Article B, entitled "Option Prices" or "Estimated Cost - Option" as appropriate .)****

ARTICLE B.11. PRICES/COSTS

a. This is an Indefinite Quantity contract as contemplated by FAR 16.504. The Contractor shall be reimbursed by the Government in an amount not less than a total of $ _____ (minimum) nor more than a total of $ _____ (maximum) for successful performance of this contract.

b. The [costs/prices] set forth in this ARTICLE will cover the contract period _____ through _____ .

c. The Government will issue [Task/Delivery] Orders based on the work described in SECTION C of this contract.

37

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR FIXED-PRICE CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor shall be paid by the National Library of Medicine (NLM) in an amount of $ _____ . The Contractor shall be paid by the National Technical Information Service (NTIS) in an amount of $ _____ NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

38

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR COST-REIMBURSEMENT CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor will be reimbursed by the National Library of Medicine (NLM) a not to exceed amount of $ _____ . The Contractor will be reimbursed by the National Technical Information Service (NTIS) a not to exceed amount of $ _____ . NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

39

****(USE BELOW, FOR MULTIPLE AWARD INDEFINITE QUANTITY TYPE CONTRACTS FOR SUPPLIES OR SERVICES THAT HAVE BEEN IDENTIFIED AND PRICED AT THE TIME OF AWARD.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

1. **Subparagraph a:** Enter the minimum and maximum dollar amounts for the supplies and/or services to be purchased over the period of performance in the spaces provided.
2. **Subparagraph b:**
   - Select the correct term "costs" or "prices" from the drop-down box.
   - Enter the period of performance in the spaces provided.
3. **Subparagraph c:**
   - Select the appropriate type of order from the drop down box as follows: Delivery Order for Supplies; Task Order for services.
   - Select the correct term "unit price(s)" or "cost(s)" within the brackets, or modify to accurately reflect your situation. Delete the brackets and inapplicable information.
   - Enter the Schedule/Line Items and associated costs/prices. Modify the Table, as necessary, to accurately reflect the costs/prices for each item/line item.

Note: *If the contract will have options, make sure to include the Article B, entitled "Option Prices" or "Estimated Cost - Option" as appropriate* .)****

ARTICLE B.11. PRICES/COSTS

a. This is a Multiple Award Indefinite Quantity contract as contemplated by FAR 16.504. The Contractor shall be reimbursed by the Government in an amount not less than a total of $ _____ (minimum) nor more than a total of $ _____ (maximum) for successful performance of this contract.

b. The [costs/prices] set forth in this ARTICLE will cover the contract period _____ through _____ .

c. The Government will compete and award [Task/Delivery] Orders based on the work described in SECTION C of this contract and the following schedule. Upon delivery and acceptance of the item(s) described in each Task Order, the Government shall pay to the Contractor the [unit price(s)/costs] set forth below:

SCHEDULE OF CHARGES FOR THE BASIC AWARD PERIOD

Description of Item	Unit(s)	Price/Unit

d. Ordering procedures are described in The METHOD OF ORDERING Article in SECTION G of this contract.

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**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR FIXED-PRICE CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor shall be paid by the National Library of Medicine (NLM) in an amount of $ _____ . The Contractor shall be paid by the National Technical Information Service (NTIS) in an amount of $ _____ NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

41

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR COST-REIMBURSEMENT CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor will be reimbursed by the National Library of Medicine (NLM) a not to exceed amount of $ _____ . The Contractor will be reimbursed by the National Technical Information Service (NTIS) a not to exceed amount of $ _____ . NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

42

****(USE BELOW, FOR MULTIPLE AWARD INDEFINITE QUANTITY TYPE CONTRACTS FOR SUPPLIES OR SERVICES WHEN INDIVIDUALLY NEGOTIATED TASK ORDERS WILL BE ISSUED DURING THE PERIOD OF PERFORMANCE.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

1. **Subparagraph a:** Enter the minimum and maximum dollar amounts for the supplies and/or services to be purchased over the period of performance in the spaces provided.
2. **Subparagraph b:**
   - Select the correct term "costs" or "prices" within the brackets.
   - Enter the period of performance in the spaces provided.
3. **Subparagraph c:**
   - Select the appropriate type of order from the drop down box as follows: Delivery Order for Supplies; Task Order for services.
   - If the Statement of Work includes specific tasks areas for which each contractor will be qualified, the Contracting Officer may modify this subparagraph to include the specific information. If minimum and maximum amounts are assigned for each Task area as well as the overall contract, they may be included as well.

Note: *If the contract will have options, make sure to include the Article B, entitled "Option Prices" or "Estimated Cost - Option" as appropriate* .)****

ARTICLE B.11. PRICES/COSTS

a. This is a Multiple Award Indefinite Quantity contract as contemplated by FAR 16.504. The Contractor shall be reimbursed by the Government in an amount not less than a total of $ _____ (minimum) nor more than a total of $ _____ (maximum) for successful performance of this contract.

b. The [prices/costs] set forth in this ARTICLE will cover the contract period _____ through _____ .

c. The Government will compete and award [Task/Delivery] Orders based on the work described in SECTION C of this contract.

d. Ordering procedures are described in The TASK ORDER PROCEDURE Article in SECTION G of this contract.

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**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR FIXED-PRICE CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor shall be paid by the National Library of Medicine (NLM) in an amount of $ _____ . The Contractor shall be paid by the National Technical Information Service (NTIS) in an amount of $ _____ NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

44

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR COST-REIMBURSEMENT CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor will be reimbursed by the National Library of Medicine (NLM) a not to exceed amount of $ _____ . The Contractor will be reimbursed by the National Technical Information Service (NTIS) a not to exceed amount of $ _____ . NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

45

****(USE BELOW FOR FIXED-PRICE CONTRACTS WHEN THE CONTRACTOR WILL BE PAID IN ONE LUMP SUM.)****

ARTICLE B.12. PRICES

a. The total fixed price of this contract is $ _____ .
b. Upon delivery and acceptance of the item(s) specified in the DELIVERY Article in SECTION F and described in SECTION C of this contract, the Government shall pay to the Contractor the total fixed price.

46

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR FIXED-PRICE CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor shall be paid by the National Library of Medicine (NLM) in an amount of $ _____ . The Contractor shall be paid by the National Technical Information Service (NTIS) in an amount of $ _____ NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

47

****(USE BELOW FOR SUPPLY CONTRACTS, WHEN THE CONTRACTOR WILL RECEIVE PARTIAL PAYMENTS BASED ON THE DELIVERY SCHEDULE SET FORTH IN THE CONTRACT.)****

ARTICLE B.12. PRICES

a. The total fixed price of this contract is $ _____ .
b. Upon delivery and acceptance of the item(s) described in SECTION C of this contract and identified in the schedule of charges below, the Government shall pay to the Contractor the unit price(s) set forth below:

SCHEDULE OF CHARGES FOR THE BASIC AWARD PERIOD

Description of Item	Quantity (Units)	Price ($)	Unit Price ($)	Total ($)

48

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR FIXED-PRICE CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor shall be paid by the National Library of Medicine (NLM) in an amount of $ _____ . The Contractor shall be paid by the National Technical Information Service (NTIS) in an amount of $ _____ NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

49

****(USE BELOW, FOR SERVICE CONTRACTS, WHEN THE CONTRACTOR WILL RECEIVE PARTIAL PAYMENTS BASED ON THE DELIVERY SCHEDULE SET FORTH IN THE CONTRACT.)****

ARTICLE B.12. PRICES

a. The total fixed price of this contract is $ _____ .
b. Upon delivery and acceptance of the services described in SECTION C of this contract and identified in the schedule of charges below, the Government shall pay to the Contractor the unit price(s) set forth below:

SCHEDULE OF CHARGES FOR THE BASIC AWARD PERIOD

Description of Service	Quantity (Units)	Price ($)	Unit Price($)	Total ($)

50

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR FIXED-PRICE CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor shall be paid by the National Library of Medicine (NLM) in an amount of $ _____ . The Contractor shall be paid by the National Technical Information Service (NTIS) in an amount of $ _____ NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

51

****(USE BELOW, FOR CONTRACTS THAT WILL RECEIVE PARTIAL PAYMENTS BASED ON A PERCENTAGE OF THE TOTAL PRICE TIED TO SPECIFIC MILESTONES IDENTIFIED. **Note:** *The milestones and the percentage of payment MUST be set forth below* .

EXAMPLE SITUATION FOR USE:

This item could be used when the Government is purchasing a large item of equipment in which the Contractor will also be required to install, demonstrate and train personnel on its use. In this case a percentage of the total cost could be paid upon delivery of the equipment and the remaining amount could be paid upon completion of services associated with the equipment.)****

ARTICLE B.12. PRICES

a. The total fixed price of this contract is $ _____ .
b. Upon delivery and acceptance of the item(s) and/or service(s) specified in the DELIVERY Article in SECTION F and described in SECTION C, the Contractor shall be paid as follows:

PAYMENT SCHEDULE

Description of Service or Item to be Delivered	Percentage (%) of Total Fixed-Price Amount to be Paid	Total Payment Amount

52

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR FIXED-PRICE CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor shall be paid by the National Library of Medicine (NLM) in an amount of $ _____ . The Contractor shall be paid by the National Technical Information Service (NTIS) in an amount of $ _____ NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

53

****(USE BELOW FOR REQUIREMENTS TYPE CONTRACTS.)****

ARTICLE B.12. PRICES

a. The total estimated amount of this contract is $ _____ .
b. Upon delivery and acceptance of the item(s) described in SECTION C of this contract and identified in the schedule of charges below, the Government shall pay to the Contractor the unit price(s) set forth below:

SCHEDULE OF CHARGES FOR THE BASIC AWARD PERIOD

Description of Item	Quantity (Units)	Price	Unit Price	Total

c. The estimated contract amount and quantity of items set forth in paragraphs a. & b. above is not a guarantee that the estimated quantities will be required or ordered.

54

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR FIXED-PRICE CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor shall be paid by the National Library of Medicine (NLM) in an amount of $ _____ . The Contractor shall be paid by the National Technical Information Service (NTIS) in an amount of $ _____ NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

55

****(USE BELOW, FOR FIXED PRICE OPTION CONTRACTS.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- **Subparagraph c:**
  - Select the appropriate Headings for the Option Table; e.g. Identify if the Option is an Item or Service;
  - Identify if there is a specific Quantity or a Minimum & Maximum required. Delete the portion of the Heading that does not apply to your contract.)****

ARTICLE B.13. OPTION PRICES

a. Unless the Government exercises its option pursuant to the option clause referenced in ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES, this contract consists only of the Base Period specified in the Statement of Work as defined in SECTIONS C and F, for the price set forth in ARTICLE B.2. of this contract.

b. Pursuant to [FAR Clause 52.217-6/Option for Increased Quantity/FAR Clause 52.217-7/Option for Increased Quantity-Separately Priced Line Item/FAR Clause 52.217-8/Option to Extend Services/FAR Clause 52.217-9/Option to Extend] set forth in ARTICLE I.3. ADDITIONAL CONTRACT CLAUSES of this contract, the Government may, by unilateral contract modification, require the Contractor to perform the Option Period(s) specified in the Statement of Work as defined in SECTIONS C and F of this contract. If the Government exercises this/these option(s), notice must be given before the expiration date of the contract. Specific information regarding the time frame for this notice is set forth in the OPTION PROVISION Article in SECTION H of this contract. The fixed price of this contract will be increased as set forth in paragraph c., below.

c. Upon the delivery and acceptance of the [Option Item/Option Items/Option Service/Option Services] described in SECTION C of the contract and identified in the schedule of charges below, the Government shall pay the Contractor the unit price(s) set forth below:

Option Period	Description of Option Item(s) -or- Option Service(s)	Quantity (Units) -or- Minimum & Maximum	Unit Price	Total Price of Option -or- Minimum & Maximum

56

**** (USE BELOW, FOR NLM: USE THE FOLLOWING PARAGRAPH FOR FIXED-PRICE CONTRACTS, WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

The Contractor shall be paid by the National Library of Medicine (NLM) in an amount of $ _____ . The Contractor shall be paid by the National Technical Information Service (NTIS) in an amount of $ _____ NLM is not responsible for payment to the Contractor of amounts to be paid by NTIS. Under Interagency Agreement No. _____ , NTIS has agreed to make the payments identified in this contract.

57

****(USE BELOW, AS NECESSARY. **Note:** *For All Advance Understandings Items: Write each authorization carefully to reflect the exact situation. Include any circumstance known at the time of award that requires advance Contracting Officer approval* .)****

ARTICLE B.14. ADVANCE UNDERSTANDINGS

Other provisions of this contract notwithstanding, approval of the following items within the limits set forth is hereby granted without further authorization from the Contracting Officer.

58

****(INCLUDE AND COMPLETE BELOW, AS REQUIRED.)****

a. **Overtime**

Overtime (premium) pay for _____ not to exceed a total of $ _____ annually.

59

****(USE BELOW, TO ESTABLISH A CEILING ON INDIRECT RATES WHEN INDIRECT COSTS ARE COMBINED. **Note:** *List all Overhead Base Items, or a Total Dollar Amount may be substituted for a percentage* .)****

b. **Indirect Costs**

1. In no event shall the final amount reimbursable for indirect costs exceed a ceiling of __ % of _____ .
2. The Government is not obligated to pay any additional amount should the final indirect cost rates exceed these negotiated ceiling rates. In the event that the final indirect cost rates are less than these negotiated ceiling rates, the Government's obligation shall be reduced to conform to the lower rate.

Any costs over and above this cost ceiling shall not be reimbursed under this contract or any other Government contract, grant, or cooperative agreement.

3. The Contractor shall complete all work in accordance with the Statement of Work, terms and conditions of this contract.

60

****(USE BELOW, TO ESTABLISH A CEILING ON INDIRECT RATES WHEN INDIRECT COSTS ARE SEPARATED. **Note:** *List all Overhead Base Items, or a Total Dollar Amount may be substituted for a percentage* .)****

c. **Indirect Costs**

1. In no event shall the final amount reimbursable for Overhead exceed a ceiling of __ % of __ . In no event shall the final amount reimbursable for General and Administrative expense exceed a ceiling of __ % of __ .
2. The Government is not obligated to pay any additional amount should the final indirect cost rates exceed these negotiated ceiling rates. In the event that the final indirect cost rates are less than these negotiated ceiling rates, the Government's obligation shall be reduced to conform to the lower rate.

   Any costs over and above this cost ceiling shall not be reimbursed under this contract or any other Government contract, grant, or cooperative agreement.
3. The Contractor shall complete all work in accordance with the Statement of Work, terms and conditions of this contract.

61

****(USE BELOW FOR A COST-REIMBURSEMENT CONTRACT, WHEN THE CONTRACTOR DOES NOT HAVE A NEGOTIATED INDIRECT COST RATE AT THE TIME OF AWARD.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

1. If you intend to allow the Contractor to bill indirect costs at a temporary billing rate, you will need to include the second paragraph below (or one substantially the same). You may modify the second paragraph to meet your needs, however, In accordance with NIH Policy Manual 7610, this paragraph must include:
   - The temporary billing rate, if different from the funding rate and base;
   - Conditions or requirements (e.g. a specific time frame from date of award for submission of the indirect cost rate proposal, i.e. within three (3) months.);
   - Effective dates for billing rates; and
   - Ramifications for not meeting the requirements (e.g. suspension of indirect costs billed).
2. If, you do not intend to allow the Contractor to bill for indirect costs prior to submission of the indirect cost proposal, delete the second paragraph in its entirety.)****

d. **Establishment of Indirect Cost Rate**

Indirect costs are funded at a rate of __ % of _____ costs; however, the Contractor shall not bill or be reimbursed for indirect costs until such time as an indirect cost proposal has been submitted to the cognizant office responsible for negotiating the indirect cost rates, unless a temporary billing rate(s) has been included herein. Unless otherwise

specified below, the indirect cost rate proposal shall be submitted no later than three (3) months after the date of contract award.

The Contractor may bill indirect costs at a temporary billing rate of __ % of _____ costs; until such time as indirect costs have been established, provided, that the Contractor's indirect cost proposal is submitted to the cognizant office responsible for negotiating indirect costs no later than _____ . If, the indirect cost proposal is not submitted in a timely manner, any temporary indirect costs billed after this due date will be suspended until such time as the indirect cost proposal is submitted.

62

****(USE BELOW IF THE CONTRACTING OFFICER HAS NOT REVIEWED SUBCONTRACT DOCUMENTATION. THE LAST SENTENCE IS OPTIONAL.)****

e. **Subcontract**

To negotiate a _____ type subcontract with _____ for _____ for an amount not to exceed $ _____ for the period _____ . Award of the subcontract shall not proceed without the prior written consent of the Contracting Officer upon review of the supporting documentation required by FAR Clause 52.244-2, Subcontracts. After receiving written consent of the subcontract by the Contracting Officer, a copy of the signed, executed subcontract shall be provided to the Contracting Officer.

63

****(USE BELOW IF THE CONTRACTING OFFICER HAS REVIEWED SUBCONTRACT DOCUMENTATION AND CONSENTS TO SUBCONTRACT AWARD AT THIS TIME.)****

f. **Subcontract**

A _____ type subcontract with _____ for _____ for an amount not to exceed $ _____ for the period _____ .

64

****(USE BELOW AS REQUIRED.)****

g. **Consultants** Consultant fee(s) to be paid to the following individual(s):

Name	Rate Per Day	Number of Days	Total Cost [Including/Excluding] Travel Not to Exceed

65

****(USE BELOW AS REQUIRED.)****

h. **Scientific Meetings**

Travel to general scientific meetings as follows:

	Attendee Name	Date of Meeting	Meeting Costs	Total Cost[Including/Excluding] Travel Not to Exceed
Meeting:				

66

****(USE BELOW WHEN THE CONTRACT WILL AUTHORIZE PRE-CONTRACT COSTS.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **Last Sentence:** Include when specifying costs during the pre-contract period is appropriate. This sentence could include such items as travel, overtime, computer costs, etc. Make sure to delete this sentence in its entirety if it is not appropriate for use.)****

i. **Pre-Contract Costs**

Within the dollar limitation set forth under SECTION B, ARTICLE B.2., the Contractor shall be entitled to reimbursement for costs incurred during the period _____ through _____ in an amount not to exceed $ _____ , which if incurred after this contract had been entered into, would have been reimbursable under the provisions of this contract.

This amount includes $ _____ for _____ in direct performance of the contract.

67

****(USE BELOW AS REQUIRED.)****

j. **Direct Labor - Time Commitment**

The following person(s) shall furnish the amount of time specified below in direct performance of this contract at no cost, direct or indirect, to this contract or any other U.S. Government contract, grant, or cooperative agreement:

Name	Position	No. of Hours	Duration

68

****(USE BELOW FOR COST-SHARING CONTRACTS.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **Subparagraph 1:** Insert the applicable I/C and organization that will be cost-sharing under the contract.
2. **Subparagraph 2:** The CO must identify the Contractor's share as either a $ amount or a percentage of the total estimated cost. Select ONE of the choices set forth within the [brackets], below. Make sure to delete the one that does not apply. Also, the Contracting Officer may, at his/her discretion, include in paragraph (2) below, the specific elements to be cost shared and the respective amounts of these elements.)****

k. **Cost Sharing**

1. This is a cost-sharing contract. Monies shall be provided for the total cost of performance from the National Institutes of Health, _____ and _____ .
2. The Government shall provide monies in an amount not to exceed $ _____ . The Contractor's share is estimated at [$ _____ /OR __ % OF THE TOTAL ESTIMATED COST SET FORTH IN ARTICLE B.2. ESTIMATED COST, PARAGRAPH a.].
3. The Contractor shall maintain records of all contract costs (including costs claimed by the Contractor as being its share) and such records shall be subject to the **Audit and Records-Negotiation** and **Final Decisions on Audit Findings** clauses of the General Clauses.
4. Costs contributed by the Contractor shall not be charged to the Government under any other contract, grant, or cooperative agreement (including allocation to other grants, contracts, or cooperative agreements as part of an independent research and development program). The Contractor shall report the organization's share of the costs expended by category, on the Financial Report of Individual Project/Contract, NIH 2706, as referenced in the CONTRACT FINANCIAL REPORT Article in SECTION G of this contract.

69

****(USE BELOW FOR COST-REIMBURSEMENT CONTRACTS WHICH REQUIRE FINANCIAL REPORTING, WHEN THE CONTRACTING OFFICER DETERMINES THAT THIS REPORTING METHOD IS PREFERRED OVER SUBMISSION OF THE NIH 2706 OR THE REPORTING METHOD SPECIFIED IN NIH(RC)-4.

Note: *This item requires the Contractor to provide a greater level of detail for the Direct Labor category than that required for both the NIH 2706 and the NIH(RC)-4* .)****

l. **Invoices - Cost and Personnel Reporting, and Variances from the Negotiated Budget**

1. The Contractor agrees to provide a detailed breakdown on invoices of the following cost categories:
   a. Direct Labor - List individuals by name, title/position, hourly/annual rate, level of effort, and amount claimed.
   b. Fringe Benefits - Cite rate and amount
   c. Overhead - Cite rate and amount
   d. Materials & Supplies - Include detailed breakdown when total amount is over $1,000.
   e. Travel - Identify travelers, dates, destination, purpose of trip, and amount. Cite COA, if appropriate. List separately, domestic travel, general scientific meeting travel, and foreign travel.

f. Consultant Fees - Identify individuals and amounts.
g. Subcontracts - Attach subcontractor invoice(s).
h. Equipment - Cite authorization and amount.
i. G&A - Cite rate and amount.
j. Total Cost
k. Fixed Fee
l. Total CPFF

Monthly invoices must include the cumulative total expenses to date, adjusted (as applicable) to show any amounts suspended by the Government.

2. The Contractor agrees to immediately notify the Contracting Officer in writing if there is an anticipated overrun (any amount) or unexpended balance (greater than 10 percent) of the amount allotted to the contract, and the reasons for the variance. Also refer to the requirements of the Limitation of Funds and Limitation of Cost Clauses in the contract.

70

****(USE BELOW WHEN THE CONTRACTOR WILL PERFORM ALL OR A PORTION OF THE WORK ON THE GOVERNMENT SITE.)****

m. **Non-Personal Services and Inherently Government Functions**

1. Pursuant to FAR 37.1, no personal services shall be performed under this contract. All work requirements shall flow only from the Contracting Officer's Representative (COR) to the Contractor's Project Manager. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.
2. Pursuant to FAR 7.5, the Contractor shall not perform any inherently Governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.
3. The Contractor shall insure that all of its employees working on this contract are informed of the substance of this article. Nothing in this article shall limit the Government's rights in

any way under the other provisions of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this article shall be included in all subcontracts at any tier.

71

****(USE BELOW WHEN THE CONTRACTOR WILL HAVE ACCESS TO SENSITIVE GOVERNMENT INFORMATION/DATA DURING THE PERFORMANCE OF THE CONTRACT THAT NEEDS TO BE HANDLED CONFIDENTIALLY BY THE CONTRACTOR, BUT, INCLUDING ARTICLE H. CONFIDENTIALITY OF INFORMATION, IS INAPPROPRIATE.)****

n. **Confidential Treatment of Sensitive Information**

The Contractor shall guarantee strict confidentiality of the information/data that it is provided by the Government during the performance of the contract. The Government has determined that the information/data that the Contractor will be provided during the performance of the contract is of a sensitive nature.

Disclosure of the information/data, in whole or in part, by the Contractor can only be made after the Contractor receives prior written approval from the Contracting Officer. Whenever the Contractor is uncertain with regard to the proper handling of information/data under the contract, the Contractor shall obtain a written determination from the Contracting Officer.

72

****(USE BELOW WHEN SPECIAL COPYRIGHT PROVISIONS ARE NECESSARY. **Note:** *There are 3 choices below. Select the one which fits the needs of your specific situation.* **For NIH:** *If your situation requires something different, contact the NIH Office of General Counsel (OGC).* **For NCI:** *It may be helpful to contact the Office of Technology Transfer, (NCI, OTT: X60477) for assistance in tailoring specific language to fit your needs .*

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- **Subparagraph 1 or 2:**
  - **subparagraph 1:** Use, as applicable, for all contractors except Colleges and Universities. Make sure to delete subparagraph 2 **.**
  - **subparagraph 2:** Use, as applicable, for contracts with Colleges and Universities. Make sure to delete subparagraph 1 **.**
- **Subparagraph 3:** Use for copyright permissions that the Government seeks to negotiate under FAR 27.404-4(b). Note: Some examples of a copyright restriction or alternative scope of copyright are: 1) a requirement to assign copyright to the Government, 2) assign copyright to another party, 3) dedicate the copyright to the public domain; 4) require delivery of source code.)****

o. **Special Copyright Provisions**

1. In accordance with FAR Clause 52.227-14, Rights in Data General, the Contractor shall seek written permission from the Contracting Officer before establishing a copyright for any software and associated data generated under this contract. Additionally, the Government shall be provided a paid-up, world-wide, irrevocable, nonexclusive license to all rights under any copyright obtained.

-OR-

2. The Government shall be provided a paid-up, world-wide, irrevocable, nonexclusive license to all rights under any copyright established for any software and associated data generated under this contract.

3. The following paragraph is added as (d)(4) to FAR Clause 52.227-14, Rights in Data General:

   In addition to a paid-up, world-wide, irrevocable, nonexclusive license to all rights under any copyright obtained for any software and associated data generated under this contract, the Government shall require the Contractor to _____ [insert the specific restrictions to the copyright or scope of the copyright here.].

73

****(USE BELOW IF THE CONTRACTING OFFICER/CONTRACT SPECIALIST WANTS ALL CORRESPONDENCE RECEIVED FROM THE CONTRACTOR TO REFERENCE BOTH THE HHS and an I/C CONTROL NUMBER. **NOTE:** *If you are using a form other than the SF-26, modify the items below to identify the location of each required contract number* .

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

1. **Contract Number:** After you have input the HHS contract number (PIID), make sure to delete the instruction sentence within the brackets.
2. **I/C Control Number:** Insert the appropriate I/C in the first text box. Insert the I/C designated contract number in the second text box, i.e. NCI Control No. N44-HD-2011-00025.) Delete this paragraph if it is not applicable.****

p. **Contract Number Designation**

On all correspondence submitted under this contract, the Contractor agrees to clearly identify the two contract numbers that appear on the face page of the contract as follows:

Contract No. _____ [insert the 17 digit number that appears in Block 2 of the SF-26, i.e. HHSN26120041234C.]

__ Control No. _____ .

74

****(USE BELOW IN ALL SBIR CONTRACTS)****

q. **SBIR Funding Agreement Certification**

The SBIR Funding Agreement Certification form, located in SECTION J, must be completed at the time of award prior to the performance of work under this contract, in accordance with the SBIR Policy Directive issued by SBA (October 18, 2012).

For additional information, see NIH Policy Notice NOT-OD-13-116, entitled, "New Program Certifications Required for SBIR and STTR Awards," located at: http://grants.nih.gov/grants/guide/notice-files/NOT-OD-13-116.html .

75

****(USE BELOW FOR ALL SBIR FAST-TRACK AWARDS.)****

r. **SBIR Fast Track Recertification Requirement**

Phase I and Phase II SBIR awards are considered separate funding agreements under the Fast-Track Initiative. Therefore, Phase I Fast-Track awardees must recertify that they meet all of the eligibility criteria for an SBIR or STTR award prior to issuance of the Phase II award.

76

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- **Subparagraph a., First sentence:** When the contract has no fee, remove the language within the brackets.)****

ARTICLE B.15. PROVISIONS APPLICABLE TO DIRECT COSTS

77

a. **Items Unallowable Unless Otherwise Provided**

Notwithstanding the clause[s], ALLOWABLE COST AND PAYMENT, [and FIXED FEE,] incorporated in this contract, unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:

78

****(INCLUDE BELOW IN ALL CONTRACTS THAT INVOLVE LOGISTICAL SUPPORT SERVICES; OR ANY CONTRACT THAT INCLUDES THE CONDUCT OF A CONFERENCE OR MEETING, EVEN IF INCIDENTAL TO THE PERFORMANCE OF THE CONTRACT.)****

1. Conferences and Meetings

79

****(INCLUDE BELOW, IN ALL CONTRACTS THAT INVOLVE LOGISTICAL SUPPORT SERVICES; OR ANY CONTRACT THAT INCLUDES THE CONDUCT OF A CONFERENCE OR MEETING, EVEN IF INCIDENTAL TO THE PERFORMANCE OF THE CONTRACT.)****

2. Food for Meals, Light Refreshments, and Beverages

80

****(USE BELOW ON ALL CONTRACTS WHERE THE POSSIBILITY EXISTS THAT THE CONTRACTOR WILL PROVIDE OR PURCHASE PROMOTIONAL ITEMS.)****

3. Promotional Items *[includes, but is not limited to: clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags that are sometimes provided to visitors, employees, grantees, or conference attendees.]*

81

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

4. Acquisition, by purchase or lease, of any interest in real property;

82

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

5. Special rearrangement or alteration of facilities;

83

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

6. Purchase or lease of **any** item of general purpose office furniture or office equipment regardless of dollar value. (General purpose equipment is defined as any items of personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);

84

****(USE BELOW, IN ALL COST-REIMBURSEMENT CONTRACTS.)****

7. Travel to attend general scientific meetings;

85

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

8. Foreign travel;

86

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

9. Consultant costs;

87

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

10. Subcontracts;

88

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

11. Patient care costs;

89

****(USE BELOW IN ALL COST-REIMBURSEMENT CONTRACTS.)****

12. Accountable Government Property (defined as non-expendable personal property with an acquisition cost of $1,000 or more) and "sensitive items" (defined as items of personal property (supplies and equipment that are highly desirable and easily converted to personal use), regardless of acquisition value.

90

****(USE BELOW WHEN THE ACQUIRING I/C CANNOT BE CLASSIFIED AS AN "INSTITUTE" UNDER NIH MANUAL CHAPTER 6308. FOR MORE INFORMATION ABOUT RESTRICTIONS ON PRINTING, See "NIH Guidance Related to the HHS Policies on Promoting Efficient Spending: Use of Appropriated Funds for Conferences, Conference Grants and Meetings, Food, Promotional Items, and Printing and Publications," dated January 30, 2012 at: http://oamp.od.nih.gov .)****

13. Printing Costs (as defined in the Government Printing and Binding Regulations).

91

****(USE BELOW IF, PRIOR TO AWARD, THE CONTRACTING OFFICER LEARNS THAT THE OFFEROR HAS AN ONGOING RESEARCH AND/OR PATIENT CARE PROGRAM SIMILAR TO THE PROGRAM UNDER NEGOTIATION. **Note:** *The CO should determine the exact nature of the offeror's existing program. If the Government's proposed program is an expansion or extension of the offeror's program, the CO should ascertain the amount of funding the offeror has available for his existing program and include a clause similar to the one below in the contract* .)****

14. Research Funding

"Inasmuch as _____ (Contractor) has a current research and/or patient care program directly relating to _____ (project title) currently ongoing and funded in the amount of $ _____ , the estimated cost of contract no. _____ will be used to supplement the ongoing research and will not supplant it in any manner."

92

****(USE BELOW IN COST-REIMBURSEMENT CONTRACTS, AS REQUIRED.)****

b. **Travel Costs**

93

1. Domestic Travel

Total expenditures for domestic travel (transportation, lodging, subsistence, and incidental expenses) incurred in direct performance of this contract shall

not exceed $ _____ without the prior written approval of the Contracting Officer.

94

****(USE BELOW IN COST-REIMBURSEMENT CONTRACTS, AS REQUIRED.)****

2. Foreign Travel
   Total expenditures for foreign travel (transportation, lodging, subsistence, and incidental expenses) incurred in direct performance of this contract shall not exceed $ _____ without the prior written approval of the Contracting Officer.

95

****(USE BELOW FOR ALL ORGANIZATIONS WHO OPERATE UNDER COMMERCIAL COST PRINCIPLES. **Note:** *This includes those Nonprofit Organizations listed in Title 2 CFR Appendix VIII to Part 200-Nonprofit Organizations Exempted From Subpart E-Cost Principles of Part 200.)****

3. The Contractor shall invoice and be reimbursed for all travel costs in accordance with Federal Acquisition Regulations (FAR) 31.2 - Contracts with Commercial Organizations, Subsection 31.205-46, Travel Costs.

96

****(USE BELOW FOR COST-REIMBURSEMENT CONTRACTS WITH EDUCATIONAL INSTITUTIONS.)****

3. The Contractor shall invoice and be reimbursed for all travel costs in accordance with Title 2 of CFR, Part 220-Cost Principles for Educational Institutions (OMB Circular A-21).

97

****(USE BELOW, FOR COST-REIMBURSEMENT CONTRACTS WITH NON-PROFIT ORGANIZATIONS. **NOTE** : *DO NOT include those Nonprofit Organizations listed in Title 2 CFR Appendix VIII to Part 200-Nonprofit Organizations Exempted From Subpart E-Cost Principles of Part 200* .)****

3. The Contractor shall invoice and be reimbursed for all travel costs in accordance with Title 2 of CFR, Part 230-Cost Principles for Non-Profit Organizations (OMB Circular A-122).

98

****(USE BELOW, FOR COST-REIMBURSEMENT CONTRACTS WITH HOSPITALS.)****

3. The Contractor shall invoice and be reimbursed for all travel costs in accordance with 45 CFR Part 74, Appendix E - "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals."

99

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.)****

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

100

****(USE BELOW, IN ALL SOLICITATIONS AND CONTRACTS.
ADDITIONAL INFORMATION TO COMPLETE THIS ITEM :

- Modify the title below as needed and delete additional text.)****

ARTICLE C.1. [DESCRIPTION-SPECIFICATION-WORKSTATEMENT-STATEMENT OF WORK]

101

****(USE BELOW, WHEN THE WORK STATEMENT WILL BE PLACED IN THIS SECTION OF THE SCHEDULE.)****

a. Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the [Description/Specification/Work Statement/Statement of Work] below:

102

****(USE BELOW, WHEN THE WORK STATEMENT WILL BE ATTACHED TO THE DOCUMENT AND IDENTIFIED IN SECTION J.)****

b. Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the [Description/Specification/Work Statement/Statement of Work] , dated _____ , set forth in SECTION J-List of Attachments, attached hereto and made a part of this contract.

103

****(USE BELOW WHEN THE PRIVACY ACT IS APPLICABLE TO THE REQUIREMENT.)****

c. Privacy Act System of Records Number _____ is applicable to this contract and shall be used in any design, development, or operation work to be performed under the resultant contract. Disposition of records shall be in accordance with SECTION C of the contract, and by direction of the Contracting Officer's Representative (COR).

104

**** (USE BELOW, WHEN INCORPORATING THE CONTRACTOR'S PROPOSAL. NOTE: When describing the document to be incorporated into the contract BE SPECIFIC. Make sure to describe whether the entire proposal or a specific portion of the proposal is to be incorporate d.) ****

d. The following described document is attached hereto and hereby made a part of this contract: (SEE SECTION J-List of Attachments.)

Document Title	Date	Description of Document

If there is any inconsistency between the attached portion of the proposal, identified in this subparagraph, and the work described in subparagraph a. of this ARTICLE, the terms and conditions of subparagraph a. of this ARTICLE shall control.

105

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS REQUIRING THE SUBMISSION OF PROGRESS REPORTS.)****

ARTICLE C.2. REPORTING REQUIREMENTS

106

****(USE BELOW WHEN SUBMISSION OF REPORTS IN ELECTRONIC FORMAT IS REQUIRED.
ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

1. If electronic reports are required under the contract, these reports MUST be submitted Section 508 Compliant regardless of whether or not the contract is for EIT products or services.
2. **First Paragraph:** If you do not want to receive a hardcopy of the report, remove the second sentence.
3. If you would like to receive electronic reports in a particular format, this should be discussed during negotiations and specified in the contract.
4. **Third Paragraph:** If you will not be receiving paper reports/deliverables under the contract, remove this paragraph.)****

All reports required herein shall be submitted in electronic format. In addition, one hardcopy of each report shall be submitted to the Contracting Officer.

All electronic reports submitted shall be compliant with Section 508 of the Rehabilitation Act of 1973. Additional information about testing documents for Section 508 compliance, including guidance and specific checklists, by application, can be found at: http://www.hhs.gov/web/508/index.html under "Making Files Accessible."

All paper/hardcopy documents/reports submitted under this contract shall be printed or copied, double-sided, on at least 30 percent post consumer fiber paper, whenever practicable, in accordance with FAR 4.302(b).

107

****(USE BELOW, FOR COMPLETION TYPE COST-REIMBURSEMENT CONTRACTS AND FIXED PRICE CONTACTS WHICH REQUIRE THE SUBMISSION OF TECHNICAL REPORTS.)****

a. **Technical Reports**

In addition to those reports required by the other terms of this contract, the Contractor shall prepare and submit the following reports in the manner stated below and in accordance with the DELIVERIES Article in SECTION F of this contract:

[Note: Beginning May 25, 2008, the Contractor shall include, in any technical progress report submitted, the applicable PubMed Central (PMC) or NIH Manuscript Submission reference number when citing publications that arise from its NIH funded research.]

108

****(USE BELOW, FOR LEVEL OF EFFORT COST-REIMBURSEMENT TYPE CONTRACTS.)****

a. **Technical Reports**

In addition to those reports required by the other terms of this contract, the Contractor shall prepare and submit the following reports during the period of performance of this contract: *[Note: Beginning May 25, 2008, the Contractor shall include, in any technical progress report submitted, the applicable PubMed Central (PMC) or NIH Manuscript Submission reference number when citing publications that arise from its NIH funded research.]*

109

110

****(USE BELOW, WHEN MONTHLY PROGRESS REPORTS WILL BE REQUIRED.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- Last Paragraph: INCLUDE for Level of Effort contracts.
  DELETE for Completion contracts.)****

1. **Monthly Progress Report**

This report shall include a description of the activities during the reporting period, and the activities planned for the ensuing reporting period. The first reporting period consists of the first full month of performance plus any fractional part of the initial month. Thereafter, the reporting period shall consist of each calendar month.
The first report shall be due _____ . Thereafter, reports shall be due on or before the __ [Calendar/Working] day following each reporting period.

111

****(USE BELOW, WHEN QUARTERLY PROGRESS REPORTS WILL BE REQUIRED.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **Subparagraph a:** Select the appropriate information within the brackets. Delete the information that does not apply.
2. **Subparagraph b:** INCLUDE when Monthly Reports are required.
   DELETE when Monthly Reports are NOT required.
3. **Subparagraph c:** INCLUDE for Level of Effort contracts.
   DELETE for Completion contracts.)****

2. **Quarterly Progress Report**
   a. This report shall include a [summation of the monthly progress reports/a description of the activities during the reporting period] and the activities planned for the ensuing reporting period. The first reporting period consists of the first full three months of performance including any fractional part of the initial month. Thereafter, the reporting period shall consist of three full calendar months.
   b. A monthly report will not be submitted for the final month of the quarter.

c. The first report shall be due _____ . Thereafter, reports shall be due on or before the __ [Calendar/Working] day following each reporting period.

112

****(USE BELOW, WHEN SEMI-ANNUAL PROGRESS REPORTS WILL BE REQUIRED.
ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **Subparagraph a:** Select the appropriate information within the brackets. Delete the information that does not apply.
2. **Subparagraph b:** INCLUDE when Monthly and/or Quarterly Reports are required. Modify the sentence as appropriate to your contract. DELETE when Monthly and/or Quarterly Reports are NOT required.
3. **Subparagraph c:** INCLUDE for Level of Effort contracts. DELETE for Completion contracts.)****

3. **Semi-Annual Progress Report**
   a. This report shall include a [summation of previously submitted monthly and/or quarterly reports/a description of the activities during the reporting period] and the activities planned for the ensuing reporting period. The initial report will be submitted for the first full six months of the contract performance including any fractional part of the initial month. Thereafter, the reporting period shall consist of six full calendar months.
   b. Monthly and/or quarterly reports will not be submitted the month the semi-annual report is due.
   c. The first report shall be due _____ . Thereafter, reports shall be due on or before the __ [Calendar/Working] day following each reporting period.

113

****(USE BELOW, WHEN ANNUAL PROGRESS REPORTS WILL BE REQUIRED.
ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **First Paragraph:** Select the appropriate information within the brackets. Delete the information that does not apply.
2. **Last Paragraph:** INCLUDE for Level of Effort contracts. Select the appropriate information within the brackets. Delete the information that does not apply. DELETE for Completion contracts.)****

4. **Annual Progress Report**

   This report shall include a summation of the results of the entire contract work for the period covered. An annual report will not be required for the period when the Final Report is due. A [Monthly/Quarterly/Semi-Annual] Report shall not be submitted when an Annual Report is due.

   The first report shall cover the period _____ through _____ of this contract and shall be due [on _____ /within 30 days after the Anniversary

Date of the Contract.] Thereafter, reports shall be due on or before the __ [Calendar/Working] day following the reporting period.

114

****(USE OF ITEM BELOW, IS OPTIONAL. ADD IT TO THE ANNUAL REPORT NARRATIVE IF THE CONTRACTING OFFICER'S REPRESENTATIVE (COR) REQUESTS. FILL IN NECESSARY INFORMATION AND DELETE ANY INFORMATION THAT DOES NOT APPLY.)****

The Contractor shall provide the Contracting Officer with __ copies of the Annual Progress Report in **draft** form [in accordance with the DELIVERIES Article in SECTION F of this Contract/ __ [Calendar/Working] days prior to the delivery date for the Final Version of the Annual Report.] The Contracting Officer's Representative (COR) will review the draft report and provide the Contracting Officer with comments within __ [Calendar/Working] days after receipt. The Annual Progress Report shall be corrected by the Contractor, if necessary and the final version delivered as specified in the above paragraph.

115

****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN CONTRACT PERFORMANCE MAY INVOLVE AN AGENT OR TOXIN THAT IS LISTED IN THE UNITED STATES GOVERNMENT POLICY FOR INSTITUTIONAL OVERSIGHT OF LIFE SCIENCES DUAL USE RESEARCH OF CONCERN (DURC).

ADDITIONAL INFORMATION ABOUT THIS ITEM:

- For a list of applicable agents or toxins, refer to Section 6 of the United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern: http://www.phe.gov/s3/dualuse/Documents/durc-policy.pdf.
- The contractor must submit a progress report no less than on an annual basis.)****

5. **Reporting on Dual Use Research of Concern**

a. Progress Report

For work involving an agent or toxin identified in the United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern or "DURC policy" (see http://www.phe.gov/s3/dualuse/Documents/durc-policy.pdf), the

contractor shall report the following information in the Annual/Semi-Annual/Quarterly/Monthly Progress report:

i. Identification of agents or toxins that are listed in the DURC policy and used in research funded in this contract, and;
ii. Proposed modifications, if any, to the risk mitigation plan.

b. Special Notifications

The contractor shall report to the Contracting Officer's Representative, within 30 calendar days of:

i. Any change in the status of the DURC project funded under this contract (including whether the research is determined by the contractor's institutional review entity to no longer meet the definition of DURC);
ii. Details of any changes to risk mitigation plans (such changes need to be pre-approved by the Contracting Officer's Representative), or;
iii. Instances of noncompliance with the DURC policy, as well as mitigation measures undertaken by the contractor to prevent recurrences of similar noncompliance.

116

****(USE BELOW, IN ALL SOLICITATIONS AND CONTRACTS FOR CLINICAL RESEARCH INVOLVING HUMAN SUBJECTS.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **First Paragraph:** For studies funded with **ARRA Funds** , add the following (or similar) language as the second sentence:
   - **"A separate " Cumulative Inclusion Enrollment Report" shall be completed for each clinical research protocol funded with ARRA funds."**
2. **Second paragraph:** Select the sentence appropriate for the type of contract within the brackets below. If appropriate, insert required information. Make sure to delete the sentence that does not apply.)****

6. **Annual Technical Progress Report for Clinical Research Study Populations**

The Contractor shall submit information about the inclusion of women and members of minority groups and their subpopulations (when appropriate) for each study being performed under this contract. The Contractor shall submit this information in the format indicated in the attachment entitled, "Cumulative Inclusion Enrollment Report," which is set forth in SECTION J of this contract. The Contractor also shall use this format, modified to indicate that it is a final report, for reporting purposes in the final report. If the clinical study(s) involves US and non-US sites, the US sites and non-US sites should be reported on separate Cumulative Inclusion

Enrollment Reports.

[**For a completion contract add** : The Contractor shall submit the report in accordance with the DELIVERIES Article in SECTION F of this contract. **OR For a Level of Effort Contract add** : The first report shall be due _____ . Thereafter, the report shall be due on or before the _____ day following each reporting period. The final report shall be due on _____].

In addition, the NIH Policy and Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research, Amended, October, 2001 applies. If this contract is for Phase III clinical trials, see II.B of these guidelines. The Guidelines may be found at the following website: http://grants.nih.gov/grants/funding/women_min/women_min.htm .

For NIH-defined Phase III Clinical Trials: Include a description of the plans for valid analysis in the study design and outcomes. This includes designing the study in a manner that potential differences, as appropriate, by sex/gender and/or racial/ethnic groups in the clinical trial protocol could be conducted. Also, provide a description of any analyses by sex/gender, race, and/or ethnicity, as appropriate, in the annual progress report and the final report. If the analysis reveals no subset differences, a brief statement to that effect, indicating the subsets analyzed, will suffice. The Government strongly encourages inclusion of the results of subset analysis in all publication submissions. In the final report, the Contractor shall include all final analyses of the data on sex/gender, race and/or ethnicity.

117

****(USE BELOW, FOR COMPLETION COST-REIMBURSEMENT OR FIXED-PRICE CONTRACTS THAT REQUIRE THE SUBMISSION OF A FINAL REPORT.)****

7. **Final Report**

This report is to include a summation of the work performed and results obtained for the entire contract period of performance. This report shall be in sufficient detail to describe comprehensively the results achieved. The Final Report shall be submitted in accordance with the DELIVERIES Article in SECTION F of this contract. A/An [Annual/Semi-Annual/Quarterly/Monthly] report will not be required for the period when the Final Report is due.

118

****(USE BELOW, FOR COST-REIMBURSEMENT, LEVEL OF EFFORT CONTRACTS.)****

8. **Final Report**

This report shall consist of the work performed and results obtained for the entire contract period of performance as stated in SECTION F of this contract. This report shall be in

sufficient detail to describe comprehensively the results achieved. The Final Report shall be submitted on or before the last day of the contract performance period. A/An [Annual/Semi-Annual/Quartely/Monthly] report shall not be required for the period when the Final Report is due.

119

****(USE OF BELOW IS OPTIONAL. ADD IT TO THE FINAL REPORT NARRATIVE IF THE CONTRACTING OFFICER'S REPRESENTATIVE (COR) REQUESTS. FILL IN NECESSARY INFORMATION AND DELETE ANY INFORMATION THAT DOES NOT APPLY.)****

The Contractor shall provide the Contracting Officer with __ copies of the Final Report in **draft** form (in accordance with the DELIVERIES Article in SECTION F of this contract/ __ [Calendar/Working] days prior to the expiration date of this contract.) The Contracting Officer's Representative (COR) will review the draft report and provide the Contracting Officer with comments within __ [Calendar/Working] days after receipt. The Final Report shall be corrected by the Contractor, if necessary and the final version delivered as specified in the above paragraph.

120

****(USE BELOW FOR R&D CONTRACTS ONLY.)****

9. **Summary of Salient Results**

The Contractor shall submit, with the Final Report, a summary (not to exceed 200 words) of salient results achieved during the performance of the contract.

121

**** (USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN CONTRACT PERFORMANCE WILL INVOLVE POSSESSION, USE OR TRANSFER OF *SELECT AGENTS OR TOXINS* AND/OR *HIGHLY PATHOGENIC AGENTS* .

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- Select the **least** frequent applicable report from the drop-down box(es).

Note: This item is generally used for NIAID contracts. However if you have a contract that involves Select Agents or Toxins, you may wish to use this or something similar to meet your needs.) ****

10. **Reporting on Select Agents or Toxins and/or Highly Pathogenic Agents**

For work involving the possession, use, or transfer of a *Select Agent or Toxin* and/or a *Highly Pathogenic Agent* , the following information shall also be included in each [Annual/Semi-Annual/Quarterly/Monthly] Progress Report:

1. Any changes in the use of the Select Agent or Toxin including initiation of "restricted experiments," and/or a Highly Pathogenic Agent, that have resulted in a change in the required biocontainment level, and any resultant change in location, if applicable, as determined by the IBC or equivalent body or institutional biosafety official.

2. If work with a new or additional *Select Agent or Toxin* and/or a Highly Pathogenic Agent will be conducted in the upcoming reporting period, provide:
    a. A list of each new or additional Select Agent or Toxin and/or a Highly Pathogenic Agent that will be studied;
    b. A brief description of the work that will be done with each new or additional Select Agent or Toxin and/or a Highly Pathogenic Agent and whether or not the work is a Select Agent or Toxin restricted experiment as defined in the Select Agents Regulation 42 CFR Part 73, Section 13.b (http://www.selectagents.gov/Regulations.html) or listed on the U.S. National Select Agents Registry restricted experiments website (http://www.selectagents.gov/index.html);
    c. The name and location for each biocontainment resource/facility, including the name of the organization that operates the facility, and the biocontainment level at which the work will be conducted, with documentation of approval by your IBC or equivalent body or institutional biosafety official. It must be noted if the work is being done in a new location or different location.
    d. For work with Select Agents performed in the U.S. provide documentation of registration status of all domestic organizations where Select Agent(s) will be used. For work with Select Agents performed in a non-U.S. country prior NIAID approval is required.

If the IBC or equivalent body or institutional biosafety official has determined, for example, by conducting a risk assessment, that the work that has been performed or is planned to be performed under this contract may be conducted at a biocontainment safety level that is lower than BSL3, a statement to that affect shall be included in each [Annual/Semi-Annual/Quarterly/Monthly] Progress Report.

If no work involving a Select Agent or Toxin and/or a Highly Pathogenic Agent has been performed or is planned to be performed under this contract, a statement to that affect shall be included in each [Annual/Semi-Annual/Quarterly/Monthly] Progress Report.

122

****(USE BELOW IN NHLBI CONTRACTS WHEN CONTRACTORS ARE REQUIRED TO INCLUDE A LEGEND ON TECHNICAL PROGRESS REPORTS THAT CONTAIN INTERIM STUDY DATA AND A CLAUSE WHICH STATES THE NHLBI'S INTENT FOR THE USE OF INTERIM STUDY DATA.)****

b. **Technical Progress Reports Containing Interim Study Data**

1. **Legend for Technical Progress Reports Containing Interim Study Data**

It is recommended that the Contractor incorporate the following legend on the cover of technical progress reports and reports containing study data that are prepared for use by all working committees in their monitoring of the trial. Working committees include but are not limited to the Data and Safety Monitoring Board (DSMB), Steering Committee and Executive Committee.

"The data, if any, contained in this report/deliverable are preliminary and may contain unvalidated findings. These data are not intended for public use. Public use of these data could create erroneous conclusions which, if acted upon, could threaten public health or safety."

2. **Use of Interim Study Data**

Interim data used in technical progress reports and other reports developed for the purpose of study monitoring are not intended for public use. Premature release of such data could result in interpretations that prove to be unreliable or invalid once the study is completed and the full context for the data is known. Unreliable or invalid interpretations can threaten public health and safety by leading the public and medical practitioners to pursue inappropriate measures. In addition, an interpretation of the interim data that is contrary to study protocol could cause participants to drop out of treatment groups. This could prevent completion of the study. A secondary consequence, not in terms of public health and safety, but one that is important in its own right, is that premature release of the data can lead to financial loss to the Government, since any funds spent on a trial that does not answer the questions posed by the study would be devalued.

In consideration of the above, interim data shall be used only for internal study monitoring purposes with the exception of publications and presentations approved in accordance with the programmatic protocol and study procedures.

123

****(USE BELOW, WHEN ADDITIONAL REPORTING REQUIREMENTS ARE TO BE INCLUDED IN THE CONTRACT.)****

c. **Other Reports/Deliverables**

124

****(USE BELOW, IN ALL SOLICITATIONS AND CONTRACTS FOR R&D EXCEPT PHASE I SBIR/STTR AND CONTRACTS WITH FEDERAL AGENCIES.)

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- **First paragraph:** Select the applicable submission format from the drop-down box in the first sentence.)****

1. **Reporting of Financial Conflict of Interest (FCOI)**

All reports and documentation required by 45 CFR Part 94, Responsible Prospective Contractors including, but not limited to, the New FCOI Report, Annual FCOI Report, Revised FCOI Report, and the Mitigation Report, shall be submitted to the Contracting Officer in [Electronic/Hard Copy] format. Thereafter, reports shall be due in accordance with the regulatory compliance requirements in 45 CFR Part 94.

45 CFR Part 94 is available at: http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=0af84ca649a74846f102aaf664da1623&rgn=div5&view=text&node=45:1.0.1.1.51&idno=45 . See Part 94.5, Management and reporting of financial conflicts of interest for complete information on reporting requirements.

(Reference subparagraph g. of the INSTITUTIONAL RESPONSIBILITY REGARDING INVESTIGATOR FINANCIAL CONFLICTS OF INTEREST Article in SECTION H of this contract.)

125

****(USE BELOW IN SOLICITATIONS AND CONTRACTS INVOLVING THE USE OF USDA DESIGNATED BIOBASED PRODUCTS.)****

2. **Report of USDA-Designated Biobased Products**

In accordance with FAR clause 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts, the contractor shall report to http://www.sam.gov , with a copy to the Contracting Officer any USDA-designated biobased products purchased during the period of October 1-September 30 of each contract year. This report shall be submitted no later than October 31 of each year during contract performance and **on the expiration date of the contract** .

126

****(USE BELOW WHEN SOFTWARE WILL BE DEVELOPED, MODIFIED, AND/OR ENHANCED UNDER THE CONTRACT.)****

3. **Source Code and Object Code**

Unless otherwise specified herein, the Contractor shall deliver to the Government, upon the expiration date of the contract, all source code and object code developed, modified, and/or enhanced under this contract.

127

****(INCLUDE BELOW IN SOLICITATIONS WHEN IT HAS BEEN DETERMINED THAT:
• CONTRACTOR PERSONNEL MAY REQUIRE ACCESS TO HHS-CONTROLLED FACILITIES AND/OR INFORMATION SYSTEMS, INCLUDING SENSITIVE DATA/INFORMATION, IN ORDER TO PERFORM THE CONTRACT/ORDER SOW/PWS, AND/OR ;
• THE HOMELAND SECURITY PRESIDENTIAL DIRECTIVE'S (HSPD-12) MORE STRINGENT ACCESS PROCEDURES ARE EXPECTED TO APPLY, BECAUSE ACCESS WILL BE ROUTINE AND OF LONG-TERM DURATION, OR IS ROUTINE AND OF SHORT-TERM DURATION, BUT GREATER ACCESS CONTROLS ARE DEEMED NECESSARY.
ADDITIONAL INFORMATION ABOUT THIS ITEM:
1. For more information, see HHS OCIO Program Policies at:
http://www.hhs.gov/ocio/policy/index.html .
2. The Contract Specialist, Project Officer, I/C Information Systems Security Officer (ISSO), and/or Privacy Officer can assist the acquisition staff in tailoring the language in the below Article. If additional guidance is needed, contact the individual responsible for Contracts (Security Language) - located in the NIH Office of the Chief Information Officer (OCIO) - currently Thomas Mitchell, as 301-594-2750; nihisaopolicy@mail.nih.gov).

HHS SECURITY AND PRIVACY LANGUAGE FOR INFORMATION AND IT PROCUREMENTS

128

****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT INVOLVE CONTRACTOR ACCESS TO FEDERAL INFORMATION OR FEDERAL INFORMATION SYSTEMS.)****

INFORMATION AND/OR PHYSICAL SECURITY

A. **Security Assessment and Authorization (SA&A)-** A valid authority to operate (ATO) certifies that the Contractor's information system meets the contract's requirements to protect the agency data. If the system under this contract does not have a valid ATO, the Contractor (and/or any subcontractor) shall work with the agency and supply the deliverables required to complete the ATO within the specified timeline(s) within three (3) months after contract award. The Contractor shall conduct the SA&A requirements in accordance with HHS IS2P, NIST SP 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach (latest revision).
For an existing ATO, Contracting Officer Representative must make a determination if the existing ATO provides appropriate safeguards or if an additional ATO is required for the performance of the contract and state as such.

NIH acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the system security and privacy controls are implemented and operating effectively.

B. **SA&A Package Deliverables -** The Contractor (and/or any subcontractor) shall provide an SA&A package within 30 days of contract award to the CO and/or COR. The following SA&A deliverables are required to complete the SA&A package.

- **System Security Plan (SSP) -** due within 30 days after contract award. The SSP shall comply with the NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, the Federal Information Processing Standard (FIPS) 200, Recommended Security Controls for Federal Information Systems, and NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline requirements, and other applicable NIST guidance as well as HHS and NIH policies and other guidance. The SSP shall be consistent with and detail the approach to IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The SSP shall provide an overview of the system environment and security requirements to protect the information system as well as describe all applicable security controls in place or planned for meeting those requirements. It should provide a structured process for planning adequate, cost-effective security protection for a system. The Contractor shall update the SSP at least annually thereafter.

- **Security Assessment Plan/Report (SAP/SAR) -** due 30 days after the contract award. The security assessment shall be conducted by the assessor and be consistent with NIST SP 800-53A, NIST SP 800-30, and HHS and NIH policies. The assessor will document the assessment results in the SAR.

The NIH should determine which security control baseline applies and then make a determination on the appropriateness/necessity of obtaining an independent assessment. Assessments of controls can be performed by contractor, government, or third parties, with third party verification considered the strongest. If independent assessment is required, include statement below.
Thereafter, the Contractor, in coordination with the NIH shall conduct/assist in the assessment of the security controls and update the SAR at least annually.

- **Independent Assessment -** due 90 days after the contract award. The Contractor (and/or subcontractor) shall have an independent third-party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the Security Authorization package, and report on technical, operational, and management level deficiencies as outlined in NIST SP 800-53. The Contractor shall address all "high" deficiencies before submitting the package to the Government for acceptance. All remaining deficiencies must be documented in a system Plan of Actions and Milestones (POA&M).

- **POA&M -** due 30 days after contract award. The POA&M shall be documented consistent with the HHS Standard for Plan of Action and Milestones and NIH policies. All high-risk weaknesses must be mitigated within 30 days and all medium weaknesses must be mitigated within 60 days from the date the weaknesses are formally identified and documented. The NIH will determine the risk rating of vulnerabilities. Identified risks stemming from deficiencies related to the security control baseline implementation, assessment, continuous monitoring, vulnerability scanning, and other security reviews and sources, as documented in the SAR, shall be documented and tracked by the Contractor for mitigation in the POA&M document. Depending on the severity of the risks, NIH may

require designated POAM weaknesses to be remediated before an ATO is issued. Thereafter, the POA&M shall be updated at least quarterly.

C. **Contingency Plan and Contingency Plan Test -** due 60 days after contract award. The Contingency Plan must be developed in accordance with NIST SP 800-34, Contingency Planning Guide for Federal Information Systems, and be consistent with HHS and NIH policies. Upon acceptance by the System Owner, the Contractor, in coordination with the System Owner, shall test the Contingency Plan and prepare a Contingency Plan Test Report that includes the test results, lessons learned and any action items that need to be addressed. Thereafter, the Contractor shall update and test the Contingency Plan at least annually.

- **E-Authentication Questionnaire -** The contractor (and/or any subcontractor) shall collaborate with government personnel to ensure that an E-Authentication Threshold Analysis (E-auth TA) is completed to determine if a full E-Authentication Risk Assessment (E-auth RA) is necessary. System documentation developed for a system using E-auth TA/E-auth RA methods shall follow OMB 04-04 and NIST SP 800-63, Rev. 2, Electronic Authentication Guidelines.
  Based on the level of assurance determined by the E-Auth, the Contractor (and/or subcontractor) must ensure appropriate authentication to the system, including remote authentication, is in-place in accordance with the assurance level determined by the E-Auth (when required) in accordance with HHS policies.

D. **POSITION SENSITIVITY DESIGNATIONS**

All Contractor (and/or any subcontractor) employees must obtain a background investigation commensurate with their position sensitivity designation that complies with Parts 1400 and 731 of Title 5, Code of Federal Regulations (CFR). The following position sensitivity designation levels apply to this solicitation/contract:

[ ] Level 6: Public Trust - High Risk. Contractor/subcontractor employees assigned to Level 6 positions shall undergo a Suitability Determination and Background Investigation (MBI).

[ ] Level 5: Public Trust - Moderate Risk. Contractor/subcontractor employees assigned to Level 5 positions with no previous investigation and approval shall undergo a Suitability Determination and a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

[ ] Level 1: Non-Sensitive. Contractor/subcontractor employees assigned to Level 1 positions shall undergo a Suitability Determination and National Check and Inquiry Investigation (NACI).

1. **HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD)-12**

Roster-

a. The Contractor (and/or any subcontractor) shall submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the COR and/or CO within fourteen (14) calendar days after the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within seven (7) calendar days of the change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at:

https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx .

b. If the Contractor is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level. Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.
c. Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.
d. The Contractor shall notify the Contracting Officer in advance when any new personnel, who are subject to a background check/investigation, will work under the contract and if they have previously been the subject of national agency checks or background investigations.
e. All contractor and subcontractor employees shall comply with the conditions established for their designated position sensitivity level prior to performing any work under this contract. Contractors may begin work after the fingerprint check has been completed.
f. Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the FAR clause, Excusable Delays - see FAR 52.249-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.
g. Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more that the cost of the additional investigation(s).
h. The Contractor shall include language similar to this "HHS Controlled Facilities and Information Systems Security" language in all subcontracts that require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3) access to sensitive HHS data/information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).
i. The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer or designee.
j. Within 7 calendar days after the Government's final acceptance of the work under this contract, or upon termination of the contract, the Contractor shall return all identification badges to the Contracting Officer or designee.

E. CONTRACT INITIATION AND EXPIRATION

1. **General Security Requirements-** The Contractor (and/or any subcontractor) shall comply with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor shall follow the HHS EPLC framework and methodology or and in accordance with the HHS Contract Closeout Guide (2012).
   HHS EA requirements may be located here:
   https://www.hhs.gov/ocio/ea/documents/proplans.html

2. **System Documentation-** Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, Security Considerations in the System Development Life Cycle, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.
3. **Sanitization of Government Files and Information-** As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation in accordance with the NIH Media Sanitization and Disposal Policy to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, Guidelines for Media Sanitization.
4. **Notification-** The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO within fifteen days before an employee stops working under this contract.
5. **Contractor Responsibilities Upon Physical Completion of the Contract-** The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or NIH policies.
6. The Contractor (and/or any subcontractor) shall perform and document the actions identified in the NIH Contractor Employee Separation Checklist https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf when an employee terminates work under this contract within 2 days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

F. **Contractor Non-Disclosure Agreement (NDA)-** Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract shall complete the NIH non-disclosure agreement https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf , as applicable. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.

G. **Vulnerability Scanning Reports**
The Contractor shall report the results of the required monthly special vulnerability scans no later than 10 days following the end of each reporting period. If required monthly, this report may be included as part of the Technical Progress Report. Otherwise, this report shall be submitted under a separate cover on monthly basis.

H. **Government Access for Security Assessment.** In addition to the Inspection Clause in the contract, the Contractor (and/or any subcontractor) shall afford the Government access to the Contractor's facilities, installations, operations, documentation, information systems, and personnel used in performance of this contract to the extent required to carry out a program of security assessment (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of federal data or to the protection of information systems operated on behalf of HHS, including but are not limited to:

a. At any tier handling or accessing information, consent to and allow the Government, or an independent third party working at the Government's direction, without notice at any time during a weekday during regular business hours contractor local time, to access contractor and

subcontractor installations, facilities, infrastructure, data centers, equipment (including but not limited to all servers, computing devices, and portable media), operations, documentation (whether in electronic, paper, or other forms), databases, and personnel which are used in performance of the contract.
The Government includes but is not limited to the U.S. Department of Justice, U.S. Government Accountability Office, and the HHS Office of the Inspector General (OIG). The purpose of the access is to facilitate performance inspections and reviews, security and compliance audits, and law enforcement investigations. For security audits, the audit may include but not be limited to such items as buffer overflows, open ports, unnecessary services, lack of user input filtering, cross site scripting vulnerabilities, SQL injection vulnerabilities, and any other known vulnerabilities.

b. At any tier handling or accessing protected information, fully cooperate with all audits, inspections, investigations, forensic analysis, or other reviews or requirements needed to carry out requirements presented in applicable law or policy. Beyond providing access, full cooperation also includes, but is not limited to, disclosure to investigators of information sufficient to identify the nature and extent of any criminal or fraudulent activity and the individuals responsible for that activity. It includes timely and complete production of requested data, metadata, information, and records relevant to any inspection, audit, investigation, or review, and making employees of the contractor available for interview by inspectors, auditors, and investigators upon request. Full cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture.

c. Segregate Government protected information and metadata on the handling of Government protected information from other information. Commingling of information is prohibited. Inspectors, auditors, and investigators will not be precluded from having access to the sought information if sought information is commingled with other information.
d. Cooperate with inspections, audits, investigations, and reviews.

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****(USE BELOW IN MULTIPLE YEAR SOLICITATIONS AND CONTRACTS OVER THE SIMPLIFIED ACQUISITION THRESHOLD WHICH CONTAIN THE ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY ARTICLE IN SECTION H OF THE CONTRACT.)****

4. **Section 508 Annual Report**

The contractor shall submit an annual Section 508 report in accordance with the schedule set forth by the Contracting Officer (CO)/Contracting Officer's Representative (COR). The Section 508 Report Template and Instructions for completing the report are available at: http://www.hhs.gov/web/508/contracting/technology/vendors.html under "Vendor Information and Documents."

130

****(USE BELOW WHEN THE SOLICITATION INCLUDES LANGUAGE FOR MULTIPLE PRINCIPAL INVESTIGATORS.)****

5. **Multiple Principal Investigators Leadership Plan**

The Contractor shall submit a revised/updated Leadership Plan in the event of a change in any of the Principal Investigators named in the Key Personnel Article in SECTION G of this contract. The revised plan is subject to review and approval by the Contracting Officer.

131

****(NHLBI: USE BELOW FOR CONTRACTS THAT INCLUDE THE NHLBI Data Repository of Epidemiology and Clinical Trials CLAUSE IN SECTION H.)****

6. **NHLBI Data Repository of Epidemiology and Clinical Trials**

The Contractor shall provide data sets for the study with full documentation. The data set and documentation shall be prepared in accordance with the NHLBI's Data Set policy at https://biolincc.nhlbi.nih.gov/home/ .

132

****(USE BELOW IN ALL SBIR CONTRACTS)****

7. **NIH Small Business Innovation Research (SBIR) Program Life Cycle Certification**

In accordance with the SBIR/STTR Reauthorization Act of 2011, the contractor shall complete and submit the NIH Small Business Innovation Research (SBIR) Life Cycle Certification form, located in SECTION J, of the contract to the Contracting Officer. This certification is required to ensure the contractor is meeting the program's requirements during the life cycle of the contract.

The Life Cycle Certification form shall be submitted as follows:

- Phase I SBIR Contractors shall submit the Certification at the time of receiving final payment or disbursement.
- Phase II SBIR Contractors shall submit the Certification prior to receiving more than 50% of the total contract amount **AND** prior to final payment or disbursement.

The Contracting Officer, may, at any time after ward request further clarifications and supporting documentation in order to assist in the verification of any information provided by the contractor.

For additional information, see NIH Policy Notice NOT-OD-13-116, entitled, "New Program Certifications Required for SBIR and STTR Awards, " located at: http://grants.nih.gov/grants/guide/notice-files/NOT-OD-13-116.html.

133

****(USE BELOW, FOR ALL COST-REIMBURSEMENT, LEVEL OF EFFORT CONTRACTS. MAKE SURE TO INCLUDE COMPLETE ADDRESSES FOR THE COR & CO IN THE SPACE PROVIDED IN THE TABLE BELOW. **Note:** *Consider using titles only in lieu of proper names* .)****

d. Reports shall be sent to the following addresses as specified:

Deliver to:	No. of Copies
Contracting Officer's Representative (COR):	One (1) Electronic Copy
Contracting Officer:	One (1) Original Hardcopy One (1) Electronic Copy

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****(FOR NCI ONLY: THE FOLLOWING ADDITIONAL REPORT SUBMISSION IS REQUIRED IN ALL LEVEL OF EFFORT CLINICAL RESEARCH PROJECTS INVOLVING HUMAN SUBJECTS.)****

In addition to the above, one electronic copy of the following reports shall be sent to: Gail Blaufarb, Team Leader, Technical Operations, Research Analysis and Evaluation Branch, Division of Extramural Activities, NCI, 6116 Executive Blvd., Room 8023, MS 8326, Bethesda, MD 20892 (for regular mail) or Rockville, MD 20852 (for hand carry), e-mail: blaufarg@mail.nih.gov

Annual & Final Inclusion Enrollment Reports

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****(USE BELOW IN NIAID SOLICITATIONS AND CONTRACTS REQUIRING THE SUBMISSION OF ELECTRONIC CONTRACT DELIVERABLES SUBMITTED VIA eRDS)****

REPORTING REQUIREMENTS FOR USE WITH THE ELECTRONIC REPORT DELIVERABLE SUBMISSION (eRDS) SITE

All reports required herein shall be submitted in electronic format. All electronic contract deliverables shall be submitted via the NIAID electronic Report Deliverable Submission (eRDS) Site, available at the following website: https://erds.niaid.nih.gov/. All electronic reports submitted shall be compliant with Section 508 of the Rehabilitation Act of 1973. Additional information about testing documents for Section 508 compliance, including guidance and specific checklists, by application, can be found at http://www.hhs.gov/web/508/index.html under "Making Files Accessible."

136

****(USE BELOW, IN ALL SOLICITATIONS AND CONTRACTS WHICH CONTAIN EITHER OF THE FOLLOWING PATENT RIGHTS CLAUSES: 52.227-11, Patent Rights-Ownership by the Contractor; or 52.227-13, Patent Rights-Ownership by the Government. **Note:** *52.227-11 is included in the general clause listings for R&D contracts. See FAR 27.303(e) for applicability information relating to 52.227-13.*

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **First paragraph:** Select the applicable clause from the drop-down box in the first sentence.
2. **Second paragraph:**
   - Select the sentence appropriate for the type of contract within the brackets below. If appropriate, insert required information. Make sure to delete the sentence that does not apply.
   - Include complete address.)****

ARTICLE C.3. INVENTION REPORTING REQUIREMENT

All reports and documentation required by [FAR Clause 52.227-11, Patent Rights-Ownership by the Contractor/FAR Clause 52.227-13, Patent Rights-Ownership by the Government] including, but not limited to, the invention disclosure report, the confirmatory license, and the Government support certification, shall be directed to the Division of Extramural Inventions and Technology Resources

(DEITR), OPERA, OER, NIH, 6705 Rockledge Drive, Suite 310, MSC 7980, Bethesda, Maryland 20892-7980 (Telephone: 301-435-1986). In addition, one copy of an annual utilization report, and a copy of the final invention statement, shall be submitted to the Contracting Officer. The final invention statement (see FAR 27.303(b)(2)(ii)) shall be submitted to the Contracting Officer on the expiration date of the contract.

[**For a completion or fixed-price contract add** : The annual utilization report shall be submitted in accordance with the DELIVERIES Article in SECTION F of this contract/ **For a level of effort contract add** : The first annual utilization report shall be due on or before _____ . Thereafter, reports shall be due on or before the __ [Calendar/Working] day following the reporting period.] The final invention statement (see FAR 27.303(b)(2)(ii)) shall be submitted on the expiration date of the contract. All reports shall be sent to the following address:

Contracting Officer
National Institutes of Health
_____
Office of Acquisition
_____
_____ , Room __
Bethesda, Maryland 20892 - __

If no invention is disclosed or no activity has occurred on a previously disclosed invention during the applicable reporting period, a negative report shall be submitted to the Contracting Officer at the address listed above.

To assist contractors in complying with invention reporting requirements of the clause, the NIH has developed "Interagency Edison," an electronic invention reporting system. Use of Interagency Edison is required as it streamlines the reporting process and greatly reduces paperwork. Access to the system is through a secure interactive Web site to ensure that all information submitted is protected. Interagency Edison and information relating to the capabilities of the system can be obtained from the Web (http://www.iedison.gov), or by contacting the Extramural Inventions and Technology Resources Branch, OPERA, NIH.

137

****(USE, BELOW IN ALL SOLICITATIONS AND CONTRACTS.)****

SECTION D - PACKAGING, MARKING AND SHIPPING

138

****(USE BELOW WHEN NO SPECIFIC PACKAGING, MARKING AND SHIPPING INSTRUCTIONS ARE REQUIRED.)****

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. At a minimum, all deliverables shall be marked with the contract number and Contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

139

****(USE ALL THREE ITEMS BELOW FOR SOLICITATIONS AND CONTRACTS THAT WILL REQUIRE SPECIAL PACKAGING, MARKING AND SHIPPING SPECIFICATIONS.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

Tailor each Article of this section according to the specifications given by the Program Official in the event certain deliverables must be especially packaged and marked. Examples of deliverables which would be included in this category could be, but are not limited to, the following:

- Tissues, cells, etc., packaged in dry ice;
- Animals in specific containers;
- Blood samples in specific containers; and,
- Drugs in specific containers.)****

ARTICLE D.1. PACKAGING

_____

140

ARTICLE D.2. MARKING

_____

141

ARTICLE D.3. SHIPPING

_____

142

****(USE BELOW, IN ALL SOLICITATIONS AND CONTRACTS.)****

SECTION E - INSPECTION AND ACCEPTANCE

143

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **FOR RFP:**
   - Subparagraph b: Leave blank.
   - Subparagraph c: Provide a General Address, i.e. Name of Institute, City, State.
2. **FOR CONTRACT:**
   - Subparagraph b: Identify the individual (name & title) authorized to inspect deliverables/services; e.g. Contracting Officer's Representative (COR).
   - Subparagraph c: Provide as complete an address as possible.)****

a. The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

b. For the purpose of this SECTION, _____ is the authorized representative of the Contracting Officer.

c. Inspection and acceptance will be performed at:

_____
_____
_____
_____
_____
_____
_____
_____

144

****(PROVIDING THE TERMS FOR ACCEPTANCE IS MANDATORY. USE BELOW WHEN A SPECIFIC INDIVIDUAL WILL SPECIFY ACCEPTANCE IN WRITING. WHEN ACCEPTANCE WILL BE ACCOMPLISHED BY A SIGNED RECEIVING REPORT, DO NOT USE THIS ITEM. **Note:** *The number of days may be changed depending on the situation* .
IF THIS PARAGRAPH IS NOT APPROPRIATE, OR DOES NOT REFLECT THE NEEDS OF THE REQUIREMENT, MAKE SURE TO MODIFY THE LANGUAGE BELOW TO SPECIFY THE TERMS FOR ACCEPTANCE AND HOW ACCEPTANCE WILL BE CONVEYED.)****

Acceptance may be presumed unless otherwise indicated in writing by the Contracting Officer or the duly authorized representative within 30 days of receipt.

145

****(PROVIDING THE TERMS FOR ACCEPTANCE IS MANDATORY. USE BELOW WHEN A ACCEPTANCE WILL BE ACCOMPLISHED BY A SIGNED RECEIVING REPORT. WHEN A SPECIFIC INDIVIDUAL WILL SPECIFY ACCEPTANCE IN WRITING, DO NOT USE THIS ITEM. **Note:** *You must include the number of days for the inspection period* .
IF THIS PARAGRAPH IS NOT APPROPRIATE, OR DOES NOT REFLECT THE NEEDS OF THE REQUIREMENT, MAKE SURE TO MODIFY THE LANGUAGE BELOW TO SPECIFY THE TERMS FOR ACCEPTANCE AND HOW ACCEPTANCE WILL BE CONVEYED.)****

The Government reserves the right to an Inspection period of __ calendar days, unless a different time period is stated when (the Record of Call/elsewhere in the contract). The receiving report, completed and signed by the appropriate official, constitutes acceptance and shall be acknowledged to the payment office (OFM).

146

****(USE BELOW, IN ALL SOLICITATIONS AND CONTRACTS.)****

d. This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

147

****(USE BELOW FOR SOLICITATIONS AND CONTRACTS FOR SUPPLIES OR SERVICES THAT ARE EXPECTED TO BE AT OR BELOW THE SIMPLIFIED ACQUISITION THRESHOLD UNLESS THE CONTRACTING OFFICER HAS DETERMINED THAT THE GOVERNMENT HAS A NEED TO TEST THE SUPPLIES OR SERVICES. See FAR 46.202-2.)****

FAR Clause **52.246-1, Contractor Inspection Requirements** (April 1984).

148

****(USE BELOW FOR FIXED-PRICE SOLICITATIONS AND CONTRACTS, OVER THE SIMPLIFIED ACQUISITION THRESHOLD, FOR SUPPLIES OR SERVICES INVOLVING THE FURNISHING OF SUPPLIES.)****

FAR Clause **52.246-2, Inspection of Supplies - Fixed Price** (August 1996).

149

****(USE BELOW FOR COST REIMBURSEMENT SOLICITATIONS AND CONTRACTS FOR SUPPLIES OR SERVICES INVOLVING THE FURNISHING OF SUPPLIES.)****

FAR Clause **52.246-3, Inspection of Supplies - Cost-Reimbursement** (May 2001).

150

****(USE BELOW FOR FIXED-PRICE SOLICITATIONS AND CONTRACTS, OVER THE SIMPLIFIED ACQUISITION THRESHOLD, FOR SERVICES OR SUPPLIES THAT INVOLVE THE FURNISHING OF SERVICES.)****

FAR Clause **52.246-4, Inspection of Services - Fixed Price** (August 1996).

151

****(USE BELOW FOR COST-REIMBURSEMENT SOLICITATIONS AND CONTRACTS WHICH ARE MORE R&D SUPPORT ORIENTED. See FAR 46.305 for additional information.)****

FAR Clause **52.246-5, Inspection of Services - Cost-Reimbursement** (April 1984).

152

****(USE BELOW FOR A TIME-AND-MATERIAL OR LABOR HOUR CONTRACT.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- Use this Clause with its ALTERNATE I, if Government inspection and acceptance are to be performed at the Contractor's plant.)****

FAR Clause **52.246-6, Inspection Time-and Material and Labor Hour** (May 2001).

Alternate I (April 1984) [is not/is] applicable to this contract.

153

****(USE BELOW FOR FIXED-PRICE SOLICITATIONS AND CONTRACTS, OVER THE SIMPLIFIED ACQUISITION THRESHOLD, WHEN THE PRIMARY OBJECTIVE OF THE REQUIREMENT IS THE DELIVERY OF END ITEMS OTHER THAN DESIGNS, DRAWINGS, OR REPORTS UNLESS USE OF THIS CLAUSE IS IMPRACTICABLE AND FAR CLAUSE 52.246-9, BELOW, IS MORE APPROPRIATE.)****

FAR Clause **52.246-7, Inspection of Research and Development - Fixed Price** (August 1996).

154

****(USE BELOW, FOR COST REIMBURSEMENT SOLICITATIONS AND CONTRACTS WHICH ARE R&D AND THE PRIMARY OBJECTIVE IS THE DELIVERY OF END ITEMS OTHER THAN DESIGNS, DRAWINGS, OR REPORTS UNLESS ITS USE IS IMPRACTICAL AND FAR CLAUSE 52.246-9 IS MORE APPROPRIATE.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- Use this Clause with its ALTERNATE I, if the Contract is to be awarded on a no-fee basis.)****

FAR Clause **52.246-8, Inspection of Research and Development - Cost-Reimbursement** (May 2001).

Alternate I (April 1984) [is not/is] applicable to this contract.

155

****(USE BELOW, FOR SOLICITATIONS AND CONTRACTS WHOSE PRIMARY OBJECTIVE IS THE DELIVERY OF END ITEMS SUCH AS DESIGNS, DRAWINGS, OR REPORTS AND USE OF THIS CLAUSE IS MORE APPROPRIATE THAN FAR CLAUSE 52.246-7 or 52.246-8.)****

FAR Clause **52.246-9, Inspection of Research and Development (Short Form)** (April 1984).

156

****(USE BELOW FOR FIXED-PRICE CONSTRUCTION CONTRACTS OVER THE SIMPLIFIED ACQUISITION THRESHOLD. **Note** *: This clause may be used for contracts at or below the simplified acquisition threshold at the Contracting Officer's discretion.*)****

FAR Clause **52.246-12, Inspection of Construction** (August 1996).

157

****(USE BELOW FOR ALL FIXED-PRICE SOLICITATIONS AND CONTRACTS FOR 1) SUPPLIES; 2) SERVICES INVOLVING THE FURNISHING OF SUPPLIES, OR; 3) R&D AT OR ABOVE THE SIMPLIFIED ACQUISITION THRESHOLD.)****

FAR Clause **52.246-16, Responsibility for Supplies** (April 1984).

158

****(USE BELOW, FOR ALL SOLICITATIONS AND CONTRACTS.)****

SECTION F - DELIVERIES OR PERFORMANCE

159

****(USE BELOW FOR: 1) LEVEL OF EFFORT COST-REIMBURSEMENT SOLICITATIONS AND CONTRACTS, AND 2) FIXED-PRICE SOLICITATIONS AND CONTRACTS FOR SERVICES.)****

ARTICLE F.1. PERIOD OF PERFORMANCE

The period of performance of this contract shall be from _____ through _____ .

160

****(ADD THE FOLLOWING ITEM BELOW FOR COST-REIMBURSEMENT LEVEL OF EFFORT CONTRACTS, IF THE CONTRACTING OFFICER'S REPRESENTATIVE (COR) REQUESTS.)****

The period of performance encompasses the review of the Draft Final Report and the submission of the Final Report specified in the REPORTING REQUIREMENTS Article in SECTION C of this contract.

161

****(USE BELOW FOR SOLICITATIONS AND CONTRACTS THAT CONTAIN OPTIONS.)****

ARTICLE F.2. PERIOD OF PERFORMANCE

a. The period of performance of this contract shall be from _____ through _____ .
b. If the Government exercises its option(s) pursuant to the OPTION PROVISION Article in Section H of this contract, the period of performance will be increased as listed below:

Option	Option Period

162

****(THIS IS ONE OF SEVERAL DELIVERY SCHEDULES. SELECT THE DELIVERY SCHEDULE WHICH IS MOST APPROPRIATE FOR THE CONTRACT. THE CONTRACTING OFFICER SHOULD TAILOR THE SCHEDULE TO EACH INDIVIDUAL CONTRACT. ALSO, WHERE APPLICABLE, OPTIONS SHOULD BE INCLUDED.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **First Paragraph:** Select the appropriate title of the Article from the Drop Down List.
2. **Subparagraph a:**
   - Eliminate bracketed sentence below, if SECTION D does not identify specific package, marking and shipping instructions.
   - If the F.O.B Destination Clause identified is not appropriate, make the necessary change.
   - Complete the information in the Table as required. Reference should be made to all items listed and described in SECTION C. including all technical reports which are considered deliverables. For Fixed-Price contracts, deliverables should be tied to prices.
3. **Subparagraph b:** Include in all required deliverables. Provide complete Titles and Addresses for each Addressee.)****

ARTICLE F.3. DELIVERIES

Satisfactory performance of the final contract shall be deemed to occur upon performance of the work described in the [Description/Specification/Workstatement/Statement of Work] Article in SECTION C of this contract and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

a. The items specified below as described in the REPORTING REQUIREMENTS Article in SECTION C of this contract will be required to be delivered F.o.b. Destination as set forth in FAR 52.247-35, F.o.b. DESTINATION, WITHIN CONSIGNEES PREMISES (APRIL 1984), and in accordance with and by the date(s) specified below [and any specifications stated in SECTION D, PACKAGING, MARKING AND SHIPPING, of this contract]:

Item	Description	Quantity	Delivery Schedule
(1)			
(2)			
(3)			

b. The above items shall be addressed and delivered to:

Addressee	Deliverable Item No	Quantity

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****(FOR NCI ONLY: THE FOLLOWING ADDITIONAL REPORT SUBMISSION IS REQUIRED IN ALL COMPLETION CLINICAL RESEARCH PROJECTS INVOLVING HUMAN SUBJECTS.)****

c. In addition to the above, one electronic copy of the following reports shall be sent to: Gail Blaufarb, Team Leader, Technical Operations, Research Analysis and Evaluation Branch, Division of Extramural Activities, NCI, 6116 Executive Blvd., Room 8023, MS 8326, Bethesda, MD 20892 (for regular mail) or Rockville, MD 20852 (for hand carry), e-mail: blaufarg@mail.nih.gov

Annual & Final Inclusion Enrollment Reports

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****(THIS IS ONE OF SEVERAL DELIVERY SCHEDULES. SELECT THE DELIVERY SCHEDULE WHICH IS MOST APPROPRIATE FOR THE CONTRACT. THE CONTRACTING OFFICER SHOULD TAILOR THE SCHEDULE TO EACH INDIVIDUAL CONTRACT. ALSO, WHERE APPLICABLE, OPTIONS SHOULD BE INCLUDED.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **Subparagraph a:**
   - Select the appropriate title of the Article from the Drop Down List.
   - Select the appropriate work from the Drop Down List.
2. **Subparagraph b:**
   - If the F.O.B Destination Clause identified is not appropriate, make the necessary change.
   - Eliminate bracketed sentence, if SECTION D does not identify specific package, marking and shipping instructions.
   - Provide a complete address for the Delivery Point.)****

ARTICLE F.4. DELIVERIES

a. Satisfactory performance of this contract shall be deemed to occur upon performance of the work described in the [Description/Specification/Workstatement/Statement of Work] Article in SECTION C of this contract and upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the [Services/Supplies/Items] specified in the Delivery Schedule which are described in SECTION C of this contract.

b. Deliveries required by the Contractor shall be made F.o.b. destination as set forth in FAR Clause 52.247-35, F.o.b. Destination, Within consignees Premises (April 1984) [and any specifications stated in SECTION D, PACKAGING AND MARKING AND SHIPPING, of this contract] to the address/addressee listed below:

c.

Delivery Address

d. Unless otherwise specified, deliveries shall be made to the Delivery Point specified above Mondays through Fridays (excluding Federal Holidays) between the hours of 8:30 a.m. and 5:30 p.m. EST

only. Supplies or services scheduled for delivery on a Federal holiday shall be made the following day.

165

****(THIS IS ONE OF SEVERAL DELIVERY SCHEDULES. SELECT THE DELIVERY SCHEDULE WHICH IS MOST APPROPRIATE FOR THE CONTRACT. THE CONTRACTING OFFICER SHOULD TAILOR THE SCHEDULE TO EACH INDIVIDUAL CONTRACT. ALSO, WHERE APPLICABLE, OPTIONS SHOULD BE INCLUDED.)****

ARTICLE F.5. TIME OF DELIVERY

a. The Government requires delivery of _____ within __ days after [Receipt of each record of call/Date of contract award] .
b. The Contractor may propose a delivery schedule which is earlier than required above. If the Contractor does not propose a different delivery schedule, the Government's desired delivery schedule shall apply.
c. Proposed Delivery Schedule: Delivery of _____ within __ days after [Receipt of each record of call/Date of contract award] .

166

****(THIS IS ONE OF SEVERAL DELIVERY SCHEDULES. SELECT THE DELIVERY SCHEDULE WHICH IS MOST APPROPRIATE FOR THE CONTRACT. THE CONTRACTING OFFICER SHOULD TAILOR THE SCHEDULE TO EACH INDIVIDUAL CONTRACT. ALSO, WHERE APPLICABLE, OPTIONS SHOULD BE INCLUDED.)****

ARTICLE F.6. TIME OF DELIVERY

a. The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

Item Number	Description	Quantity	Within Days After Date of Contract Award

b. The Contractor may propose a delivery schedule which is earlier than required above. If the Contractor does not propose a different delivery schedule, the Government's desired delivery schedule shall apply.
c.

PROPOSED DELIVERY SCHEDULE

Item Number	Description	Quantity	Within Days After Date of Contract Award

167

****(THIS IS ONE OF SEVERAL DELIVERY SCHEDULES. SELECT THE DELIVERY SCHEDULE WHICH IS MOST APPROPRIATE FOR THE CONTRACT. THE CONTRACTING OFFICER SHOULD TAILOR THE SCHEDULE TO EACH INDIVIDUAL CONTRACT. ALSO, WHERE APPLICABLE, OPTIONS SHOULD BE INCLUDED.)****

ARTICLE F.7. DESIRED AND REQUIRED TIME OF DELIVERY

a. The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE

Item Number	Description	Quantity	Within Days After Date of Contract Award

b. If the Contractor is unable to meet the desired delivery schedule, it may, propose a delivery schedule below. However, the Contractor's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule set forth in paragraph c., below.

c.

REQUIRED DELIVERY SCHEDULE

Item Number	Description	Quantity	Within Days After Date of Contract Award

d. If the Contractor proposes no other delivery schedule, the Desired Delivery Schedule set forth in paragraph a., above will apply.

e.

CONTRACTOR'S PROPOSED DELIVERY SCHEDULE

Item Number	Description	Quantity	Within Days After Date of Contract Award

168

****(USE BELOW FOR LEVEL OF EFFORT SOLICITATIONS AND CONTRACTS WHICH DEFINE THE EFFORT IN TERMS OF HOURS, MONTHS, OR YEARS.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **First Paragraph:**
   - **For Solicitations:** Leave the Number of Labor Hours (Months or Years) blank.
   - **For Contracts:** Fill in the Number of Labor Hours (Months or Years)
   - Select the appropriate effort type from the Drop Down List each time it appears. For RFPs, use the combined selection: [HOURS, MONTHS, YEARS].
   - Select the appropriate inclusion factor from the Drop Down List each time it appears. For RFPs, use the combined selection: [INCLUDE/EXCLUDE].
2. **TABLE:**
   - **For Solicitations:**
     - Select the combined selection: [HOURS, MONTHS, YEARS] from the Drop Down List.
     - Leave the rest of the table blank.
   - **For Contracts:**
     - Select the appropriate effort type from the Drop Down List.
     - Itemize categories below as necessary.
     - If Options are used, make sure that this paragraph addresses option year effort and indicates that this effort is contingent upon exercising each option period.)****

ARTICLE F.8. LEVEL OF EFFORT

169

a. During the period of performance of this contract, the Contractor shall provide ____ direct labor [Hours/Months/Years] . The labor [Hours/Months/Years] [Include/Exclude] vacation, holiday, and sick leave. These labor [Hours/Months/Years] [Include/Exclude] subcontractor labor [Hours/Months/Years] . It is estimated that the labor [Hours/Months/Years] are constituted as specified below and will be expended approximately as follows:

Labor [HOURS, MONTHS, YEARS]

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Professional							
Other Professional							
Support							
Totals							

170

****(USE BELOW, WHEN PERCENT IS USED TO DEFINE EFFORT, PER NIH MANUAL CHAPTER 6016-1, entitled, "Use of Percentages in Level of Effort Contracts." THE BASE TO WHICH THE PERCENT(S) APPLY MUST BE DEFINED. REMOVE THE LAST SENTENCE IN PARAGRAPH a., BELOW, BEGINNING: "It is estimated..." WHEN A DEFINITE PERCENT PER LABOR CATEGORY IS SPECIFIED.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **First Paragraph:**
   - Fill in the Percentage of Direct Labor effort.
   - Select the appropriate inclusion factor from the Drop Down List each time it appears.
2. **TABLE:**
   - Modify labor categories below as necessary.
   - If Options are used, make sure that this paragraph addresses option year effort and indicates that this effort is contingent upon exercising each option period.)****

b. In accomplishing the work set forth herein, the Contractor shall provide _____ percent direct labor effort during the period set forth in the PERIOD OF PERFORMANCE Article in SECTION F of this contract. The labor effort [Includes/Excludes] vacation, holiday, and sick leave. This labor effort [Includes/Excludes] subcontractor labor effort. It is estimated that the percent labor effort is constituted as specified below and will be expended approximately as follows:

PERCENT

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Professional							
Other Professional							
Support							
Totals							

171

****(USE BELOW FOR ALL LEVEL OF EFFORT SOLICITATIONS AND CONTRACTS. THIS PARAGRAPH DEFINES PERCENTAGES REQUIRED BY TOTAL LEVEL OF EFFORT - HOURS, MONTHS, YEARS. THE RANGE MAY BE FROM 90% TO 110%.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. Fill in the Percentage of Direct Labor effort required to determine satisfactory performance. Note: It is not necessary to complete for RFPs.
2. Select the appropriate effort type from the Drop Down List. For RFPs, use the combined selection: [HOURS, MONTHS, YEARS].)****

c. The Contractor shall have satisfied the requirement herein if not less than __ % nor more than __ % of the total direct labor [Hours/Months/Years] specified herein are furnished. These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clause.

172

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS THAT ARE TO BE CPFF, LEVEL OF EFFORT.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- Select the appropriate effort type from the Drop Down List each time it appears. For RFPs, use the combined selection: [HOURS, MONTHS, YEARS].)****

d. In the event fewer [Hours/Months/Years] than the minimum specified number of direct labor [Hours/Months/Years] in the total categories are used by the Contractor in accomplishing the prescribed work and the Government has not invoked its rights under FAR Clause 52.249-6, TERMINATION (Cost-Reimbursement) incorporated in this contract, these parties agree that the fee will be adjusted based solely upon the quantity of [Hours/Months/Years] by which the number of direct labor [Hours/Months/Years] furnished is less than the number of direct labor [Hours/Months/Years] specified in this ARTICLE. The resulting adjustment shall be evidenced by a contract modification.

173

****(USE BELOW, IN ALL SOLICITATIONS AND CONTRACTS.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- Use this Clause with its ALTERNATE I, EXCEPT for Fixed-Price contracts.
- For Fixed-Price Contracts, select "is not" from the drop-down box.)****

ARTICLE F.9. CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (FEBRUARY 1998)

This contract incorporates the following clause(s) by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/?q=browsefar .

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSE:

52.242-15, Stop Work Order (August 1989)

Alternate I (April 1984) [is/is not] applicable to this contract.

174

****(USE BELOW FOR FIXED-PRICE SOLICITATIONS AND CONTRACTS. THIS CLAUSE IS OPTIONAL FOR FIXED-PRICE SERVICE CONTRACTS.)****

52.242-17, Government Delay of Work (April 1984).

175

****(USE BELOW, IN FIXED-PRICE SOLICITATIONS AND CONTRACTS FOR SUPPLIES, SERVICE, RESEARCH AND DEVELOPMENT WHEN THE CONTRACTING OFFICER DETERMINES LIQUIDATED DAMAGES ARE APPROPRIATE.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- Contracting Officer to insert amount of liquidated damages.)****

52.211-11, Liquidated Damages--Supplies, Services or Research and Development (September 2000).

"(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of $ _____ per calendar day of delay [Contracting Officer insert amount]."

176

****(USE BELOW FOR CONTRACTS WHICH DO NOT CONTAIN A DELIVERY ARTICLE, i.e. Level of Effort.)****

52.247-35, F.o.b. Destination Within Consignees Premises (April 1984).

177

****(USE BELOW, IN ALL SOLICITATIONS AND CONTRACTS.)****

SECTION G - CONTRACT ADMINISTRATION DATA

178

****(USE BELOW, IN ALL SOLICITATIONS AND CONTRACTS.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

1. **For Solicitations:** Type: "[To be specified prior to award]" in the text box after the first sentence.

   For Contracts:
   - Type: Contracting Officer's Representative (COR) Name in the text box after the first sentence.
   - If an Alternate COR will be assigned to the contract, specify the alternate's name with the title "Alternate COR" and include the third paragraph in brackets.
2. **Third paragraph [within brackets]:** Include this paragraph when an Alternate COR will be assigned to the contract. If no Alternate COR will be assigned delete the paragraph in its entirety.)****

ARTICLE G.1. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The following Contracting Officer's Representative (COR) will represent the Government for the purpose of this contract:

The COR is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

[The alternate COR is responsible for carrying out the duties of the COR only in the event that the COR can no longer perform his/her duties as assigned.]

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor for any costs incurred during the performance of this contract; (5) otherwise change any terms and conditions of this contract; or (6) sign written licensing agreements. Any signed agreement shall be incorporated by reference in Section K of the contract

The Government may unilaterally change its COR designation.

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****(USE BELOW FOR ALL SOLICITATIONS AND CONTRACTS WHEN THE CONTRACTING OFFICER WILL REQUIRE THE CONTRACTOR TO DESIGNATE CONTRACTOR KEY PERSONNEL.

ADDITIONAL INFORMATION TO COMPLETE THIS ARTICLE:

- **Table:** When Multiple Principal Investigators are named, the "Contact PI" MUST be specified.)****

ARTICLE G.2. KEY PERSONNEL, HHSAR 352.237-75 (December 2015)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract (including, when applicable, Human Subjects Testing requirements). If the employee of the contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of Clause)

The following individual(s) is/are considered to be essential to the work being performed hereunder:

Name	Title

180

****(USE BELOW, IN WORK ASSIGNMENT SOLICITATIONS AND CONTRACTS.)****

ARTICLE G.3. WORK ASSIGNMENT PROCEDURES

In providing support under this contract, the Contractor shall initiate work only when so directed by a Work Assignment (Attachment provided in SECTION J). Approval of a Work Assignment shall **not** constitute approval to exceed any item listed in the contract or general clauses of the contract. Work Assignment amounts shall not exceed the total amounts listed in the contract (time, dollars, effort, consultants, travel, etc.). The Contracting Officer's Representative (COR) with Contracting Officer approval, is authorized to initiate Work Assignments and to sign Work Assignments indicating satisfactory performance/delivery of the services/product required in each Work Assignment. The Contractor shall assure, prior to commencing work on any Work Assignment, that written approval of the COR and the Contracting Officer has been obtained. A Work Assignment which does not contain both Contracting Officer and COR approval signatures shall be considered invalid and costs incurred for

such work shall be considered unallowable. The Contractor shall not exceed the estimated labor hours, estimated Work Assignment amount, or change the Work Assignment leader without prior written approval of the COR and the Contracting Officer by modification of the Work Assignment. The day-to-day operational and administrative details of the Work Assignment system will be established by the COR with input from the Contractor. The Work Assignment system will operate within the following general guidelines:

a. **Work Assignment (W.A.) Information**
    1. All work to be assigned under this contract shall relate directly to one or more of the task areas listed in the Statement of Work.
    2. Each W.A. shall be written for the conduct of a specific, finite task.
    3. Each new W.A. shall be numbered serially beginning with 01.
    4. Each W.A. shall be completed on the form entitled "Sample Contract Work Assignment" and listed as an Attachment in Section J of this contract.
    5. Upon award of the contract, an Administrative Work Assignment as shown in SECTION J, Attachments, shall be issued on a yearly basis. This Work Assignment will cover the time and expenditures necessary for the administration of the contract.

b. **Initiation of a W.A.**
    1. The COR will initiate Part I of the W.A.
    2. The Contractor shall complete Part II and obtain the appropriate signature. The Contractor shall forward the proposed W.A. to the COR.
    3. Upon receipt of the proposed W.A. and after determining that the proposed W.A. is acceptable, the COR will sign Part II to indicate recommendation for approval and forward to the Contracting Officer.
    4. Upon receipt, the Contracting Officer will review the proposed W.A.
        a. If approved, the Contracting Officer will sign Part II to indicate approval and will forward the W.A. to the Contractor with a copy to the COR.
        b. If not approved, the Contracting Officer will notify the COR, stating the reasons for disapproval.
    5. After receipt of the approved W.A., the Contractor shall begin work. The period of performance shall never precede the Contracting Officer Approval date.

c. **Modification to a W.A.**
    1. Each amendment to an existing Work Assignment shall contain the original W.A. number and shall designate a modification number. Modification numbers for each W.A. shall be serially numbered beginning with 01 (for example, Work Assignment 01, Modification No. 01).
    2. Each W.A. modification shall set forth in specific detail which portion(s) of the W.A. is to be modified. All Cost/Labor modifications shall be in the following format:

	Authorized to Date	**This Modification**	**Revised Estimate**
Labor Hours			
Cost Elements			
(List Each Element)			

d. **Conclusion of a W.A.**

1. For each W.A. performed, the Contractor shall prepare PART III of the Work Assignment for submission to the Contracting Officer.
2. This PART III submission shall include all actual information (cost, effort, and deliverables) relative to the W.A.
3. PART III of the W.A. shall be submitted as soon as possible and not to exceed three months after the closing date of the W.A. For those Work Assignments which expire within three months prior to the contract expiration date, PART III of the Work Assignment shall be submitted on the final contract day.
4. After verification that all work is complete and deliverables have been received and accepted, the COR will sign Part III of the W.A. to indicate recommendation for approval and forward the W.A. to the Contracting Officer.
5. After verification that the W.A. has been satisfactorily completed, the Contracting Officer will approve completion of the W.A. by signing Part III of the W.A. and forward to the Contractor.

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****(USE BELOW, FOR INDEFINITE QUANTITY TYPE CONTRACTS WHEN THE ITEMS OR SERVICES TO BE ORDERED ARE PRE-PRICED IN THE CONTRACT THE ORDERS WILL BE PLACED ON A FIXED-PRICE BASIS, AND NO ORDER TERMS ARE NEGOTIATED BEFORE ISSUANCE.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

1. **Subparagraph a:**
   - Check all applicable methods for issuing orders.
   - If applicable, identify the timeframe for written confirmation of oral offers.
2. **Subparagraph c:** This subparagraph applies to MULTIPLE AWARD TASK/DELIVERY ORDER contracts. If this is a SINGLE AWARD TASK/DELIVERY ORDER contract, delete this subparagraph c.)****

ARTICLE G.4. METHOD OF ORDERING

a. Orders issued under this contract may be placed as follows:

[ ] in writing
[ ] via telephone
[ ] via facsimile (fax)
[ ] via electronic mail (e-mail)
[ ] Oral [Oral Orders will be confirmed in writing within _ days of issuance.
[ ] Other Specify: _____

b. The Contracting Officer is authorized to issue orders and provide written confirmation of oral orders, if applicable, under the contract.

c. Fair Opportunity

1. In accordance with FAR 16.505(b)(1)(i), each awardee will be given a fair opportunity to be considered for each order issued over $3,500 unless the following exception(s) apply:

i. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
ii. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
iii. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
iv. It is necessary to place an order to satisfy a minimum guarantee.

2. All awardees will be given a fair opportunity to be considered in accordance with the FAR as follows:
    i. For orders exceeding $3,500 up to the simplified acquisition threshold, in accordance with FAR 16.505(b)(1)(ii);
    ii. For orders exceeding the simplified acquisition threshold up to $5.5 Million, in accordance with 16.505(b)(1)(iii); and,
    iii. For orders exceeding $5.5 Million, in accordance with FAR 16.505(b)(1)(iv).

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****(USE BELOW, FOR INDEFINITE QUANTITY TYPE CONTRACTS WHEN INDIVIDUALLY NEGOTIATED TASK ORDERS WILL BE ISSUED DURING THE PERIOD OF PERFORMANCE.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

1. **Subparagraph b:**
   - **Second Paragraph:** The CO may modify the list of items to be included in a Task Order Requisition for Proposal.
   - **Last (fourth) Paragraph:** Remove this paragraph for Single Award Indefinite Quantity contracts.
2. **Subparagraph c:** This subparagraph applies to MULTIPLE AWARD TASK/DELIVERY ORDER contracts. If this is a SINGLE AWARD TASK/DELIVERY ORDER contract, delete this subparagraph c.
3. **Subparagraph c.2:** FOR MULTIPLE AWARD TASK/DELIVERY ORDER Contracts ONLY:
   - The CO may modify the list of evaluation factors as needed.
4. **Subparagraph d:**
   - For **MULTIPLE AWARD TASK/DELIVERY ORDER** Contracts:
     - i. **First paragraph:** Select from the drop down box, the statement which accurately states how technical, cost and other factors will be considered in the award decision.
     - ii. **Second paragraph:** Select the statement: "Contractor whose proposal is most advantageous to the government" from the drop down box.
   - For **SINGLE AWARD TASK/DELIVERY ORDER** Contracts:
     - i. **First paragraph:** Carefully review this paragraph to make sure that it describes the evaluation process you will use to award task/delivery orders. If necessary, revise this subparagraph accordingly.
     - ii. **Second paragraph:** Select the word: "Contractor." from the drop down box.
     - iii. **Third paragraph:** REMOVE
5. **Subparagraph e:** This subparagraph applies to MULTIPLE AWARD TASK/DELIVERY ORDER contracts. If this is a SINGLE AWARD TASK/DELIVERY ORDER contract, delete this subparagraph e:)****

ARTICLE G.5. TASK ORDER PROCEDURE

This contract provides for the issuance of Task Orders on a negotiated basis as follows:

a. **General**

Only the Contracting Officer may issue Task Orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the Statement of Work. Unless specifically authorized by the Contracting Officer, the Contractor shall not commence work until a fully executed Task Order has been awarded. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this ARTICLE.

No other costs are authorized unless otherwise specified in the contract or expressly authorized by

the Contracting Officer.

b. **Requesting Task Order Proposals.**

The Contracting Officer or a designated individual may solicit responses to requirements from Contractors within a technical area covered by a task order requirement in writing. A Task Order Request for Proposals (TORFP) will be prepared and issued for each task order requirement.

Generally, the Task Order Request for Proposal (TORFP) will include but is not limited to the following:

1. Statement of Work;
2. Reporting Requirements and Deliverables;
3. Proposal Due Date and Location to Deliver Proposals;
4. Period of Performance of Task Order;
5. Anticipated type of Task Order;
6. Technical Proposal Instructions;
7. Business proposal Instructions
8. Evaluation Factors for Award

All contract clauses contained this contract shall be incorporated in the TORFP and the resultant task order. If conflicts exist between the contract clauses and the information outlined in the task order, the contract language takes precedence over the information in the task order.

Contractors are not required to propose on all TORFPs. Those eligible Contractors that decide not to submit a proposal shall advise the Contracting Officer, in writing, of their intention not to submit a proposal on or before the closing date and time established in the TORFP. An election not to propose on a given TORFP will not negatively affect or prohibit a Contractor from competing on future TORFPs. However, it may affect the Contractor's eligibility for continuations or extensions of the resultant Task Order.

c. **Competitive Ordering Process.**

1. All Contractors within a technical area will receive e-mail notification advising of the availability of each proposed task order requirement. All proposed task orders will incorporate all terms of this contract unless otherwise specified in the proposed task order.

2. Contractors will be provided an adequate time to prepare and submit responses based on the Contracting Officer's consideration of the estimated dollar value and complexity of proposed task order. Responses will not be considered a proposal as defined in FAR Part 15. However, the Contractor shall provide information sufficient for consideration in accordance with FAR Part 16. Each TORFP will indicate the criteria for the evaluation of proposals. The responses shall demonstrate capability for each criterion to be evaluated. Generally, the Contractor will be asked to demonstrate the following as appropriate:
    - Understanding of the requirements;

- Experience and capability on similar tasks;
- Technical approach, methods and procedures for satisfying the requirements with a discussion of potential problems to be encountered and proposed solutions and/or risk mitigation strategies.
- Procedures for assuring quality of work, products, and deliverables;
- Plan for managing the task order, including meeting requirements and schedules, and performance measures (if applicable);
- Staffing plan with skill levels and level of effort for each individual proposed. Generally, resumes will be required for proposed personnel (if not previously submitted);
- References to evaluate past performance; and
- Cost/Price to perform the task order.

d. **Evaluation and Award of Task Order Proposals**

The Government will evaluate the Task Order proposals against the requirements of the TORFP. Specifically, the technical evaluation factors, cost/price, past performance and any other factor specifically identified in the TORFP will be used for evaluation of each proposal. In addition, the TORFP will identify the basis for selecting a contractor for award. Generally, technical factors will be [significantly more important than cost or price/approximately equal to cost or price/significantly less important than cost or price] However, each TORFP will specify how the award decision will be made.

Upon completion of evaluations, the Contracting Officer will issue a task order to the [Contractor whose proposal is most advantageous to the government/Contractor.]

The Contracting Officer will notify the Contractor(s) of the selection decision in writing.

e. **Fair Opportunity**

1. In accordance with FAR 16.505(b)(1)(i), each awardee will be given a fair opportunity to be considered for each order issued over $3,500 unless the following exception(s) apply:
    i. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
    ii. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
    iii. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
    iv. It is necessary to place an order to satisfy a minimum guarantee.

2. All awardees will be given a fair opportunity to be considered in accordance with the FAR as follows:
    i. For orders exceeding $3,500 up to the simplified acquisition threshold, in accordance with FAR 16.505(b)(1)(ii);
    ii. For orders exceeding the simplified acquisition threshold up to $5.5 Million, in accordance with 16.505(b)(1)(iii); and,
    iii. For orders exceeding $5.5 Million, in accordance with FAR 16.505(b)(1)(iv).

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR A/E, CONSTRUCTION, CQM SERVICES, DESIGN BUILD AND FACILITIES SERVICES.)****

ARTICLE G.6. EQUITABLE ADJUSTMENTS DUE TO CHANGES

a. The Contractor shall submit a proposal for all changes in the work within 30 days from the effective date of the change order or request for proposal. With each proposal for a change involving an increase or decrease in the amount of the contract, the Contractor shall submit separately an itemized breakdown that will include but not be limited to the following:

    1. Material quantities and unit price. (Separated into trades)\
    2. Labor Costs (Separate into labor classifications and hourly rates)
    3. Construction Equipment
    4. Workmen's Compensation
    5. Overhead
    6. Profit
    7. Employment taxes under FICA, FUTA and SUTA
    8. Bond (Prime Contractor only)
    9. Sales Tax
    10. Direct Performance Time of Change
    11. Impact on Schedule, if any.
    12. Impact Costs, if any.

b. In considering proposals for changes involving added work, omitted work, or any combination thereof, estimates will be checked in detail by the NIH, utilizing unit prices where specified or agreed upon, with the view of arriving at equitable adjustments.

c. When the necessity to proceed with a change does not allow sufficient time to properly check a proposal, or because of failure to reach an agreement, NIH Contracting Officer may direct the Contractor to proceed immediately with the work.

d. Proposals and breakdown should be submitted as promptly as possible, but in no event later than 30 days.

e. All proposals shall be submitted in accordance with the requirements of FAR 15.404. Should a proposal cost exceed $750,000 for a change, certified cost or pricing data should be submitted on SF1411 in a format which satisfies the requirements of FAR 15.403-5. When certified cost or pricing data are required, the contractor shall submit an executed Certificate of Current Cost or Pricing Data as soon as practicable after price agreement is reached.

f. Allowable overhead, profit, and percentages are given at the end of this paragraph. These percentages shall be limited to three tiers only and shall be considered to include, but not limited to, all insurance other than FICA, FUTA, SUTA and Workmen's Compensation, field and office supervisors and assistants, use of small tools, incidental job burdens, and general office expense.

Incidental job burdens include, but are not limited to, review and coordination, and estimating and expediting relative to contract changes that are associated with field and office supervision.

No percentages for overhead and profit shall be allowed on FICA, FUTA or SUTA. The percentages for overhead and profit to be allowed by NIH may vary according to the nature, extent, and complexity of work involved, but in no case shall exceed the following:

The percentages of overhead to be allowed by the Contracting Officer will be 10% for all contract changes performed by prime contractor personnel and 5% for all contract change work performed by subcontract personnel.

The percentage for profit to be allowed by NIH will vary according to the nature, risk, extent, and complexity of work involved, but in no case shall exceed 10%. Percentages for overhead and profit will be as follows:

Overhead Profit

To subcontractors and/or to the Contractor for work performed with his own forces 10% 1% - 10%

To Contractor on work performed by other than his own forces... 5% 1% - 5%

The percentage of profit is to be negotiated. The burden is on the contractor to propose and justify to the government the percentage of profit to be paid on each modification to the contract.

On proposals involving both increases and decreases in the amount of the contract, overhead and profit will be allowed on the net increases only. On net decreases, corresponding overhead and profit will be deducted.

When change proposals are not submitted with a Time Impact Analysis, it is mutually agreed that the particular change order, modification, delay or Contractor request does not require an extension of the contract time (or milestone).

g. The percentages in (f) above are the maximums that will be paid. The burden is on the contractor to propose and justify to government the percentages paid on each modification to the contract.

h. Any proposal for delay and impact costs that is not submitted within 60 days after completion of the work identified in the change will not be considered. This requirement is in addition to the scheduling updates required for construction of the project. If there are circumstances which prevent the contractor from ascertaining delay for impact during this time, a status update, including but not limited to a critical path analysis, shall be submitted within this time and at 60 day intervals thereafter, explaining why the contractor cannot yet know the extent of the impact. If this is not done, a claim for delay will not be considered unless special circumstances are shown. This requirement is necessary to enable the government to respond to any claims for delay in light of conditions then current.

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****(USE BELOW, FOR COST-REIMBURSEMENT SOLICITATIONS AND CONTRACTS.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- **Article Title** - To modify the Article title: 1) Select the "Edit" from the Tool Bar; 2) Edit the " **TOC Title** " field at the top of the screen as follows:
  - For Cost-Type Contracts requiring Financial Reporting with each Invoice (NIH(RC)-4): No change required, leave Article Title as is.
  - For Cost-Type Contracts no Financial Reporting (NIH(RC)-1): Delete the words "AND CONTRACT FINANCING REQUEST" from the "TOC Title" field.)****

ARTICLE G.7. INVOICE SUBMISSION/CONTRACT FINANCING REQUEST AND CONTRACT FINANCIAL REPORT

185

****(USE BELOW, WHEN THE NIH(RC)-1 OR NIH(RC)-4 WILL BE REQUIRED.

- **First sentence** , select the appropriate Invoice Instructions from the drop-down box.)****

a. [Invoice Submission/Contract Financing Request, NIH(RC)-1/Invoice Submission/Contract Financing Request and Contract Financial Reporting, NIH(RC)-4] for NIH Cost-Reimbursement Type Contracts are attached and made part of this contract. The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment.

186

**** (USE BELOW IN ALL SOLICITATIONS & CONTRACTS. EXCEPT NCI OA AND ORF.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

Please Note: NIH/OFM will NOT accept any invoices postmarked and/or delivered in-person on/after December 1, 2020.

1. The Contractor shall submit invoice to the National Institutes of Health (NIH)/Office of Financial Management (OFM) via email at invoicing@nih.gov with a copy to the approving official, as directed below. The Contractor must follow step-by-step instructions as stated in the NIH/OFM Electronic Invoicing Instructions for NIH Contractors/Vendors , which is included as an attachment in Section J of this contract. The invoice shall be transmitted as an attachment via email to the address listed above in one of the following formats: Word, or Adobe Portable Document Format (PDF). The Contractor must submit only one invoice per email. Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your invoice unless specified elsewhere in the contract or requested by the Contracting Officer.

   The Contractor shall submit a copy of the electronic invoice to the following Approving Official (Contracting Officer) and Contracting Officer's Representative:

   Approving Official: Contracting Officer

   Name- _____ Email Address- _____

   Contracting Officer's Representative

   Name- _____ Email Address- _____

For inquiries regarding the status of invoices, contact OFM Customer Service via email at ofm_customer_service@incontactemail.com or via phone at 301-496-6088. To send your inquiries via other available communication methods refer to the OFM Customer Service website at https://ofm.od.nih.gov/Pages/Customer-Service.aspx .

Note: The OFM Customer Service is open Eastern Standard Time Monday - Friday from 8:30 a.m. to 5:00 p.m. and is closed between 12:00 p.m. to 1:00 p.m.

187

**** (NCI OA Only: USE BELOW IN ALL SOLICITATIONS & CONTRACTS.
ADDITIONAL INSTRUCTIONS FOR COMPLETING THIS ITEM:

- Select the appropriate Central Point of Distribution.)****

1. The Contractor shall submit invoice to the National Institutes of Health (NIH)/Office of Financial Management (OFM) via email at invoicing@nih.gov with a copy to the approving official, as directed below. The Contractor must follow step-by-step instructions as stated in the NIH/OFM Electronic Invoicing Instructions for NIH Contractors/Vendors , which is included as an attachment in Section J of this contract. The invoice shall be transmitted as an attachment via email to the address listed above in one of the following formats: Word, or Adobe Portable Document Format (PDF). The Contractor must submit only one invoice per email. Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your invoice unless specified elsewhere in the contract or requested by the Contracting Officer.

   The Contractor shall submit a copy of the electronic invoice to the following Approving Official (Contracting Officer) and Contracting Officer's Representative:

   Approving Official: Contracting Officer

   Name- _____ Email Address- _____

   Contracting Officer's Representative

   Name- _____ Email Address- _____

   For inquiries regarding the status of invoices, contact OFM Customer Service via email at ofm_customer_service@incontactemail.com or via phone at

301-496-6088. To send your inquiries via other available communication methods refer to the OFM Customer Service website at https://ofm.od.nih.gov/Pages/Customer-Service.aspx .

Note: The OFM Customer Service is open Eastern Standard Time Monday - Friday from 8:30 a.m. to 5:00 p.m. and is closed between 12:00 p.m. to 1:00 p.m.

One courtesy copy of the original invoice shall be submitted electronically as follows:

The Central Point of Distribution:

NCI OA Branch A - ncibranchainvoices@mail.nih.gov

NCI OA Branch B - ncibranchbinvoices@mail.nih.gov

NCI OA Branch C - ncibranchcinvoices@mail.nih.gov

NCI OA Branch D - ncibranchdinvoices@mail.nih.gov

NCI OA Branch E - ncibrancheinvoices@mail.nih.gov

NCI OA Branch F - ncibranchfinvoices@mail.nih.gov

Invoices shall be submitted in accordance with Electronic Invoicing Instructions for NIH Contractors/Vendors , which is included as an attachment in Section J of this contract.

188

****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.)****

1. The Contractor shall submit invoice to the National Institutes of Health (NIH)/Office of Financial Management (OFM) via email at invoicing@nih.gov with a copy to the approving official, as directed below. The Contractor must follow step-by-step instructions as stated in the NIH/OFM Electronic Invoicing Instructions for NIH Contractors/Vendors , which is included as an attachment in Section J of this contract. The invoice shall be transmitted as an attachment via email to the address listed above in one of the following formats: Word, or Adobe Portable Document Format (PDF). The Contractor must submit only one invoice per email. Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your invoice unless specified elsewhere in the contract or requested by the Contracting Officer.

The Contractor shall submit a copy of the electronic invoice to the following Approving Official (Contracting Officer) and Contracting Officer's Representative:

Approving Official: Contracting Officer

Name- _____ Email Address- _____

Contracting Officer's Representative

Name- _____ Email Address- _____

For inquiries regarding the status of invoices, contact OFM Customer Service via email at ofm_customer_service@incontactemail.com or via phone at 301-496-6088. To send your inquiries via other available communication methods refer to the OFM Customer Service website at https://ofm.od.nih.gov/Pages/Customer-Service.aspx.

Note: The OFM Customer Service is open Eastern Standard Time Monday - Friday from 8:30 a.m. to 5:00 p.m. and is closed between 12:00 p.m. to 1:00 p.m.

The Contractor shall submit one copy of the electronic invoice to the Office of Research Facilities (ORF) invoice processing email distribution mailbox: ORFOAInvoice3Way@mail.nih.gov . The Contractor will receive an automated email reply confirming that your invoice has been received for processing. If you do not receive an email notification within 24 hours, it indicates that we did not receive your invoice for processing. In which case double check (1) that your email contained the scanned attachment of your invoice and that (2) you sent it to our inbox at ORFOAInvoice3Way@mail.nih.gov . If you have any questions or concerns, please call the Intake Center at 301-402-0878.

189

****(USE BELOW IN ALL SOLICITATIONS & CONTRACTS (EXCEPT for NCI OA).

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

1. **Subparagraph a:** Insert the name of the applicable Office of Acquisition.
2. **Subparagraph d:** Select appropriate payment method from the Drop Down List. *[Note: Payment under a two-way match is processed after matching the award (contract/order) with the invoice. Generally, a two-way match will be used for contracts/orders that acquire services, where payment is not tied to specific deliverables. Payment under a three-way match is processed after matching the award (contract/order) with the invoice and evidence of receipt/acceptance entered into NBS. Generally, a three-way match will be used for contracts/orders that acquire supplies, where payment is tied to specific deliverables.]*
3. **Subparagraph f:** Use at the Contracting Officer's discretion when the Contract Title is not clearly identified on the face page of the Contract.
4. **Subparagraph g:** Use at the Contracting Officer's discretion when Contract Line Items are not clearly identified on the face page of the Contract.

For guidance on selecting the appropriate Invoice Matching Option, see https://nbrssprod.cit.nih.gov:8050/NBRSSDocs/Job_Aids/Acquisition/2 way 3 way match 8 20 07.doc *)****

2. In addition to the requirements specified in FAR 32.905 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:

   a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is _____ .

   b. Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.

   c. DUNS or DUNS+4 Number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract and as registered in the Central Contractor Registration (CCR) database. If the Contractor does not have a valid DUNS number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer. Note: The Contractor shall not include TIN if it is a Social Security Number.

   d. Invoice Matching Option. This contract requires a [two-way/three-way] match.

e. Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.

f. The Contract Title is:

g. Contract Line Items as follows:

Line Item #	Line Item Description

190

****(NCI OA Only: USE BELOW IN ALL SOLICITATIONS & CONTRACTS.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

1. **Subparagraph d:** Select appropriate payment method from the Drop Down List. *[Note: Payment under a two-way match is processed after matching the award (contract/order) with the invoice. Generally, a two-way match will be used for contracts/orders that acquire services, where payment is not tied to specific deliverables. Payment under a three-way match is processed after matching the award (contract/order) with the invoice and evidence of receipt/acceptance entered into NBS. Generally, a three-way match will be used for contracts/orders that acquire supplies, where payment is tied to specific deliverables.]*
2. **Subparagraph f** : Use at the Contracting Officer's discretion when the Contract Title is not clearly identified on the face page of the Contract.
3. **Subparagraph g** : Use at the Contracting Officer's discretion when Contract Line Items are not clearly identified on the face page of the Contract.

For guidance on selecting the appropriate Invoice Matching Option, see https://nbrssprod.cit.nih.gov:8050/NBRSSDocs/Job_Aids/Acquisition/2 way 3 way match 8 20 07.doc .)****

2. In addition to the requirements specified in FAR 32.905 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:

a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is National Cancer Institute .

b. Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer. Note: The Contractor shall not include TIN if it is a Social Security Number.

c. DUNS or DUNS+4 Number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract and as registered in the Central Contractor Registration (CCR) database. If the Contractor does not have a valid DUNS number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. [*Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.

d. Invoice Matching Option. This contract requires a [two-way/three-way] match.

e. Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.

f. The Contract Title is:

g. Contract Line Items as follows:

Line Item #	Line Item Description

191

****(USE BELOW IN ALL RFPs & CONTRACTS.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

1. **For R&D contracts** : Select phone number ending **6452** from the drop down box.
2. **For Non R&D contracts** : Select phone number ending **6088** from the drop down box.)

****

b. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301) [496-6452/496-6088] .

192

**** (FOR NLM USE: INCLUDE THE FOLLOWING SUBPARAGRAPH (3) WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

c. Invoice Payment -- NTIS Processed Invoices

Invoices/Financing Requests shall refer to the Interagency Agreement No. _____ between NLM and NTIS. NLM will verify each invoice/financing request and forward it to NTIS which will be responsible for paying the Contractor based on the verified invoice submitted to NTIS by NLM. Inquiries regarding payment of invoices by NTIS should be directed to the Contracting Officer's Representative.
Payments under this contract will be due on the **twenty-ninth** calendar day (**thirtieth** calendar day for a completion or final invoice) after the Contracting Officer approves the invoice for payment.

For purposes of determining the due date for payment, and for no other purpose, approval by the Contracting Officer will be deemed to occur on the **sixteenth** calendar day (**thirtieth** calendar day for completion or final invoice) after the later of:

a. The date of actual receipt of a proper invoice, or
b. The date the supplies, services, technical or other reports are accepted by the Government.

If the supplies, services, technical or other reports are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph (b) above will apply to the new delivery of replacement supplies and resubmission of a proper invoice.

The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System will be considered to be the date payment is made.

Invoices shall not be submitted more frequently than once per month.

193

**** (THE FOLLOWING CERTIFICATION IS OPTIONAL FOR USE AT THE CONTRACTING OFFICER'S DISCRETION EXCEPT FOR NCI OA (See below). NOTE: Fixed-Price Completion contracts do NOT apply here, however, Fixed-Price Level of Effort or Time & Material contracts are to be included when using this item.
FOR NCI OA: THE FOLLOWING IS **MANDATORY** FOR ALL EXTRAMURAL R&D CONTRACTS THAT REQUIRED THE SUBMISSION OF COST AND PRICING DATA.) ****

d. The Contractor shall include the following certification on every invoice for reimbursable costs incurred with Fiscal Year funds subject to HHSAR Clause 352.231-70, Salary Rate Limitation in SECTION I of this contract. For billing purposes, certified invoices are required for the billing period during which the applicable Fiscal Year funds were initially charged through the final billing period utilizing the applicable Fiscal Year funds:
"I hereby certify that the salaries charged in this invoice are in compliance with HHSAR Clause 352.231-70, Salary Rate Limitation in SECTION I of the above referenced contract."

194

****(USE BELOW FOR FIXED-PRICE SOLICITATIONS AND CONTRACTS.)****

ARTICLE G.8. INVOICE SUBMISSION

195

****(USE BELOW, WHEN THE NIH(RC)-2 WILL BE REQUIRED.)****

a. Invoice Instructions for NIH Fixed-Price Type Contracts, NIH(RC)-2, are attached and made part of this contract. The Contractor shall follow the attached instructions and submission procedures specified below to meet the requirements of a "proper invoice" pursuant to FAR Subpart 32.9, Prompt Payment.

196

**** (USE BELOW IN ALL SOLICITATIONS & CONTRACTS. EXCEPT NCI OA AND ORF.
ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:
Please Note: NIH/OFM will NOT accept any invoices postmarked and/or delivered in-person on/after December 1, 2020.

1. The Contractor shall submit invoice to the National Institutes of Health (NIH)/Office of Financial Management (OFM) via email at invoicing@nih.gov with a copy to the approving official, as directed below. The Contractor must follow step-by-step instructions as stated in the NIH/OFM Electronic Invoicing Instructions for NIH Contractors/Vendors , which is included as an attachment in Section J of this contract. The invoice shall be transmitted as an attachment via email to the address listed above in one of the following formats: Word, or Adobe Portable Document Format (PDF). The Contractor must submit only one invoice per email. Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your invoice unless specified elsewhere in the contract or requested by the Contracting Officer.

The Contractor shall submit a copy of the electronic invoice to the following Approving Official (Contracting Officer) and Contracting Officer's Representative:

Approving Official: Contracting Officer

Name- _____ Email Address- _____

Contracting Officer's Representative

Name- _____ Email Address- _____

For inquiries regarding the status of invoices, contact OFM Customer Service via email at ofm_customer_service@incontactemail.com or via phone at 301-496-6088. To send your inquiries via other available communication methods refer to the OFM Customer Service website at https://ofm.od.nih.gov/Pages/Customer-Service.aspx.

Note: The OFM Customer Service is open Eastern Standard Time Monday - Friday from 8:30 a.m. to 5:00 p.m. and is closed between 12:00 p.m. to 1:00 p.m.

197

**** (NCI OA Only: USE BELOW IN ALL SOLICITATIONS & CONTRACTS.
ADDITIONAL INSTRUCTIONS FOR COMPLETING THIS ITEM:

- Select the appropriate Central Point of Distribution.)****

1. The Contractor shall submit invoice to the National Institutes of Health (NIH)/Office of Financial Management (OFM) via email at invoicing@nih.gov with a copy to the approving official, as directed below. The Contractor must follow step-by-step instructions as stated in the NIH/OFM Electronic Invoicing Instructions for NIH Contractors/Vendors, which is included as an attachment in Section J of this contract. The invoice shall be transmitted as an attachment via email to the address listed above in one of the following formats: Word, or Adobe Portable Document Format (PDF). The Contractor must submit only one invoice per email. Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your invoice unless specified elsewhere in the contract or requested by the Contracting Officer.

   The Contractor shall submit a copy of the electronic invoice to the following Approving Official (Contracting Officer) and Contracting Officer's Representative:

Approving Official: Contracting Officer

Name- _____ Email Address- _____

Contracting Officer's Representative

Name- _____ Email Address- _____

For inquiries regarding the status of invoices, contact OFM Customer Service via email at ofm_customer_service@incontactemail.com or via phone at 301-496-6088. To send your inquiries via other available communication methods refer to the OFM Customer Service website at https://ofm.od.nih.gov/Pages/Customer-Service.aspx.

Note: The OFM Customer Service is open Eastern Standard Time Monday - Friday from 8:30 a.m. to 5:00 p.m. and is closed between 12:00 p.m. to 1:00 p.m.

One courtesy copy of the original invoice shall be submitted electronically as follows:

The Central Point of Distribution:

NCI OA Branch A - ncibranchainvoices@mail.nih.gov

NCI OA Branch B - ncibranchbinvoices@mail.nih.gov

NCI OA Branch C - ncibranchcinvoices@mail.nih.gov

NCI OA Branch D - ncibranchdinvoices@mail.nih.gov

NCI OA Branch E - ncibrancheinvoices@mail.nih.gov

NCI OA Branch F - ncibranchfinvoices@mail.nih.gov

Invoices shall be submitted in accordance with Electronic Invoicing Instructions for NIH Contractors/Vendors , which is included as an attachment in Section J of this contract.

198

****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.)****

1. The Contractor shall submit invoice to the National Institutes of Health (NIH)/Office of Financial Management (OFM) via email at invoicing@nih.gov with a copy to the approving official, as directed below. The Contractor must follow step-by-step instructions as stated in the NIH/OFM Electronic Invoicing Instructions for NIH Contractors/Vendors , which is included as an attachment in Section J of this contract. The invoice shall be transmitted as an attachment via email to the address listed above in one of the following formats: Word, or Adobe Portable Document Format (PDF). The Contractor must submit only **one** invoice per email. Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your invoice unless specified elsewhere in the contract or requested by the Contracting Officer.

   The Contractor shall submit a copy of the electronic invoice to the following Approving Official (Contracting Officer) and Contracting Officer's Representative:

   Approving Official: Contracting Officer

   Name- _____ Email Address- _____

   Contracting Officer's Representative

   Name- _____ Email Address- _____

   For inquiries regarding the status of invoices, contact OFM Customer Service via email at ofm_customer_service@incontactemail.com or via phone at 301-496-6088. To send your inquiries via other available communication methods refer to the OFM Customer Service website at https://ofm.od.nih.gov/Pages/Customer-Service.aspx .

   Note: The OFM Customer Service is open Eastern Standard Time Monday - Friday from 8:30 a.m. to 5:00 p.m. and is closed between 12:00 p.m. to 1:00 p.m.

   The Contractor shall submit one copy of the electronic invoice to the Office of Research Facilities (ORF) invoice processing email distribution mailbox: ORFOAInvoice3Way@mail.nih.gov . The Contractor will receive an automated email reply confirming that your invoice has been received for processing. If you do not receive an email notification within 24 hours, it indicates that we did not receive your invoice for processing. In which case double check (1) that your email contained the scanned attachment of your invoice and that (2) you sent it to our inbox at ORFOAInvoice3Way@mail.nih.gov . If you have any questions or concerns, please call the Intake Center at 301-402-0878.

199

****(USE BELOW IN ALL SOLICITATIONS & CONTRACTS (EXCEPT for NCI OA).

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

1. **Subparagraph a:** Insert the name of the applicable Office of Acquisition.
2. **Subparagraph d:** Select appropriate payment method from the Drop Down List. *[Note: Payment under a two-way match is processed after matching the award (contract/order) with the invoice. Generally, a two-way match will be used for contracts/orders that acquire services, where payment is not tied to specific deliverables. Payment under a three-way match is processed after matching the award (contract/order) with the invoice and evidence of receipt/acceptance entered into NBS. Generally, a three-way match will be used for contracts/orders that acquire supplies, where payment is tied to specific deliverables.]*
3. **Subparagraph f:** Use at the Contracting Officer's discretion when the Contract Title is not clearly identified on the face page of the Contract.
4. **Subparagraph g:** Use at the Contracting Officer's discretion when Contract Line Items are not clearly identified on the face page of the Contract.

For guidance on selecting the appropriate Invoice Matching Option, see https://nbrssprod.cit.nih.gov:8050/NBRSSDocs/Job_Aids/Acquisition/2 way 3 way match 8 20 07.doc)****

2. In addition to the requirements specified in FAR 32.905 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:

   a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is _____ .
   b. Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.
   c. DUNS or DUNS+4 Number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract and as registered in the Central Contractor Registration (CCR) database. If the Contractor does not have a valid DUNS number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer. Note: The Contractor shall not include TIN if it is a Social Security Number.
   d. Invoice Matching Option. This contract requires a [two-way/three-way] match.

e. Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.

f. The Contract Title is:

g. Contract Line Items as follows:

Line Item #	Line Item Description

200

****(NCI OA Only: USE BELOW IN ALL SOLICITATIONS & CONTRACTS.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

1. **Subparagraph d:** Select appropriate payment method from the Drop Down List. *[Note: Payment under a two-way match is processed after matching the award (contract/order) with the invoice. Generally, a two-way match will be used for contracts/orders that acquire services, where payment is not tied to specific deliverables. Payment under a three-way match is processed after matching the award (contract/order) with the invoice and evidence of receipt/acceptance entered into NBS. Generally, a three-way match will be used for contracts/orders that acquire supplies, where payment is tied to specific deliverables.]*
2. **Subparagraph f** : Use at the Contracting Officer's discretion when the Contract Title is not clearly identified on the face page of the Contract.
3. **Subparagraph g** : Use at the Contracting Officer's discretion when Contract Line Items are not clearly identified on the face page of the Contract.

For guidance on selecting the appropriate Invoice Matching Option, see https://nbrssprod.cit.nih.gov:8050/NBRSSDocs/Job_Aids/Acquisition/2 way 3 way match 8 20 07.doc .)****

2. In addition to the requirements specified in FAR 32.905 for a proper invoice, the Contractor shall include the following information on the face page of all payment requests:

a. Name of the Office of Acquisitions. The Office of Acquisitions for this contract is National Cancer Institute .

b. Federal Taxpayer Identification Number (TIN). If the Contractor does not have a valid TIN, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. *[Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer.

c. DUNS or DUNS+4 Number. The DUNS number must identify the Contractor's name and address exactly as stated in the contract and as registered in the Central Contractor Registration (CCR) database. If the Contractor does not have a valid DUNS number, it shall identify the Vendor Identification Number (VIN) on the payment request. The VIN is the number that appears after the Contractor's name on the face page of the contract. [*Note: A VIN is assigned to new contracts awarded on or after June 4, 2007, and any existing contract modified to include the VIN number.]* If the Contractor has neither a TIN, DUNS, or VIN, contact the Contracting Officer. Note: The Contractor shall not include TIN if it is a Social Security Number.

d. Invoice Matching Option. This contract requires a [two-way/three-way] match.

e. Unique Invoice Number. Each payment request must be identified by a unique invoice number, which can only be used one time regardless of the number of contracts or orders held by an organization.

f. The Contract Title is:

g. Contract Line Items as follows:

Line Item #	Line Item Description

201

****(USE BELOW IN ALL RFPs & CONTRACTS.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

1. **For R&D contracts** : Select phone number ending **6452** from the drop down box.
2. **For Non R&D contracts** : Select phone number ending **6088** from the drop down box.)

****

b. Inquiries regarding payment of invoices shall be directed to the designated billing office, (301) [496-6452/496-6088] .

202

**** (FOR NLM USE: INCLUDE THE FOLLOWING SUBPARAGRAPH (3) WHEN NTIS FUNDING, EITHER PARTIAL OR FULL, IS INVOLVED. NOTE: Call the NLM Budget Office for the current Interagency Agreement Number.) ****

c. Invoice Payment -- NTIS Processed Invoices

Invoices/Financing Requests shall refer to the Interagency Agreement No. _____ between NLM and NTIS. NLM will verify each invoice/financing request and forward it to NTIS which will be responsible for paying the Contractor based on the verified invoice submitted to NTIS by NLM. Inquiries regarding payment of invoices by NTIS should be directed to the Contracting Officer's Representative.
Payments under this contract will be due on the **twenty-ninth** calendar day (**thirtieth** calendar day for a completion or final invoice) after the Contracting Officer approves the invoice for payment.

For purposes of determining the due date for payment, and for no other purpose, approval by the Contracting Officer will be deemed to occur on the **sixteenth** calendar day (**thirtieth** calendar day for completion or final invoice) after the later of:

a. The date of actual receipt of a proper invoice, or
b. The date the supplies, services, technical or other reports are accepted by the Government.

If the supplies, services, technical or other reports are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph (b) above will apply to the new delivery of replacement supplies and resubmission of a proper invoice.

The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System will be considered to be the date payment is made.

Invoices shall not be submitted more frequently than once per month.

203

**** (THE FOLLOWING CERTIFICATION IS OPTIONAL FOR USE AT THE CONTRACTING OFFICER'S DISCRETION EXCEPT FOR NCI OA (See below). NOTE: Fixed-Price Completion contracts do NOT apply here, however, Fixed-Price Level of Effort or Time & Material contracts are to be included when using this item.

FOR NCI OA: THE FOLLOWING IS **MANDATORY** FOR ALL EXTRAMURAL R&D CONTRACTS THAT REQUIRED THE SUBMISSION OF COST AND PRICING DATA.) ****

d. The Contractor shall include the following certification on every invoice for reimbursable costs incurred with Fiscal Year funds subject to HHSAR Clause 352.231-70, Salary Rate Limitation in SECTION I of this contract. For billing purposes, certified invoices are required for the billing period during which the applicable Fiscal Year funds were initially charged through the final billing period utilizing the applicable Fiscal Year funds:
"I hereby certify that the salaries charged in this invoice are in compliance with HHSAR Clause 352.231-70, Salary Rate Limitation in SECTION I of the above referenced contract."

204

****(USE BELOW IN ANY COST-REIMBURSEMENT CONTRACT WHERE THE CONTRACTING OFFICER REQUIRES AN ADDITIONAL LEVEL OF DETAIL NOT PROVIDED IN THE INVOICE, e.g., when the RC-1 invoice is used instead of the RC-4. **DO NOT** USE THIS ARTICLE WITH NIH(RC)-4 OR WHEN SUBMISSION OF FINANCIAL/PERSONNEL REPORTING WILL BE REQUIRED AS AN ADVANCE UNDERSTANDING IN SECTION B.

ADDITIONAL INSTRUCTIONS FOR COMPLETING THIS ARTICLE:

1. **Subparagraph c.:** Select the appropriate report frequency from the Drop Down Lists.
2. **Subparagraph e.:** Make sure to include ALL expenditure categories for which reporting is required, on the NIH 2706 that is attached to the contract.

ARTICLE G.9. CONTRACT FINANCIAL REPORT

a. Financial reports on the attached Form NIH 2706, Financial Report of Individual Project/Contract, shall be submitted by the Contractor in accordance with the Instructions for Completing Form NIH 2706, which accompany the form, in an original and two copies, not later than the 30th working day after the close of the reporting period. The line entries for subdivisions of work and elements of cost (expenditure categories) which shall be reported within the total contract are discussed in paragraph e., below. Subsequent changes and/or additions in the line entries shall be made in writing.
b. Unless otherwise stated in that part of the Instructions for Completing Form NIH 2706, entitled " **PREPARATION INSTRUCTIONS** ," all columns A through J, shall be completed for each report submitted.
c. The first financial report shall cover the period consisting of the [First Full Calendar Month/First Full Three Calendar Months] following the date of the contract, in addition to any fractional part of the initial month. Thereafter, reports will be on a [Monthly/Quarterly] basis.
d. The Contracting Officer may require the Contractor to submit detailed support for costs contained in one or more interim financial reports. This clause does not supersede the record retention requirements in FAR Part 4.7.

e. The listing of expenditure categories to be reported is incorporated within the Attachment entitled, "Financial Report of Individual Project/Contract, NIH 2706," located in SECTION J and made a part of this contract.
f. The Government may unilaterally revise the NIH 2706 to reflect the allotment of additional funds.

205

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.)****

ARTICLE G.10. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (December 2013)

a. Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
b. The acceleration of payments under this clause does not provide any new rights under the prompt Payment Act.
c. Include the substance of this clause, include this paragraph c, in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

206

****(USE BELOW IN COST-REIMBURSEMENT SOLICITATIONS AND CONTRACTS TO BE AWARDED TO PROFIT MAKING ORGANIZATIONS.

ADDITIONAL INSTRUCTIONS FOR COMPLETING THIS ARTICLE:

- Substitute the Name & Address of the cognizant audit agency, below, if it is NOT DFAS.)****

ARTICLE G.11. INDIRECT COST RATES

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7 (d)(2), Allowable Cost and Payment incorporated by reference in this contract in PART II, SECTION I, the cognizant Contracting Officer representative responsible for negotiating provisional and/or final indirect cost rates is identified as follows:

Director, Division of Financial Advisory Services
Office of Acquisition Management and Policy
National Institutes of Health
6011 EXECUTIVE BLVD, ROOM 549C, MSC-7663
BETHESDA MD 20892-7663

These rates are hereby incorporated without further action of the Contracting Officer.

207

****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT WILL INVOLVE CONTRACTOR STAFF WORKING AT A GOVERNMENT SITE OR INSTALLATION AND USING GOVERNMENT PROPERTY.)****

ARTICLE G.12. ON-SITE CONTRACTOR ACCESS TO GOVERNMENT PROPERTY

The Contractor shall be held responsible for Government Property, regardless of dollar value, when:

- The contract requires contractor personnel to be located on a Government site or installation;
- The property utilized by contractor personnel is incidental to the place of performance; and,
- The property used by the contractor remains accountable to the Government

Responsibility includes physical presence, proper use and handling, normal maintenance, and reporting loss, damage or destruction.

Responsibility for government property shared by two or more contractors or located in space shared by two or more contractors, shall be determined and documented by the contractors involved. In cases where the parties cannot reach agreement on shared responsibility, the matter will be referred to the NIH Property Officer for resolution.

208

****(USE BELOW AS DEEMED APPROPRIATE AND NECESSARY BY THE CONTRACTING OFFICER.)****

ARTICLE G.13. GOVERNMENT PROPERTY

209

****(USE BELOW IN ALL CONTRACTS THAT INCLUDE THE GOVERNMENT PROPERTY ARTICLE.)****

In addition to the requirements of the clause, GOVERNMENT PROPERTY, incorporated in SECTION I of this contract, the Contractor shall comply with the provisions of HHS Publication, "HHS Contracting Guide for Contract of Government Property," which is incorporated into this contract by reference. This document can be accessed at:
http://oamp.od.nih.gov/sites/default/files/appendix_q_hhs_contracting_guide.pdf .
Among other issues, this publication provides a summary of the Contractor's responsibilities regarding purchasing authorizations and inventory and reporting requirements under the contract.

Requests for information regarding property under this contract should be directed to the following office:

Division of Logistics Services, NIH
Property Management Branch
6011 Building, Suite 639
6011 EXECUTIVE BLVD MSC 7670
BETHESDA MD 20892-7670
nihcontractproperty@nih.gov

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****(USE IN ALL CONTRACTS THAT WILL INCLUDE THE GOVERNMENT PROPERTY ARTICLE)****

Notwithstanding the provisions outlined in the HHS Publication, "HHS Contracting Guide for Contract of Government Property," which is incorporated in this contract in paragraph a. above, the Contractor shall use the form entitled, "Report of Government Owned, Contractor Held Property" for submitting summary reports required under this contract, as directed by the Contracting Officer or his/her designee. This form is included as an attachment in SECTION J of this contract.

211

****(THIS IS ONE OF SEVERAL PROPERTY SCHEDULES. SELECT THE PARAGRAPH c. WHICH IS MOST APPROPRIATE FOR THE INDIVIDUAL CONTRACT SITUATION.)****

Contractor-Acquired Government Property - Schedule I-A

Pursuant to the clause, GOVERNMENT PROPERTY, incorporated in this contract, the Contractor is hereby authorized to acquire the property listed in the attached Schedule I-A for use in direct performance of the contract. Schedule I-A is included as an attachment in SECTION J of this contract.

212

****(THIS IS ONE OF SEVERAL PROPERTY SCHEDULES. SELECT THE PARAGRAPH c. WHICH IS MOST APPROPRIATE FOR THE INDIVIDUAL CONTRACT SITUATION.)****

Contractor-Acquired Government Property - Schedule I-B

Pursuant to the clause, GOVERNMENT PROPERTY, incorporated in this contract, the Contractor will be authorized to acquire the property listed in the attached Schedule I-B for use in direct performance of the contract, following receipt of the Contracting Officer's written approval, based on contractor-furnished prices and evidence of competition. Schedule I-B is included as an attachment in SECTION J of this contract.

213

****(THIS IS ONE OF SEVERAL PROPERTY SCHEDULES. SELECT THE PARAGRAPH c. WHICH IS MOST APPROPRIATE FOR THE INDIVIDUAL CONTRACT SITUATION.)****

Government Furnished Property - Schedule II-A

Pursuant to the clause, GOVERNMENT PROPERTY, incorporated in this contract, the Contractor is hereby authorized to retain custody of the property listed in the attached Schedule II-A for use in direct performance of this contract. Accountability for the items listed in Schedule II-A is hereby transferred to this contract from predecessor Contract No. _____ , under which these items were provided by the Government. Title to this property shall remain in the Government. Schedule II-A is included as an attachment in SECTION J of this contract.

214

****(THIS IS ONE OF SEVERAL PROPERTY SCHEDULES. SELECT THE PARAGRAPH c. WHICH IS MOST APPROPRIATE FOR THE INDIVIDUAL CONTRACT SITUATION.)****

Property Acquired Under Predecessor Contract - Schedule II-A

Pursuant to the clause, GOVERNMENT PROPERTY, incorporated in this contract, the Contractor is hereby authorized to retain custody of all Government Property acquired or furnished under predecessor Contract No. _____ for use in direct performance of this contract. Accountability for the items is hereby authorized to be transferred to this contract from the predecessor contract. Upon completion of each contract, the Contractor agrees to furnish to the Contracting Officer, without delay, the inventory schedule covering all Government Property furnished or acquired for use in the performance of the predecessor contract as provided by the clause, GOVERNMENT PROPERTY, of that contract and the instructions contained in HHS Publication entitled, "HHS Contracting Guide for Contract of Government Property." Schedule II-A is included as an attachment in SECTION J of this contract.

215

****(THIS IS ONE OF SEVERAL PROPERTY SCHEDULES. SELECT THE PARAGRAPH c. WHICH IS MOST APPROPRIATE FOR THE INDIVIDUAL CONTRACT SITUATION.)****

Government Furnished Property - Schedule II-B

Pursuant to the clause, GOVERNMENT PROPERTY, incorporated in this contract, the Government [Agrees to Furnish/Has Furnished] to the Contractor for use in direct performance of the contract, the items listed in Schedule II-B, included as an attachment in SECTION J of this contract.

216

****(THIS IS ONE OF SEVERAL PROPERTY SCHEDULES TO BE USED IF THE CO DETERMINES THE CONTRACT IS FOR SCIENTIFIC RESEARCH WITH AN EDUCATIONAL INSTITUTION **OR** WITH A NON-PROFIT ORGANIZATION WHOSE PRIMARY PURPOSE IS THE CONDUCT OF SCIENTIFIC RESEARCH, SELECT THE PARAGRAPH c. WHICH IS MOST APPROPRIATE FOR THE INDIVIDUAL CONTRACT SITUATION.)****

Contractor-Acquired Government Property - Schedule I-A

Pursuant to the clause, GOVERNMENT PROPERTY, incorporated in this contract, the Contractor is hereby authorized to acquire the property listed in the attached Schedule I-A for use in direct performance of the contract. This contract is for scientific research and is with a nonprofit institution whose primary purpose is the conduct of scientific research. Therefore, in accordance with the clause, GOVERNMENT PROPERTY, ALTERNATE II, title to equipment having an acquisition cost of less than $5,000 shall vest in the Contractor and title to equipment having an acquisition cost of $5,000 or more purchased with funds made available under the contract shall vest in the Contractor subject to the provisions of the clause, GOVERNMENT PROPERTY, ALTERNATE II; provided that the Government may direct transfer of the title to the Government or to a third party within twelve months after completion or termination of the contract. The transfer of title to such equipment to the Government or to a third party shall not be the basis for any claim against the Government by the Contractor. Schedule I-A is included as an attachment in SECTION J of this contract.

217

****(THIS IS ONE OF SEVERAL PROPERTY SCHEDULES TO BE USED IF THE CO DETERMINES THE CONTRACT IS FOR SCIENTIFIC RESEARCH WITH AN EDUCATIONAL INSTITUTION **OR** WITH A NON-PROFIT ORGANIZATION WHOSE PRIMARY PURPOSE IS THE CONDUCT OF SCIENTIFIC RESEARCH, SELECT THE PARAGRAPH c. WHICH IS MOST APPROPRIATE FOR THE INDIVIDUAL CONTRACT SITUATION.)****

Contractor-Acquired Government Property - Schedule I-A

Pursuant to the clause, GOVERNMENT PROPERTY, incorporated in this contract, the Contractor is hereby authorized to acquire the property listed in the attached Schedule I-A for use in direct performance of the contract. This contract is for scientific research and is with a nonprofit institution whose primary purpose is the conduct of scientific research. Therefore, in accordance with the clause, GOVERNMENT PROPERTY, ALTERNATE II, title to equipment having an acquisition cost of less than $5,000 purchased with funds available under the contract shall vest in the Contractor and title to equipment having an acquisition cost of $5,000 or more shall vest in the Government. Schedule I-A is included as an attachment in SECTION J of this contract.

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****(THIS IS ONE OF SEVERAL PROPERTY SCHEDULES TO BE USED IF THE CO DETERMINES THE CONTRACT IS FOR SCIENTIFIC RESEARCH WITH AN EDUCATIONAL INSTITUTION **OR** WITH A NON-PROFIT ORGANIZATION WHOSE PRIMARY PURPOSE IS THE CONDUCT OF SCIENTIFIC RESEARCH, SELECT THE PARAGRAPH c. WHICH IS MOST APPROPRIATE FOR THE INDIVIDUAL CONTRACT SITUATION.)****

Contractor-Acquired Government Property - Schedule I-B

Pursuant to the clause, GOVERNMENT PROPERTY, incorporated in this contract, the Contractor is hereby authorized to acquire the property listed in the attached Schedule I-B for use in direct performance of the contract, on receipt of the Contracting Officer's written approval, based on contractor-furnished prices and evidence of competition. This contract is for scientific research and is with a nonprofit institution whose primary purpose is the conduct of scientific research. Therefore, in accordance with the clause, GOVERNMENT PROPERTY, ALTERNATE II, title to equipment having an acquisition cost of less than $5,000 shall vest in the Contractor, and title to equipment having an acquisition of $5,000 or more purchased with funds made available under the contract shall vest in the Contractor subject to the provisions of the clause, GOVERNMENT PROPERTY, ALTERNATE II; provided that the Government may direct transfer of the title to the Government or to a third party within twelve months after completion or termination of the contract. The transfer of title to such equipment to the Government or to a third party shall not be the basis for any claim against the Government by the Contractor. Schedule I-B is included as an attachment in SECTION J of this contract.

219

****(THIS IS ONE OF SEVERAL PROPERTY SCHEDULES TO BE USED IF THE CO DETERMINES THE CONTRACT IS FOR SCIENTIFIC RESEARCH WITH AN EDUCATIONAL INSTITUTION **OR** WITH A NON-PROFIT ORGANIZATION WHOSE PRIMARY PURPOSE IS THE CONDUCT OF SCIENTIFIC RESEARCH, SELECT THE PARAGRAPH c. WHICH IS MOST APPROPRIATE FOR THE INDIVIDUAL CONTRACT SITUATION.)****

Contractor-Acquired Government Property - Schedule I-B

Pursuant to the clause, GOVERNMENT PROPERTY, incorporated in this contract, the Contractor is hereby authorized to acquire the property listed in the attached Schedule I-B for use in direct performance of the contract, following receipt of the Contracting Officer's written approval, based on contractor-furnished prices and evidence of competition. This contract is for scientific research and is with a nonprofit institution whose primary purpose is the conduct of scientific research. Therefore, in accordance with the clause, GOVERNMENT PROPERTY, ALTERNATE II, title to equipment having an acquisition cost of less than $5,000 purchased with funds available under the contract shall vest in the Contractor and title to equipment having an acquisition cost of $5,000 or more shall vest in the Government. Schedule I-B is included as an attachment in SECTION J of this contract.

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****(EXCEPT AS NOTED BELOW, INCLUDE THE FOLLOWING ARTICLE IN: 1) ALL SOLICITATIONS AND CONTRACTS OVER THE SIMPLIFIED ACQUISITION THRESHOLD; 2) ORDERS, OVER THE SIMPLIFIED ACQUISITION THRESHOLD, PLACED AGAINST FEDERAL SUPPLY SCHEDULES, AND; 3) OTHER AGENCY CONTRACTS, SUCH AS GWACs AND MACs.

- **FOR CONSTRUCTION CONTRACTS:** INCLUDE IN SOLICITATIONS AND CONTRACTS OF $650,000 OR MORE. USE OF THIS ARTICLE IN CONSTRUCTION SOLICITATIONS AND CONTRACTS BELOW $650,000 IS OPTIONAL.
- **FOR ARCHITECT-ENGINEER SERVICES:** INCLUDE IN SOLICITATIONS AND CONTRACTS OF $30,000 OR MORE. USE OF THIS ARTICLE IN A&E SOLICITATIONS AND CONTRACTS BELOW $30,000 IS OPTIONAL.

Note: *COs shall not evaluate performance for contracts awarded under FAR Subpart 8.7., Acquisition from Nonprofit Agencies Employing People Who Are Blind or Severely Disabled. For additional information regarding preparation past performance evaluations, see FAR 42.1502 .*

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ARTICLE:

- **Subparagraph a:**
  - **Contracts or Orders with a Period of Performance (Including Options) exceeding one year** - An Interim evaluation must be conducted at least at 12-month intervals after award. Insert dates as required.
  - **Contracts or Orders with a Period of Performance of one year or less** - The Contracting Officer may determine that Interim evaluations are not required. In this case, both paragraphs in subparagraph a. need to be modified to remove the requirement for Interim evaluations.)****

ARTICLE G.14. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

a. Contractor Performance Evaluations

Interim and Final evaluations of Contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. The Final performance evaluation will be prepared at the time of completion of work. In addition to the Final evaluation, Interim evaluation(s) will be prepared Annually as follows on _____ [Insert Dates].

Interim and Final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors may access evaluations through a secure Web site for review and comment at the following address:

http://www.cpars.gov

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****(INCLUDEBELOW IN ALL SOLICITATIONS AND CONTRACTS.)****

SECTION H - SPECIAL CONTRACT REQUIREMENTS

222

****(USE IN ALL SOLICITATIONS, CONTRACTS AND ORDERS INVOLVING HUMAN SUBJECTS.)****

ARTICLE H.1. PROTECTION OF HUMAN SUBJECTS, HHSAR 352.270-4(b) (December 2015)

a. The Contractor agrees that the rights and welfare of human subjects involved in research under this contract shall be protected in accordance with 45 CFR part 46 and with the Contractor's current Federal-wide Assurance (FWA) on file with the Office for Human Research Protections (OHRP), Department of Health and Human Services. The Contractor further agrees to provide certification at least annually that the Institutional Review Board has reviewed and approved the procedures, which involve human subjects in accordance with 45 CFR part 46 and the Assurance of Compliance.
b. The Contractor shall bear full responsibility for the performance of all work and services involving the use of human subjects under this contract and shall ensure that work is conducted in a proper manner and as safely as is feasible. The parties hereto agree that the Contractor retains the right to control and direct the performance of all work under this contract. Nothing in this contract shall create an agency or employee relationship between the Government and the Contractor, or any subcontractor, agent or employee of the Contractor, or any other person, organization, institution, or group of any kind whatsoever. The Contractor agrees that it has entered into this contract and will discharge its
obligations, duties, and undertakings and the work pursuant thereto, whether requiring professional judgment or otherwise, as an independent Contractor without creating liability on the part of the Government for the acts of the Contractor or its employees.
c. Contractors involving other agencies or institutions in activities considered to be engaged in research involving human subjects must ensure that such other agencies or institutions obtain their own FWA if they are routinely engaged in research involving human subjects or ensure that such agencies or institutions are covered by the Contractors' FWA via designation as agents of the institution or via individual investigator agreements (see OHRP Website at: http://www.hhs.gov/ohrp/policy/guidanceonalternativetofwa.pdf).
d. If at any time during the performance of this contract the Contractor is not in compliance with any of the requirements and or standards stated in paragraphs (a) and (b) above, the Contracting Officer may immediately suspend, in whole or in part, work and further payments under this contract until the Contractor corrects the noncompliance. The Contracting Officer may communicate the notice of suspension by telephone with confirmation in writing. If the Contractor fails to complete corrective action within the period of time designated in the Contracting Officer's written notice of suspension, the Contracting Officer may, after consultation with OHRP, terminate this contract in whole or in part.
e.
(End of clause)

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****(USE BELOW, WHEN RESEARCH INVOLVING HUMAN SUBJECTS IS NOT TO BE CONDUCTED UNDER THE CONTRACT. **Note:** *There is no legal objection to the restriction imposed by the phrase "..., or any subsequent modification of such material,..." contained in this provision. However, inclusion of this phrase is NOT a requirement. Therefore, this language may be modified based on negotiations and/or Contracting Officer's discretion* .)****

ARTICLE H.2. HUMAN SUBJECTS

It is hereby understood and agreed that research involving human subjects shall not be conducted under this contract, and that no material developed, modified, or delivered by or to the Government under this contract, or any subsequent modification of such material, will be used by the Contractor or made available by the Contractor for use by anyone other than the Government, for experimental or therapeutic use involving humans without the prior written approval of the Contracting Officer.

224

****(THE FOLLOWING MAY BE USED FOR CLINICAL TRIALS OR SIMILAR STUDIES WHERE PROTOCOLS WILL BE PERFORMED AFTER 1st PHASE OF THE STUDY/CONTRACT. **Note for Contracts** *: This should be used only for contractors who have a multiple project assurance or already received the single project assurance from OHRP. Single Project Assurances which have not yet obtained prior approval from OHRP before contract award will require the use of restricted language contained in the NEXT Item* .)****

ARTICLE H.3. HUMAN SUBJECTS

Research involving human subjects shall not be conducted under this contract until the protocol developed in Phase I has been approved by _____ (INSERT IC), written notice of such approval has been provided by the Contracting Officer, and the Contractor has provided to the Contracting Officer a properly completed "Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption", Form OMB No. 0990-0263 (formerly Optional Form 310) certifying IRB review and approval of the protocol. The human subject certification can be met by submission of the Contractor's self designated form, **provided** that it contains the information required by the "Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption", Form OMB No. 0990-0263 (formerly Optional Form 310).

When research involving Human Subjects will take place at collaborating sites or other performance sites, the Contractor shall obtain, and keep on file, a properly completed "Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption", Form OMB No. 0990-0263 (formerly Optional Form 310) certifying IRB review and approval of the research.

225

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR RESEARCH INVOLVING HUMAN SUBJECTS. **Note:** *It is anticipated that this NIH Policy will be superseded by DHHS ORI's institutional assurance once this requirement has been incorporated* .)****

ARTICLE H.4. REQUIRED EDUCATION IN THE PROTECTION OF HUMAN RESEARCH PARTICIPANTS

NIH policy requires education on the protection of human subject participants for all investigators receiving NIH contract awards for research involving human subjects. For a complete description of the NIH Policy announcement on required education in the protection of human subject participants, the Contractor should access the NIH Guide for Grants and Contracts Announcement dated June 5, 2000 at the following website:

http://grants.nih.gov/grants/guide/notice-files/NOT-OD-00-039.html .

The information below is a summary of the NIH Policy Announcement:

The Contractor shall maintain the following information: (1) a list of the names and titles of the principal investigator and any other individuals working under the contract who are responsible for the design and/or conduct of the research; (2) the title of the education program(s) in the protection of human subjects that has been completed for each named personnel and; (3) a one sentence description of the educational program(s) listed in (2) above. This requirement extends to investigators and all individuals responsible for the design and/or conduct of the research who are working as subcontractors or consultants under the contract.

Prior to any substitution of the Principal Investigator or any other individuals responsible for the design and/or conduct of the research under the contract, the Contractor shall provide the following written information to the Contracting Officer: the title of the education program and a one sentence description of the program that has been completed by the replacement.

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****(USE BELOW IN CONTRACTS AND ORDERS IF THE CONTRACTORS HAS AN APPROVED FWA OF COMPLIANCE IN PLACE, BUT CANOT CERTIFY PRIOR TO AWARD THAT AN IRB REGISTERED WITH OHRP REVIEWED AND APPROVED THE RESEARCH. See HHSAR 370.304(b) for more information.)****

ARTICLE H.5. RESTRICTION ON USE OF HUMAN SUBJECTS, HHSAR 352.270-6 (December 2015)

Pursuant to 45 CFR part 46, Protection of Human Research Subjects, the Contractor shall not expend funds under this award for research involving human subjects or engage in any human subjects research activity prior to the Contracting Officer's receipt of a certification that the research has been reviewed and approved by the Institutional Review Board (IRB) registered with OHRP. This restriction applies to all collaborating sites, whether domestic or foreign, and subcontractors. The Contractor must ensure compliance by collaborators and subcontractors.

(End of clause)

227

****(USE BELOW FOR CLINICAL TRIALS.

ADDITIONAL INFORMATION TO COMPLETE THIS ARTICLE:

- **Last (4th) Paragraph:**
  - **For Contracts:** Select the appropriate wording from the Drop Down List. Note: Phase III Clinical Trials generally require both a DSMB and a Plan. Phase I and Phase II Clinical Trials generally require only a Plan.
  - **For RFPs:** Select "Board and/or Plan" from the Drop Down List.)****

ARTICLE H.6. DATA AND SAFETY MONITORING IN CLINICAL TRIALS

The Contractor is directed to the full text of the NIH Policy regarding Data and Safety Monitoring and Reporting of Adverse Events, which may be found at the following web sites:

http://grants.nih.gov/grants/guide/notice-files/not98-084.html
http://grants.nih.gov/grants/guide/notice-files/not99-107.html
http://grants.nih.gov/grants/guide/notice-files/NOT-OD-00-038.html

The Contractor must comply with the NIH Policy cited in these NIH Announcements and any other data and safety monitoring requirements found elsewhere in this contract.

Data and Safety Monitoring shall be performed in accordance with the approved Data and Safety Monitoring Plan.

The Data and Safety Monitoring [Board/Plan/Board and Plan/Board and/or Plan] shall be established and approved prior to beginning the conduct of the clinical trial.

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****(FOR NHLBI: USE IN CONTRACTS AND RFPs WHEN THE NHLBI WILL ESTABLISH A DSMB OR AN OSMB)****

ARTICLE H.7. DATA AND SAFETY MONITORING IN CLINICAL TRIALS AND EPIDEMIOLOGICAL STUDIES

For informational purposes, the Contractor is directed to the full text of the NHLBI policies regarding Data and Safety Monitoring Boards (DSMBs) and Observational Study Monitoring Boards (OSMBs), which may be found at:

https://www.nhlbi.nih.gov/grants-and-training/policies-and-guidelines/nhlbi-policy-data-and-safety-monitoring-extramural-clinical-studies

1. Establishing Data and Safety Monitoring Boards and Observational Study Monitoring Boards.
2. Data Quality Assurance in Clinical Trials and Observational Studies-Guidelines.
3. Responsibilities of DSMBs Appointed by the NHLBI.
4. Responsibilities of OSMBs Appointed by the NHLBI.

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT INCLUDE NIH-FUNDED CLINICAL TRIALS.)

NIH Policy on "Good Clinical Practice Training for NIH Awardees Involved in NIH-Funded Clinical Trails" can be found at https://grants.nih.gov/grants/guide/notice-files/NOT-OD-16-148.html

ARTICLE H.8. GOOD CLINICAL PRACTICE TRAINING FOR NIH AWARDEES INVOLVED IN NIH-FUNDED CLINICAL TRIALS

All NIH-funded investigators and staff who are involved in the conduct, oversight, or management of clinical trials should be trained in Good Clinical Practice (GCP), consistent with principles of the International Conference on Harmonisation (ICH) E6 (R2). GCP training may be achieved through a class or course, academic training program, or certification from a recognized clinical research professional organization. GCP training should be refreshed at least every three years to remain current with regulations, standards and guidelines. The Contractor shall provide completion of training documentation to the Contracting Officer's Representative (COR).

Investigator: The individual responsible for the conduct of the clinical trial at a trial site. If a clinical trial is conducted by a team of individuals at a trial site, the investigator is the responsible leader of the team and may be called the principal investigator.

Clinical Trial Staff: Individuals, identified by the investigator, who are responsible for study coordination, data collection and data management. Clinical trial staff may also be called the research coordinator, study coordinator, research nurse, study nurse or sub-investigator.

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT INCLUDE WHOLLY OR PARTIALLY NIH-FUNDED CLINICAL TRIALS)
A clinical trial that uses NIH-supported infrastructure but **does not** receive NIH funds to support its conduct is not subject to the NIH policy on the Dissemination of NIH-Funded Clinical Trial Information.

ARTICLE H.9. CLINICAL TRIAL REGISTRATION AND RESULTS INFORMATION SUBMISSION

The Contractor conducting clinical trials, funded wholly or partially through the NIH extramural and intramural programs, shall ensure that its NIH-funded clinical trials are registered at, and summary results information is submitted to, www.clinicaltrials.gov for public posting. See NIH Guide Notice NOT-OD-16-149 dated September 16, 2016.
All NIH-funded clinical trials shall be registered and results information submitted to www.clinicaltrials.gov regardless of study phase, type of intervention, or whether they are subject to the regulation 42 CFR Part 11. Clinical trials subject to the regulation are called "applicable clinical trials."
The Contractor must submit a plan with its proposal to meet the regulatory requirements of the dissemination of information of NIH-funded Clinical Trials. The Contractor and investigators are required to comply with all terms and conditions of award, including following their acceptable plan for the dissemination of NIH-funded clinical trial information.
The Contractor must register all NIH-funded clinical trials in www.clinicaltrials.gov not later than 21 calendar days after the enrollment of the first participant. Results information from those trials must be submitted not later than one year after the trial's primary completion date. Submission of results information can be delayed in certain circumstances for up to two additional years for trials of products regulated by the FDA that are unapproved, unlicensed, or uncleared or for trials of products for which approval, licensure, or clearance of a new use is being sought. The Contractor shall include

the trial registration number (NCT number) in the Technical Progress Report covering the period in which registration occurred, and as a standalone notification to the Contracting Officer within ten (10) calendar days of the registration. Each NIH-funded clinical trial must have only one entry in ClinicalTrials.gov that contains its registration and results information
The Contractor shall include a specific statement in all informed consent documents relating to posting of clinical trials information to www.clinicaltrials.gov . The responsibilities of the Contractor will fall within one of the following three categories:

1. If the NIH-funded clinical trial is an applicable clinical trial under the regulation and the Contractor is the responsible party, the Contractor will ensure that all regulatory requirements are met.
2. If the NIH-funded clinical trial is an applicable clinical trial under the regulation but the Contractor is not the responsible party, the Contractor will coordinate with the responsible party to ensure that all regulatory requirements are met.
3. If the NIH-funded clinical trial is not an applicable clinical trial under the regulation, the Contractor will be responsible for carrying out the tasks and meeting the timelines described in regulation. Such tasks include registering the clinical trial in ClinicalTrials.gov and submitting results information to ClinicalTrials.gov.

Failure to comply with the terms and conditions of the award may provide a basis for enforcement actions. Identifying clinical trial record as non-compliant in ClinicalTrials.gov may lead to termination, consistent with 45 CFR 75.371 and/or other authorities, as appropriate. If the NIH-funded clinical trial is also an applicable clinical trial, non-compliance with the requirements specified in 42 USC 282(j) and 42 CFR Part 11 may also lead to the actions described in 42 CFR 11.66.

The Contracting Officer may take one or more of the following enforcement actions, if the Contractor fails to provide evidence of compliance within 30 days.

- Temporary withhold payments pending correction of the deficiency;
- Disallow all or part of the cost of the activity or action not in compliance;
- Wholly or partly suspend or terminate the contract award;
- Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and HHS awarding regulations at 2 CFR part 376;
- Withhold further awards for the project and program;
- Take other remedies that may be legally available.

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT INCLUDE WHOLLY OR PARTIALLY FUNDED NIH-FUNDED CLINICAL TRIALS)
Note:
Contractor submits clinical trial information dissemination plan in the proposal.

- If plan is not acceptable, CO work with the Contractor to obtain an acceptable plan.
- If Contractor cannot provide an acceptable plan, the award cannot be made.

Once accepted, the plan is incorporated as a term and condition of award.

ARTICLE H.10. CLINICAL TRIAL REGISTRATION AND RESULTS INFORMATION SUBMISSION PLAN

The special terms and conditions in the Contract Award that include a clinical trial:

1. The clinical trial(s) supported by this award is subject to the plan dated [DATE] submitted to NIH and the NIH policy on Dissemination of NIH-Funded Clinical Trial Information. The plan must state that the clinical trial(s) funded by this award will be registered in ClinicalTrials.gov not later than 21 calendar days after enrollment of the first participant. The plan also must state that primary summary results shall be reported in ClinicalTrials.gov, including adverse event information, not later than one year after the primary completion date of the trial. The reporting of summary results is required by this term of award.
2. This award is subject to reporting requirements with each submission of the annual report. Contractor shall agree to the following annual certification. By affirming this annual certification:

The Contractor hereby certifies that all investigators conducting NIH-funded clinical trials under the NIH contract number _____ are in compliance with the Contractor's plan addressing compliance with the NIH policy on Dissemination of NIH-Funded Clinical Trial Information. Any clinical trial funded wholly or partially under this award has been registered in ClinicalTrials.gov or will be registered not later than 21 calendar days after enrollment of the first participant. Primary summary results have been submitted to ClinicalTrials.gov or will be submitted not later than one year after the primary completion date of the trial.

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****(USE INSTRUCTIONS BELOW IN SOLICITATIONS AND CONTRACTS THAT INCLUDE BIOMEDICAL, BEHAVIORAL, CLINICAL OR OTHER RESEARCH IN WHICH IDENTIFIABLE, SENSITIVE INFORMATION IS COLLECTED OR USED (INCLUDING RESEARCH ON MENTAL HEALTH AND RESEARCH ON THE USE AND EFFECT OF ALCOHOL AND OTHER PSYCHOACTIVE DRUGS).

ARTICLE H.11. CERTIFICATE OF CONFIDENTIALITY

Section 2012 of the 21st Century Cures Act, enacted December 13, 2016, enacts new provisions governing the authority of the Secretary of Health and Human Services (Secretary) to protect the privacy of individuals who are the subjects of research, including significant amendments to the previous statutory authority for such protections, under subsection 301(d) of the Public Health Service Act.

Effective October 1, 2017, all research that was commenced or ongoing on or after December 13, 2016 and is within the scope of the NIH Policy for Issuing Certificate of Confidentiality (CoC) NOT-OD-17-109, the Contractor shall protect the privacy of individuals who are subjects of such research in accordance with subsection 301(d) of the Public Health Service Act as a term and condition of the contract. The certificate will not be issued as a separate document.

NIH considers research in which identifiable, sensitive information is collected or used, to include:

- Human subjects research as defined in the Federal Policy for the Protection of Human Subjects (45 CFR 46), including exempt research (except for human subjects' research that is determined to be exempt from all or some of the requirements of 45 CFR 46) if the information obtained is recorded in such a manner that human subjects cannot be identified or the identity of the human subjects cannot readily be ascertained, directly or through identifiers linked to the subjects;
- Research involving the collection or use of biospecimens that are identifiable to an individual or for which there is at least a very small risk that some combination of the biospecimen, a request for

the biospecimen, and other available data sources could be used to deduce the identity of an individual;

- Research that involves the generation of individual level, human genomic data from biospecimens, or the use of such data, regardless of whether the data is recorded in such a manner that human subjects can be identified or the identity of the human subjects can readily be ascertained as defined in the Federal Policy for the Protection of Human Subjects (45 CFR 46); or
- Any other research that involves information about an individual for which there is at least a very small risk, as determined by current scientific practices or statistical methods, that some combination of the information, a request for the information, and other available data sources could be used to deduce the identity of an individual, as defined in subsection 301(d) of the Public Health Service Act.

The Contractor shall not:

- Disclose or provide, in any Federal, State, or local civil, criminal, administrative, legislative, or other proceeding, the name of such individual or any such information, document, or biospecimen that contains identifiable, sensitive information about the individual and that was created or compiled for purposes of the research, unless such disclosure or use is made with the consent of the individual to whom the information, document, or biospecimen pertains; or
- Disclose or provide to any other person not connected with the research the name of such an individual or any information, document, or biospecimen that contains identifiable, sensitive information about such an individual and that was created or compiled for purposes of the research.

The Contractor is permitted to disclose only in below circumstances. The Contractor shall notify the CO minimum ten (10) calendar days prior to disclosure.

- Required by Federal, State, or local laws (e.g., as required by the Federal Food, Drug, and Cosmetic Act, or state laws requiring the reporting of communicable diseases to State and local health departments), excluding instances of disclosure in any Federal, State, or local civil, criminal, administrative, legislative, or other proceeding;
- Necessary for the medical treatment of the individual to whom the information, document, or biospecimen pertains and made with the consent of such individual;
- Made with the consent of the individual to whom the information, document, or biospecimen pertains; or
- Made for the purposes of other scientific research that is in compliance with applicable Federal regulations governing the protection of human subjects in research.

In accordance with 45 CFR Part 75.303(a), the contractor shall maintain effective internal controls (e.g., policies and procedures) that provide reasonable assurance that the award is managed in compliance with Federal Statutes and regulations.

The recipient of CoCs shall ensure that any company/institution/individual not funded by NIH who receives a copy of identifiable, sensitive information protected by a Certificate is subject to the requirements of subsection 301(d) of the Public Health Service Act. The Contractor shall ensure that Subcontractors who receive funds to carry out part of the Federal award are subject to subsection 301(d) of the Public Health Service Act and the NIH Policy for Issuing CoC.

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHERE MORE THAN ONE DOMESTIC SITE WILL CONDUCT THE SAME PROTOCOL INVOLVING NON-EXEMPT HUMAN SUBJECTS RESEARCH) SEE NIH NOTICE- NOT-OD-16-094 .

NOTES- Types of awards typically will follow one of the examples below.

- Award to a Single Contractor with Multiple Sites participating as subcontractors; sIRB may be a separate subcontractor or a part of one of the existing sites
- Awards to Multiple Sites. A Central IRB (CIRB) or sIRB, either as part of a lead contractor, or under a separate contract
- Award to a lead contractor as set forth in the RFP, e.g., a Data Coordinating Center. The sIRB will be a part of the DCC, or as a separate IRB Contractor

ARTICLE H.12. SINGLE INSTITUTIONAL REVIEW BOARD (sIRB)

For Institutional Review Board (IRB), the Contractor shall use the single Institutional Review Board (sIRB) of record for multi-site research. All domestic sites participating in multi-site studies involving a non-exempt human subjects research funded wholly or partially by the National Institutes of Health (NIH) shall use a sIRB to conduct the ethical review required by the Department of Health and Human Services regulations for the Protection of Human Subjects at 45 CFR Part 46 and the NIH Policy on the Use of Single Institutional Review Board for Multi-Site Research . Any IRB serving as the sIRB of record for NIH funded research shall be registered with the HHS Office for Human Research Protections (OHRP) and shall have membership sufficient to adequately review the proposed study.

The Contractor shall provide to the Contracting Officer a properly completed "Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption", Form OMB No. 0990-0263 certifying IRB review and approval of the research that encompasses all sites of performance.

This paragraph applies only if the Government provided a sIRB through a separate entity as stated in section- C . When the Government provided sIRB through a separate entity, the Contractor agrees to use of the sIRB. The Contractor shall provide to the Contracting Officer sIRB information and data in a timely manner as necessary to meet the policy and/or regulatory requirements of the Protection of Human Subjects at 45 CFR Part 46.

Exceptions to the NIH Single IRB Policy

The Contractor may request an exception in the following instances:

1. Sites for which Federal, state, or tribal laws, regulations or policies require local IRB review (policy-based exceptions);
2. *Other exceptions* , to be determined by NIH if there is a compelling justification; and
3. Time Limited Exception: ancillary studies to ongoing research without a sIRB- new multi-site non-exempt human subjects' ancillary studies, that would otherwise be expected to comply with the sIRB policy, but are associated with the ongoing multi-site parent studies, will not be required to use a sIRB of record until the parent study is expected to comply with the sIRB policy.

Policy-based exceptions and time limited exceptions are automatically granted when identified in the sIRB Plan.

Other exceptions must be reviewed by NIH sIRB Exceptions Review Committee (ERC) and are expected to be granted rarely. *Other exceptions* when Offeror believes that one or more research sites should be

exempt from use of the single IRB of record to conduct local IRB review based on compelling justification-

a. Offerors should request an exception in the sIRB plan attachment within the contract proposal (section 3.2 in the Study Record: PHS Human Subjects and Clinical Trials Information form).
b. Offerors must include the name of the site(s) for which an IRB other than the sIRB of record is proposed to review the study for the sites(s).
c. Offerors must substantiate their exception request with sufficient information that demonstrates a compelling justification for *other exceptions* to the sIRB policy. The rationale should include why the sIRB of record cannot serve as the reviewing IRB for the site(s), and why the local IRB is uniquely qualified to be the reviewing IRB for the specific site(s).

- For instance, the justification may consider ethical or human subjects protections issues, population needs, or other compelling reasons that IRB review for the site(s) cannot be provided by the single IRB of record.

d. Note that the proposed budget in the proposal must reflect all necessary sIRB costs without an approved *other exception.* The Offerors should not assume that an *other exception* will be granted when considering what sIRB costs to include in the budget.

Post-Award Exception Requests

For any post-award changes that necessitate an exception request, such as the addition of a new domestic site that may be unable to use the sIRB Contractor shall contact their Contracting Officer (CO). For policy-based exceptions, the Contractor shall provide the appropriate citation to verify the requirement for local IRB review for the newly added site(s) to the CO. For *other exceptions* , the Contractor shall provide compelling justification to the CO to be reviewed by the NIH Exceptions Review Committee (ERC) (see **Steps to Request an Other Exception to the sIRB Policy** above). For time limited exceptions, Contractor shall provide the parent contract number to the CO. For time limited exceptions, Contractor shall provide the parent contract number to the CO.

Notice of Approval or Disapproval of *Other Exception* Requests

The sIRB exception requests will be considered after peer review for proposals in the competitive range. The decision of NIH ERC is final. Offerors will be notified of the final decision by their CO prior to award. Approved exceptions will be incorporated as a term and condition in the contract award. Also, any exception requests submitted after award must be submitted to the CO and reviewed by the NIH ERC. No further revisions of the exception request will be accepted.

The award budget may need to be adjusted if an exception is granted.

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHERE MORE THAN ONE DOMESTIC SITE WILL CONDUCT THE SAME PROTOCOL INVOLVING NON-EXEMPT HUMAN SUBJECTS RESEARCH) SEE NIH NOTICE- NOT-OD-16-094.

ARTICLE H.13. PLAN FOR SINGLE INSTITUTIONAL REVIEW BOARD (sIRB)

For this multi-site study, the _____ (contractor/each contractor) agrees to adhere to the NIH sIRB policy, and the _____ (IRB Name) IRB shall serve as the single IRB of record. All participating sites have agreed to rely on the _____ (IRB Name) IRB, and a written authorization/reliance agreement

shall be developed. Any additional sites added after contract award shall also agree to rely on this study's single IRB of record. Communication plans for interactions between the sIRB and participating sites shall be described in the authorization/reliance agreement. All participating sites shall, prior to initiating the study, sign the authorization/reliance agreement that shall clarify the roles and responsibilities of the sIRB and participating sites. The _____ (Contractor Name/Name of the Coordinating Center or Contract Research Organization (CRO)/Names of Contractor's Lead Person and Alternate Person) shall maintain records of the authorization/reliance agreements, including the communication plans. The approved sIRB plan will be incorporated as a term and condition of the award. Any updates/changes to the plan shall be provided to the Contracting Officer's Representative with a copy submitted to the Contracting Officer within 30 calendar days.

Exceptions to the Single IRB Plan

The Contractor may request an exception to the sIRB plan under the following instances:

- Sites for which federal, state, or tribal laws, regulations or policies require local IRB review (policy-based exceptions)

*Review by a single IRB of record will not be possible for (**sites)** because of federal/state/tribal law, regulation, or policy (**provide specific citation(s))***

- *Other exceptions* , to be determined by NIH if there is a compelling justification

*Review by a single IRB of record will not be possible for (**this contractor)** because of (**provide compelling justification and rationale why local IRB is uniquely qualified to be the reviewing IRB for the specific site(s**)).*

- Time Limited Exceptions: New multi-site non-exempt human subjects' ancillary studies, that would otherwise be expected to comply with the sIRB policy, but are associated with the ongoing multi-site parent studies, will not be required to use the sIRB of record until the parent study is expected to comply with the sIRB policy.

*Review by a single IRB of record will not be possible for (**sites)** because of ongoing multi-site parent study (**provide parent contract number)** .*

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS THAT INVOLVE HUMAN SUBJECTS).

ARTICLE H.14. INCLUSION OF WOMEN AND MINORITIES IN RESEARCH INVOLVING HUMAN SUBJECTS

NIH-conducted and supported clinical research must conform to the NIH Policy and Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research in accord with Public Health Service Act sec. 4928 U.S.C. sec 289a-2. The policy requires that women and members of minority groups and their subpopulations must be included in all NIH-conducted or supported clinical research projects involving human subjects, unless a clear and compelling rationale and justification establishes to the satisfaction of the relevant NIH Institute/Center (IC) Director that inclusion is inappropriate with respect to the health of the subjects or the purpose of the research. The Director, NIH, may determine that exclusion under other circumstances is acceptable, upon the recommendation of an IC Director, based on a compelling rationale and justification. Cost is not an acceptable reason for exclusion except when the study would duplicate data from other sources. Women of childbearing potential should not be routinely excluded from participation in clinical research.

All investigators proposing research involving human subjects should read the UPDATED "NIH Policy and Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research, Amended November 2017," published in the NIH Guide for Grants and Contracts on October 9, 2001 at the following web site:

http://grants.nih.gov/grants/funding/women_min/guidelines_amended_10_2001.htm .
The Contractor must submit the results of valid analyses by sex/gender and race/ethnicity to Clinicaltrials.gov for all NIH-conducted or supported applicable NIH-defined Phase III clinical trials. This requirement does not apply to NIH-defined Phase III trials not considered to applicable clinical trials under 42 CFR Part 11. The Contractor must report applicable NIH-defined Phase III clinical trials involving research subjects of all ages, including foreign awards and domestic awards with a foreign component. The Contractor must specify outcomes on sex/gender and race/ethnicity, as required based on prior evidence, and as explained in the NIH Policy and Guidelines on the Inclusion of Women and Minorities as Subjects in Clinical Research.
Note: Applicable clinical trials are required to be registered in ClinicalTrials.gov not later than 21 calendar days after the enrollment of the first participant. Results information, including the results of the valid analyses by sex/gender and race/ethnicity, from those trials must be submitted not later than one year after the trial's primary completion date. Submission of results information can be delayed in certain circumstances for up to two additional years for trials of products regulated by the FDA that are unapproved, unlicensed, or uncleared or for trials of products for which approval, licensure, or clearance of new use is being sought.

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS THAT INVOLVE HUMAN SUBJECTS).

ARTICLE H.15. INCLUSION OF INDIVIDUALS ACROSS THE LIFESPAN AS PARTICIPANTS IN RESEARCH INVOLVING HUMAN SUBJECTS

Section 2038 of the 21st Century Cures Act, enacted December 13, 2016, enacts new provisions requiring NIH to address the consideration of age as an inclusion variable in research involving human subjects, to identify criteria for justification for any age-related exclusions in NIH research, and to provide data on the age of participants in clinical research studies. The NIH Policy and Guidelines on the Inclusion of Individuals Across the Lifespan as Participants in Research Involving Human Subjects applies to all NIH conducted or supported research involving human subjects, including research that is otherwise "exempt" in accordance with Sections 101(b) and 401(b) of 45 CFR 46 - Federal Policy for the Protection of Human Subjects.
Effective on all solicitations issued on or after January 25, 2019, individuals of all ages, including children (i.e. individuals under the age of 18) and older adults, must be included in all human subjects research, conducted or supported by the NIH, unless there are scientific or ethical reasons not to include them. The inclusion of individuals across the lifespan as subjects in research must be in compliance with all applicable subparts of 45 CFR 46 as well as with other pertinent federal laws and regulations.
The Contractor must address the age-appropriate inclusion or exclusion of individuals in the proposed research project. The Contractor must provide a description of plans for including individuals across the lifespan, including a rationale for selecting the specific age range justified in the context of the scientific question proposed. If individuals will be excluded from the research based on age, the contractor must provide acceptable justification for the exclusion.
The Contractor must submit cumulative data as prescribed in the Age Enrollment Report template on participant age at enrollment in monthly progress reports. Investigators planning to conduct research involving human subjects should design their studies in such a way that de-identified individual level participant data on sex/gender, race, ethnicity, and age at enrollment may be provided in progress reports.

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT INVOLVE HUMAN SUBJECTS).

ARTICLE H.16. POSTING CLINICAL TRIAL INFORMED CONSENT FORMS TO CLINICALTRIALS.GOV

The Revised Common Rule sections 46.102(b) and 46.116(h) requires Contractors to post one IRB-approved version of an Informed Consent Form that has been used to enroll participants on a public federal website designated for posting such Consent Forms. Contractors shall post the Informed Consent Form to the National Institutes of Health's (NIH's) clinical trials registry and results database ClinicalTrials.gov . Note: ClinicalTrials.gov only accepts Informed Consent Forms written in English; non-English language forms must be submitted to Regulations.gov . The Informed Consent Form must be posted after recruitment closes, and no later than 60 days after the final study visit. The Contracting Officer (CO) and/or Contracting Officer's Representative (COR) may permit or require redactions as appropriate.

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR APPLICABLE CLINICAL TRIALS.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. For information about how to determine "applicable clinical trials" see Step 1 of the following link: http://grants.nih.gov/ClinicalTrials_fdaaa/index.htm#whatsteps
2. For information about how the "Sponsor" role is determined, see the flowchart at: http://grants.nih.gov/ClinicalTrials_fdaaa/docs/registration_flow_chart.pdf

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

1. CLINICAL TRIALS CONDUCTED UNDER INVESTIGATIONAL NEW DRUG/INVESTIGATIONAL DEVICE EXEMPTION (IND/IDE) REQUIREMENTS:
    - INCLUDE this Article in all contracts as follows:
        - When the Contractor is the IND/IDE holder (Sponsor) select the words: "Contractor is the Sponsor, therefore the" from the drop down box.
        - When the Government is the IND/IDE holder (Sponsor) **AND** the Government will delegate the role of "Responsible Party" to the Principal Investigator, select the words: "Government is the Sponsor and delegates the Contractor's Principal Investigator as" from the drop down box.
        - When the Government is the IND/IDE holder (Sponsor) **AND** will not delegate a PI as "Responsible Party," select the words: "Government is the Sponsor, therefore" from the drop down box.
        - If neither the Government nor the Contractor is the IND/IDE holder, consult with the Project Officer to determine how to address this situation. Note: If none of the choices in the drop down box apply in this situation, you can delete the drop down box and insert the appropriate Sponsor information.
2. SINGLE CENTER TRIALS (not conducted under IND/IDE requirements):
    - INCLUDE this Article in all contracts as follows:
        - When the Government will not delegate the PI as "Responsible Party," select the words, "Government is the Sponsor, therefore" from the drop-down box.
        - When Government will delegate the PI as the "Responsible Party," select the words: "Government is the Sponsor and delegates the Contractor's Principal Investigator as" from the drop down box.
        - If neither the Government nor the Contractor has initiated the trial (neither is the "Sponsor"), consult with the Project Officer to determine how to address this situation. Note: If none of the choices in the drop down box apply in this situation, you can delete the drop down box and insert the appropriate Sponsor information.
3. MULTICENTER TRIALS (not conducted under IND/IDE requirements):
    - INCLUDE this Article in the contract as follows:
        - When the Government will not delegate a PI as "Responsible Party," select the words, "Government is the Sponsor, therefore" from the drop-down box **AND** include this Article in all of the multi-center trial contracts.
        - When Government will delegate a PI as "Responsible Party," select the words: "The Government is the Sponsor and delegates the Contractor's Principal Investigator as" from the drop down box **AND** include this Article in only the contract that has been delegated "Responsible Party" (generally the designated lead clinical site) *Note: Contractors involved in the Multi-Center trial, but not designated "Responsible Party, will require the clause in the next item (Below)* .

Note: *The Contracting Officer should consult with the Project Officer/Contracting Officer's*

ARTICLE H.17. REGISTRATION AND RESULTS REPORTING FOR APPLICABLE CLINICAL TRIALS IN CLINICALTRIALS.GOV

The Food and Drug Administration Amendments Act of 2007 (FDAAA) at: http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=110_cong_public_laws&docid=f:publ085.110.pdf , Title VIII, expands the National Institutes of Health's (NIH's) clinical trials registry and results database known as ClinicalTrials.gov and imposes new requirements that apply to specified "applicable clinical trials," including those supported in whole or in part by NIH funds. FDAAA requires:

- the registration of certain "applicable clinical trials" (see Definitions at: http://grants.nih.gov/ClinicalTrials_fdaaa/definitions.htm) in ClinicalTrials.gov no later than 21 days after the first subject is enrolled; and
- the reporting of summary results information (including adverse events) no later than 1 year after the completion date (See Definitions at link above) for registered applicable clinical trials involving drugs that are approved under section 505 of the Food, Drug and Cosmetic Act (FDCA) or licensed under section 351 of the PHS Act, biologics, or of devices that are cleared under section 510k of FDCA.

In addition, the Contractor shall notify the Contracting Officer's Representative (COR), with the trial registration number (NCT number), once the registration is accomplished. This notification may be included in the Technical Progress Report covering the period in which registration occurred, or as a stand alone notification.

The [Contractor is the Sponsor, therefore/Government is the Sponsor and delegates the Contractor's Principal Investigator as/Government is the Sponsor, therefore] the "Responsible Party" for the purposes of compliance with FDAAA which includes registration (and results reporting, if required) of applicable clinical trial(s) performed under this contract in the Government database, ClinicalTrials.gov (http://www.ClinicalTrials.gov).

Additional information is available at: http://prsinfo.clinicaltrials.gov .

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****(USE BELOW IN EACH CONTRACT PARTICIPATING IN A MULTI-CENTER "APPLICABLE CLINICAL TRIAL," **EXCEPT** DO NOT USE IF THE CONTRACTOR IS DESIGNATED AS THE "RESPONSIBLE PARTY." **Note** *: The Contractor that is designated as the "Responsible Party" will use the previous Article, above* .

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- **Second paragraph:** Insert the Name of the Individual (and Contractor) designated as the "Responsible Party" of the Multi-Center Trial.

Note: *The Contracting Officer should consult with the Project Officer/Contracting Officer's Representative (COR) to assist in making this determination* .)****

ARTICLE H.18. REGISTRATION AND RESULTS REPORTING FOR APPLICABLE CLINICAL TRIALS CLINICALTRIALS.GOV

The Food and Drug Administration Amendments Act of 2007 (FDAAA), at: http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=110_cong_public_laws&docid=f:publ085.110.pdf , Title VIII, expands National

Institutes of Health's (NIH's) clinical trials registry and results database known as ClinicalTrials.gov and imposes new requirements that apply to specified "applicable clinical trials," including those supported in whole or in part by NIH funds. FDAAA requires:

- the registration of certain "applicable clinical trials" (see Definitions http://grants.nih.gov/ClinicalTrials_fdaaa/definitions.htm) in ClinicalTrials.gov no later than 21 days after the first subject is enrolled; and
- the reporting of summary results information (including adverse events) no later than 1 year after the completion date (See Definitions at link above) for registered applicable clinical trials involving drugs that are approved under section 505 of the Food, Drug and Cosmetic Act (FDCA) or licensed under section 351 of the PHS Act, biologics, or of devices that are cleared under section 510k of FDCA.

_____ is the "Responsible Party" for the purposes of compliance with FDAAA which includes registration (and results reporting, if required) of the applicable clinical trial(s) performed under this contract in the Government database, ClinicalTrials.gov (http://www.ClinicalTrials.gov).

The contractor shall provide the "Responsible Party" with all essential data for timely compliance with ClinicalTrials.gov reporting requirements.

Additional information is available at: http://prsinfo.clinicaltrials.gov .

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR HIV ANTIRETROVIRAL TREATMENT TRIALS THAT WILL TAKE PLACE IN WHOLE OR IN PART IN DEVELOPING COUNTRIES - DEFINED AS THE LOW- AND MIDDLE-INCOME ECONOMIES, USING WORLD BANK CLASSIFICATIONS - AND THE OFFEROR PLANNED TO DEVELOP SOURCES TO PROVIDE TREATMENT OF TRIAL PARTICIPANTS AFTER THEIR COMPLETION OF THE TRIAL.)****

ARTICLE H.19. HIV ANTIRETROVIRAL TREATMENT TRIALS

The Contractor shall work with the host countries' authorities and other stakeholders in accordance with the approved plan to develop sources to provide HIV antiretroviral treatment to participants of the trials contracted for under this contract after the participants' completion of the trial.

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****USE BELOW IN ALL COVID -19 SOLICITATIONS, CONTRACTS, LETTER CONTRACTS, MODIFICATIONS, AND EXERCISING OPTIONS.***

Contracting Officers (CO) shall include the following language in all COVID-19 solicitations, contracts, letter contracts, modifications, and exercising options that involves recovery efforts necessary to address the 2019 Novel Coronavirus (COVID – 19).

Note: The CO shall incorporate the following language by bilateral modification in contracts that requires a modification to include the COVID- 19 recovery efforts.

ARTICLE H.20. CORONAVIRUS DISEASE 2019 (COVID-19) - HHS RECOVERY EFFORTS

"HHS reserves the right to exercise priorities and allocations authority with respect to this contract, to include rating this order in accordance with 45 CFR Part 101, Subpart A—Health Resources Priorities and Allocations System."

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****(USE BELOW, WHEN HUMAN MATERIALS WILL BE ACQUIRED AND/OR GENERATED UNDER THE CONTRACT.)****

ARTICLE H.21. HUMAN MATERIALS

The acquisition and supply of all human specimen material (including fetal material) used under this contract shall be obtained by the Contractor in full compliance with applicable State and Local laws and the provisions of the Uniform Anatomical Gift Act in the United States, and no undue inducements, monetary or otherwise, will be offered to any person to influence their donation of human material.

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****(USE BELOW, WHEN THE CONTRACTOR WILL BE RECEIVING HUMAN MATERIALS FROM AN OUTSIDE SOURCE, ANOTHER CONTRACT OR FROM A SUBCONTRACTOR.)****

ARTICLE H.22. HUMAN MATERIALS (ASSURANCE OF OHRP COMPLIANCE)

The acquisition and supply of all human specimen material (including fetal material) used under this contract shall be obtained by the Contractor in full compliance with applicable State and Local laws and the provisions of the Uniform Anatomical Gift Act in the United States, and no undue inducements, monetary or otherwise, will be offered to any person to influence their donation of human material.

The Contractor shall provide written documentation that all human materials obtained as a result of research involving human subjects conducted under this contract, by collaborating sites, or by subcontractors identified under this contract, were obtained with prior approval by the Office for Human Research Protections (OHRP) of an Assurance to comply with the requirements of 45 CFR 46 to protect human research subjects. This restriction applies to all collaborating sites without OHRP-

approved Assurances, whether domestic or foreign, and compliance must be ensured by the Contractor.

Provision by the Contractor to the Contracting Officer of a properly completed "Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption", Form OMB No. 0990-0263(formerly Optional Form 310), certifying IRB review and approval of the protocol from which the human materials were obtained constitutes the written documentation required. The human subject certification can be met by submission of a self designated form, provided that it contains the information required by the "Protection of Human Subjects Assurance Identification/IRB Certification/Declaration of Exemption", Form OMB No. 0990-0263(formerly Optional Form 310).

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT INCLUDE RESEARCH INVOLVING HUMAN FETAL TISSUE.)****

ARTICLE H.23. RESEARCH INVOLVING HUMAN FETAL TISSUE

Research involving Human Fetal Tissue (HFT) must be conducted in accordance with applicable Federal, State and local laws, regulations, and policies. Selected Federal statutes, regulations, and policies are provided below:

42 U.S.C. 289g-1 and 289g-2 set forth specific requirements and prohibitions on research involving human fetal tissue. For example, among other prohibitions, 42 U.S.C. 289g-2 provides:

Prohibitions regarding human fetal tissue:

a. Purchase of tissue- It shall be unlawful for any person to knowingly acquire, receive, or otherwise transfer any human fetal tissue for valuable consideration if the transfer affects interstate commerce.

The full text of 42 U.S.C. 289g-1 is available at:
http://www.gpo.gov/fdsys/pkg/USCODE-2010-title42/html/USCODE-2010-title42-chap6A-subchapIII-partH-sec289g-1.htm

The full text of 42 U.S.C. 289g-2 is available at:
http://www.gpo.gov/fdsys/pkg/USCODE-2010-title42/html/USCODE-2010-title42-chap6A-subchapIII-partH-sec289g-2.htm

Research involving HFT is also subject to the HHS Regulations for the Protection of Human Subjects (45 CFR 46 Subparts A and B). The following provisions may be specifically relevant:

§46.204 Research involving pregnant women or fetuses.

~ (a) - (g)

h. No inducements, monetary or otherwise, will be offered to terminate a pregnancy;
i. Individuals engaged in the research will have no part in any decisions as to the timing, method, or procedures used to terminate a pregnancy; and
j. Individuals engaged in the research will have no part in determining the viability of a neonate. §46.206 Research involving, after delivery, the placenta, the dead fetus or fetal material.

§46.206 Research involving, after delivery, the placenta, the dead fetus or fetal material.

a. Research involving, after delivery, the placenta; the dead fetus; macerated fetal material; or cells, tissue, or organs excised from a dead fetus, shall be conducted only in accord with any applicable federal, state, or local laws and regulations regarding such activities.
b. If information associated with material described in paragraph (a) of this section is recorded for research purposes in a manner that living individuals can be identified, directly or through

identifiers linked to those individuals, those individuals are research subjects and all pertinent subparts of this part are applicable.

The full text of the HHS Regulations for the Protection of Human Subjects is available at: http://www.hhs.gov/ohrp/policy/ohrpregulations.pdf .

Furthermore, per NOT-OD-16-033, when obtaining primary HFT for research purposes, The Contractor shall maintain appropriate documentation, such as an attestation from the health care provider or a third party supplier, that informed consent was obtained at the time of tissue collection.

Human Fetal Tissue Obtained from Elective Abortions

The Contractor shall adhere to NIH Policy NOT-OD-19-128 on all contracts that involves the use of HFT obtained from elective abortions. The HFT is defined as research involving the study, analysis, or use of primary HFT, cells, and derivatives, and human fetal primary cell cultures obtained from elective abortions and includes the following (the definition implements the statute (42 U.S.C. Chapter 6A, Subchapter III, Part H, Sec. 289):

- human fetal primary or secondary cell cultures, whether derived by the investigator or obtained from a vendor.
- animal models incorporating HFT from elective abortions, including obtaining such models from a vendor.
- derivative products from elective abortion tissues or cells such as protein or nucleic acid extracts.
- any human extra-embryonic cells and tissue, such as umbilical cord tissue, cord blood, placenta, amniotic fluid, and chorionic villi, if obtained from the process of elective abortion.

The definition of research involving HFT **does not** include the following:

- human fetal primary or secondary cell cultures, if cells were not derived from an elective abortion.
- already-established (as of June 5, 2019) human fetal cell lines (e.g. induced pluripotent stem cell lines from human fetal tissue, immortalized cell lines, differentiated cell lines).
- derivative products from human fetal tissue or cells (e.g. DNA, RNA, protein) **if not derived** from elective abortion.
- human extra-embryonic cells and tissue, including, but not limited to, umbilical cord tissue, cord blood, placenta, amniotic fluid, and chorionic villi **if not derived** from elective abortion.
- human fetal cells present in maternal blood or other maternal sources.
- embryonic stem cells or embryonic cell lines.
- research on transplantation of HFT for therapeutic purposes (because of the statutory provision(s) addressing such research).

To assure compliance with all applicable laws and HHS/NIH policies concerning the acquisition and use of HFT obtained from elective abortions, the Contractor shall submit detailed information addressing the use of HFT to Contracting Officer's Representative (COR) in monthly progress reports.

The Contractor shall comply with the following terms and conditions:

a. The Contractor shall comply with all HHS/NIH policies specific to HFT.
b. The Contractor shall justify the continued use of HFT obtained from elective abortions in their monthly progress reports by describing the ongoing scientific necessity for the use of HFT.
c. Informed consents for use of HFT in research, containing certain statements/representations that acknowledges informed consent for donation of HFT was obtained by someone other than the person who obtained the informed consent for abortion, occurred after the informed consent for abortion, and will not affect the method of abortion; no enticements, benefits, or financial incentives were used at any level of the process to incentivize abortion or the donation of HFT; and

the informed consent will be signed by both the woman and the person who obtains the informed consent.

d. The Contractor shall maintain documentation from the HFT donating organization assuring adherence to the requirements of the informed consent process and documentation that HFT was not obtained or acquired for valuable consideration. The Contractor will acquire this assurance for each year of the award HFT research is conducted for the life of the award and maintain this documentation in accordance with the NIH Record Retention and Access policy.
e. HFT was not obtained or acquired for valuable consideration, as such term is defined in 42 USC § 289g-2.
f. The treatment of HFT, and the disposal of HFT when research is complete, shall be consistent with the plans outlined in the HFT proposal justification.

Requests to Add New or Additional Human Fetal Tissue from Elective Abortions after Contract Award

The Contractor shall submit a justification request to the Contracting Officer and COR to modify the contract to add either new or additional sources of HFT obtained from elective abortions. The Contractor shall include the information identified below in their justification request which will undergo review by the Ethics Advisory Board. The Government will not execute a modification to the contract without the recommendation of the Ethics Advisory Board to fund the proposed HFT obtained from elective abortions.

The Contractor shall include the following information in the justification package:

- Use the specific heading: "Human Fetal Tissue Obtained from Elective Abortions Justification". The justification should be in detail for review by the Ethics Advisory Board.
- The Contractor must include the following in the justification:
    - Indicate why the research goals cannot be accomplished using an alternative to HFT (including, but not limited to, induced pluripotent cells not developed from HFT, organoids not developed from HFT, neonatal human tissue, human tissue obtained from adults, HFT not derived from elective abortion, animal models, and *in vitro* models that are not developed from HFT, and computational models).
    - Indicate the methods used to determine that no alternatives to HFT can be used (including, but not limited to, literature review and preliminary experiments).
    - Conduct and describe results from a literature review used to provide justifications.
    - Describe plans for the treatment of HFT and the disposal of HFT when research is complete.
    - Describe planned written, voluntary, informed consent process for cell/tissue donation, or description and documentation of process if cells/tissue were already obtained.Include a draft informed consent form for planned use under the proposed research. The informed consent for donation of HFT for use in research requires language that acknowledges informed consent for donation of HFT was obtained by someone other than the person who obtained the informed consent for abortion, occurred after the informed consent for abortion, and will not affect the method of abortion; no enticements, benefits, or financial incentives were used at any level of the process to incentivize abortion or the donation of HFT; and to be signed by both the woman and the person who obtains the informed consent.
    - Budget Justification: Describe and document the quantity, type, and source of the HFT, and include a line item cost for the acquisition of HFT or indicate the cost is $0 if using donated or existing HFT.

- HFT Compliance Assurance: The Contractor shall provide a letter signed by the PD/PI assuring the HFT donating organization or clinic adheres to the requirements of the informed consent process and documentation that HFT was not obtained or acquired for valuable consideration.

Research using HFT shall be in compliance with all applicable federal, state, or local laws, regulations, and policies, including 42 USC 289g-1 and g-2, the HHS Regulations for the Protection of Human Subjects (45 CFR 46 Subparts A and B), NOT-OD-16-033, and NOT-OD-19-128.

As applicable, the Contractor shall make available, for audit by the Secretary, HHS, the physician statements and informed consents required by 42 USC 289g-1(b) and (c), or ensure HHS access to those records, if maintained by an entity other than the Contractor.

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT INCLUDE RESEARCH INVOLVING RECOMBINANT DNA OR SYNTHETIC NUCLEIC ACID MOLECULES (INCLUDING HUMAN GENE TRANSFER RESEARCH)****

ARTICLE H.24. RESEARCH INVOLVING RECOMBINANT OR SYNTHETIC NUCLEIC ACID MOLECULES (Including Human Gene Transfer Research)

All research projects (both NIH-funded and non-NIH-funded) involving recombinant or synthetic nucleic acid molecules that are conducted at or sponsored by an entity in the U.S. that receives any support for recombinant or synthetic nucleic acid research from NIH shall be conducted in accordance with the *NIH Guidelines for Research Involving Recombinant or Synthetic Nucleic Acid Molecules* (*NIH Guidelines*) available at: http://osp.od.nih.gov/office-biotechnology-activities/biosafety/nih-guidelines). All NIH-funded projects abroad that include recombinant or synthetic nucleic acid molecules must also comply with the *NIH Guidelines* .

The *NIH Guidelines* stipulate biosafety and containment measures for recombinant or synthetic nucleic acid research, which is defined in the *NIH Guidelines* as research with (1) molecules that a) are constructed by joining nucleic acid molecules and b) can replicate in a living cell, i.e. recombinant nucleic acids, or (2) nucleic acid molecules that are chemically or by other means synthesized or amplified, including those that are chemically or otherwise modified but can base pair with naturally occurring nucleic acid molecules, i.e. synthetic nucleic acids, or (3) molecules that result from the replication of those described in (1) or (2). The *NIH Guidelines* apply to both basic and clinical research. Specific guidance for the conduct of human gene transfer studies appears in Appendix M of the *NIH Guidelines* .

Failure to comply with the *NIH Guidelines* may result in suspension, limitation, or termination of the contract for any work related to recombinant or synthetic nucleic acid research or a requirement for the Contracting Officer to approve any or all recombinant or synthetic nucleic acid molecule projects under this contract. This includes the requirement for the institution to have an Institutional Biosafety

Committee (IBC) registered with the NIH Office of Science Policy that complies with the requirements of the *NIH Guidelines* . Further information about compliance with the *NIH Guidelines* can be found on the NIH Office of Science Policy website available at: http://osp.od.nih.gov /.

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****(USE BELOW IN SOLICITATIONS THAT INVOLVE HUMAN STEM CELL RESEARCH.)****

ARTICLE H.25. HUMAN STEM CELL RESEARCH

All research conducted under this contract shall be in accordance with NIH Guidelines on Human Stem Cell Research (https://stemcells.nih.gov/research/newcell_qa.htm), and shall involve the use of approved human embryonic stem cells (hESCs) or derivatives that are listed on the NIH Human Embryonic Stem Cell Registry (http://grants.nih.gov/stem_cells/registry/current.htm).

- Sections II and III of the National Institutes of Health Guidelines for Research Using Human Stem Cells (https://stemcells.nih.gov/research/newcell_qa.htm) apply specifically to human embryonic stem cells (hESCs).
    - Section II details the eligibility criteria used by NIH to determine if specific hESC lines are eligible for use in NIH-funded research.
    - Section III explains the responsibility of NIH-funding recipients to assure that hESCs used in NIH-funded research are approved by NIH.
- Section IV sets limits on certain animal studies using all types of human pluripotent stem cells, including, but not limited to, those developed by methods such as the expression of genes involved in establishing pluripotency (e.g. the "Yamanaka factors") and the culturing of embryonic germ cells from primordial germ cells. Prohibited experiments include those in which the cells are introduced into non-human primate blastocysts and the breeding of animals in which the cells may contribute to the germ line.
- Section V details other types of research not eligible for NIH funding: the derivation of stem cells from human embryos and research using hESCs derived from sources other than human embryos created using in vitro fertilization for reproductive purposes.

  Research involving the use of human embryonic stem cells, or derivatives, that are not listed on the NIH Registry may not be conducted with Federal funding. Derivatives include, but are not limited to, subclones of hESC lines, modified hESC lines (such as a line expressing green fluorescent protein), differentiated cells developed from hESC lines (such as muscle progenitor cells), and cellular materials (such as DNA, RNA, and proteins). Thus, no federal funds may be used for the generation of new data from unapproved hESC lines or derivatives. However publicly accessible data from unapproved lines or derivatives are not considered "derivative" and therefore not subject to this prohibition. Such publicly accessible data can be used and analyzed with federal funds.

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USE BELOW IN ALL SOLICITATIONS AND CONTRACTS THAT INCLUDE THE SALE OF RESEARCH SUBSTANCES AND/OR LIVING ORGANISMS.

NOTES:

1. Carefully read the OALM/OAMP/DAPE Guidance on the REIMBURSEMENT FOR RESEARCH SUBSTANCES AND LIVING ORGANISMS before including this Article in solicitations/contracts.
2. Include the following attachments in solicitations/contracts when using this Article: Monthly Summary of Sales; Sample Recipient Invoice; NIH Pay.gov User Guide; and price list (optional for solicitation).
3. The contract shall describe any relevant standards for the safety and use of the research substances and/or living organisms. This information must also be furnished to eventual recipients of such research materials before they are physically transferred. Where appropriate, recipients shall be required to execute an assurance certificate whereby they agree not to use the research substances and/or living organisms in any unauthorized or unsafe manner. Such assurances shall be obtained by the Contractor before the research substances and/or living organisms are shipped/transferred to the recipient and shall be forwarded to the Government and retained as part of the contract file.
4. The Program Office shall perform an assessment of the nature of the research substances and/or living organisms to be made available to potential recipients to determine whether the contract should include a requirement to obtain a release and indemnification agreement from recipients (whether payment is requested or the substances/organisms are provided free of charge). If the Program Office determines that there is potential risk (e.g., risk of property damage or personal injury resulting from use of the research substances and/or living organisms), consultation with the General Law Division, Office of General Counsel, HHS, is recommended and language similar to that provided in Section F.4. of the Guidance should be incorporated into any resultant contract.

ARTICLE H.26. REMITTANCE PROCEDURES FOR SALE OF RESEARCH SUBSTANCES AND LIVING ORGANISMS

a. The Contractor shall make available to individuals and entities, for biomedical and behavioral research, research substances and/or living organisms under the terms and conditions specified below and in Section C, Description/Specifications/Statement of Work, of this contract.
b. The Contractor shall bill recipients directly for the research substances and/or living organisms provided, including any shipping and handling costs, which shall be itemized separately on the recipient's invoice. The prices charged for research substances and/or living organisms shall be as specified in the price list, which is included as an attachment in Section J of this contract. Under no circumstances shall the Contractor bill prices other than those included in the price list unless directed to do so by the Contracting Officer or his/her designated representative. The Government, without the concurrence of the Contractor, may revise the price of the research substances and/or living organisms being made available. The Contracting Officer or his/her designated representative may direct the Contractor to make the research substances and/or living organisms available free of charge to recipients, including any shipping and handling costs.

c. The Contractor shall include with each shipment/transfer of research substances and/or living organisms to recipients an invoice substantially the same as the Sample Recipient Invoice, which is included as an attachment in Section J of this contract, and instruct the recipients how and when to make payments.
d. The Contractor shall assign a unique invoice number to each invoice and instruct recipients to remit payment to the Contractor in U.S. dollars by check or other method acceptable to the Contractor within 15 calendar days from the date of the invoice. All payments shall be made payable to the Contractor.
e. The Contractor shall inform the recipients of the research substances and/or living organisms prior to shipment/transfer that: 1) such research materials are not returnable and the costs associated with providing them, including shipping and handling, are not refundable; and 2) failure to pay an invoice may result in future purchase requests being denied. The Contractor shall contact the Contracting Officer and his/her designated representative immediately if there are any issues with the research substances and/or living organisms provided to the recipients.
f. Shipping and handling costs are defined as follows: 1) shipping costs are costs charged for delivering the research substances and/or living organisms to the recipient, including insurance, if required; and 2) handling costs are the costs charged for preparing the research substances and/or living organisms for shipment/transfer, including labor, packaging, and invoicing. Excessive shipping and handling charges are to be avoided. Establishment of flat rate shipping and handling charges is encouraged; however, such charges must be approved in advance by the Contracting Officer or his/her designated representative.
g. The Contractor shall keep an accurate account of all sales of research substances and/or living organisms on a calendar month basis and report the following information to the Government: 1) recipient's name, address, and contact information; 2) quantity; 3) item shipped/transferred; 4) unit price; 5) shipping and handling charges; 6) total charges; 7) shipment/transfer date; 8) invoice number; and 9) payment due date. This information shall be reported on the form, Monthly Summary of Sales, which is included as an attachment in Section J of this contract, and submitted to the Government in accordance with the delivery schedule in Section F of this contract. **[Identify designated staff in Section F, Deliveries, to receive a copy of the Monthly Summary of Sales, which will be used to enter accounts receivables in the NIH Business System (NBS), as well as for contract administration purposes. The delivery date for the Monthly Summary of Sales should not extend beyond 10 business days from the close of the reporting period, i.e., the end of each calendar month.]**
h. Upon receipt by the Government of the Monthly Summary of Sales, the Government will provide the Contractor with an invoice number needed to process payments through the U.S. Department of Treasury's government-wide collection portal, Pay.gov. Within 30 calendar days of receipt of the invoice number from the Government, the Contractor shall submit payment to the Government through Pay.gov for the research substances and/or living organisms associated with the invoice number received from the Government. Before submitting payment through Pay.gov, the Contractor shall reconcile the sales of research substances and/or living organisms reported on the Monthly Summary of Sales with the payment to be submitted to the Government.
[NIH staff responsible for providing the invoice number to the Contractor shall clearly identify the contract/order number and calendar month of sales to which it applies.]

For assistance with Pay.gov, reference the NIH Pay.gov User Guide included as an attachment in Section J of this contract. For further assistance, contact _____

i. Examination of costs and transaction records related to the sale of research substances and/or living organisms shall be subject to the terms and conditions of this contract, including FAR Clause 52.215-2, Audit and Records-Negotiation, and its applicable Alternates.

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR R&D REQUIREMENTS INCLUDING SBIRs.)****

ARTICLE H.27. NIH POLICY ON ENHANCING REPRODUCIBILITY THROUGH RIGOR AND TRANSPARENCY

Contractors shall adhere to the NIH policy of enhancing reproducibility through rigor and transparency by addressing each of the four areas of the policy in performance of the Statement of Work and in publications, as applicable: 1) Scientific Premise; 2) Scientific Rigor; 3) Consideration of Relevant Biological Variables, including Sex; and 4) Authentication of Key Biological and/or Chemical Resources. This policy applies to all NIH funded research and development, from basic through advanced clinical studies. See NIH Guide Notice, NOT-OD-15-103 , "Enhancing Reproducibility through Rigor and Transparency" and NOT-OD-15-102 , "Consideration of Sex as a Biological Variable in NIH-funded Research" for more information. In addition, publications are expected to follow the guidance at http://www.nih.gov/research-training/rigor-reproducibility/principles-guidelines-reporting-preclinical-research , whether preclinical or otherwise, as appropriate. More information is available at http://grants.nih.gov/reproducibility/index.htm , including FAQs and a General Policy Overview.

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS INVOLVING NIH -FUNDED RESEARCH THAT GENERATES LARGE-SCALE HUMAN OR NON-HUMAN GENOMIC DATA ON OR AFTER JANUARY 25, 2015.)****

ARTICLE H.28. DATA SHARING IN LARGE-SCALE HUMAN OR NON-HUMAN GENOMIC DATA

The Contractor shall comply with the NIH "Genomic Data Sharing Policy" located at: https://osp.od.nih.gov/wp-content/uploads/NIH_GDS_Policy.pdf . The contractor shall submit and certify data obtained in the genomic data study to the data repository in accordance with the policy. The contractor shall also submit the data to the Contracting Officer and Contracting Officer's Representative.
Large-scale data include genome-wide association studies, single nucleotide polymorphisms arrays, and genome sequence, transcriptomic, metagenomic, epigenomic, and gene expression data, irrespective of funding level and funding mechanism.

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****FOR USE IN ALL SOLICITATIONS AND CONTRACTS THAT INCLUDE HeLa CELL WHOLE GENOME SEQUENCE DATA****

ARTICLE H.29. SHARING HeLa CELL WHOLE GENOME SEQUENCE DATA AND FAMILY ACKNOWLEDGEMENT

All research using HeLa Cell Whole Genome Sequence data shall be conducted in accordance with NIH notice NOT-OD-13-099, entitled, "Notice of NIH Guidance on the Family Acknowledgement and Use of

HeLa Cell Whole Genome Sequence Data" located at: https://grants.nih.gov/grants/guide/notice-files/NOT-OD-13-099.html. The Contractor shall submit HeLa Whole Genome Sequence Data generated under this contract to the database of Genotypes and Phenotypes (dbGaP) available at: http://www.ncbi.nlm.nih.gov/projects/gap/cgi-bin/study.cgi?study_id=phs000640.v1.p1, in accordance with the HeLa Genome Data Use Agreement available at: https://dbgap.ncbi.nlm.nih.gov/aa/wga.cgi?view_pdf&stacc=phs000640.v1.p1.

The following acknowledgment, or a variation of it that has been reviewed by the HeLa Genome Data Access Working Group, shall be made in any dissemination of research findings:

"The genome sequence described/used in this research was derived from a HeLa cell line (URL to dbGaP). Henrietta Lacks, and the HeLa cell line that was established from her tumor cells without her knowledge or consent in 1951, have made significant contributions to scientific progress and advances in human health. We are grateful to Henrietta Lacks, now deceased, and to her surviving family members for their contributions to biomedical research. This study was reviewed by the NIH HeLa Genome Data Access Working Group."

Contact helagenome@nih.gov for acknowledgement variation requests.

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****(INCLUDE THE FOLLOWING IN ALL SOLICITATIONS AND CONTRACTS FOR R&D REQUIREMENTS.)****

ARTICLE H.30. NIH POLICY ON ENHANCING PUBLIC ACCESS TO ARCHIVED PUBLICATIONS RESULTING FROM NIH-FUNDED RESEARCH

NIH-funded investigators shall submit to the NIH National Library of Medicine's (NLM) PubMed Central (PMC) an electronic version of the author's final manuscript, upon acceptance for publication, resulting from research supported in whole or in part with direct costs from NIH. NIH defines the author's final manuscript as the final version accepted for journal publication, and includes all modifications from the publishing peer review process. The PMC archive will preserve permanently these manuscripts for use by the public, health care providers, educators, scientists, and NIH. The Policy directs electronic submissions to the NIH/NLM/PMC: http://www.pubmedcentral.nih.gov .
Additional information is available at http://grants.nih.gov/grants/guide/notice-files/NOT-OD-09-071.html and http://publicaccess.nih.gov .

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN CONTRACT PERFORMANCE MAY INVOLVE AN AGENT OR TOXIN THAT IS LISTED IN THE UNITED STATES GOVERNMENT POLICY FOR OVERSIGHT OF LIFE SCIENCES DUAL USE RESEARCH OF CONCERN (DURC).

ADDITIONAL INFORMATION ABOUT THIS ITEM:

• For a list of applicable agents or toxins, refer to Section 6 of the United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern: http://www.phe.gov/s3/dualuse/Documents/durc-policy.pdf .)****

ARTICLE H.31. DUAL USE RESEARCH OF CONCERN

The contractor shall comply with the United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (http://www.phe.gov/s3/dualuse/Documents/durc-policy.pdf) or "DURC policy". The responsibilities of the contractor include but are not limited to:

1. Establishing internal policies and practices that provide for the identification and effective oversight of DURC;
2. Establishing an institutional review entity (IRE);
3. Ensuring that laboratory personnel conducting research have received education and training;
4. Maintaining records of institutional DURC reviews and completed risk mitigation plans related to research conducted under this contract, for the term of the contract plus three years after its completion, but no less than eight years, unless a shorter period is required by law or regulation;
5. Promptly providing records upon request by the U.S. Government, of institutional DURC reviews and completed risk mitigation plans related to research conducted under this contract;
6. Obtaining pre-approval from the Contracting Officer's Representative for all communications with third-parties, involving DURC funded by this contract, and;
7. Obtaining pre-approval from the Contracting Officer for subcontracts, subgrants, consultant agreements, or any other subaward involving research subject to the DURC policy and funded by this contract. The contractor shall ensure that the substantive requirements of this article are included in any such agreements.

Non-compliance with the DURC policy or with this article may result in suspension, debarment or termination for default.

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS INVOLVING HUMAN SUBJECTS.)****

ARTICLE H.32. NEEDLE EXCHANGE, HHSAR 352.270-12 (December 2015)

The Contractor shall not use any funds obligated under this contract to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
(End of clause)

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.)****

ARTICLE H.33. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR INVOLVING HUMAN SUBJECTS.)****

ARTICLE H.34. CONTINUED BAN ON FUNDING ABORTION AND CONTINUED BAN ON FUNDING OF HUMAN EMBRYO RESEARCH, HHSAR 352.270-13 (December 2015)

a. The Contractor shall not use any funds obligated under this contract for any abortion.
b. The Contractor shall not use any funds obligated under this contract for the following:
    1. The creation of a human embryo or embryos for research purposes; or
    2. Research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury of death greater than that allowed for research on fetuses in utero under 45 CFR part 46 and Section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).
c. The term ``human embryo or embryos'' includes any organism, not protected as a human subject under 45 CFR part 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes of human diploid cells.
d. The Contractor shall not use any Federal funds for the cloning of human beings.

(End of clause)

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN THE CONTRACT IS EXPECTED TO INVOLVE THE USE OF DRUGS OR OTHER SUBSTANCES INCLUDED IN SCHEDULE I OF THE SCHEDULES OF CONTROLLED SUBSTANCES ESTABLISHED BY SECTION 202 OF THE CONTROLLED SUBSTANCES ACT (21 U.S.C. 812.)****

ARTICLE H.35. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

The Contractor shall not use contract funds to support activities that promote the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act, except for normal and recognized executive-congressional communications. This limitation shall not apply when the Government determines that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS THAT REQUIRE THE DISSEMINATION OF INFORMATION.)****

ARTICLE H.36. DISSEMINATION OF FALSE OR DELIBERATELY MISLEADING INFORMATION

The Contractor shall not use contract funds to disseminate information that is deliberately false or misleading.

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****(USE BELOW WHEN THE SOLICITATION OR CONTRACT HAS BEEN SELECTED TO INCLUDE THE OPTION FOR PROPOSING MULTIPLE PRINCIPAL INVESTIGATORS UNDER THE CONTRACT.

ADDITIONAL INFORMATION TO COMPLETE THIS ARTICLE:

- **Second Paragraph:**
  - Complete the date of the Leadership Plan.
  - Select the appropriate location for the Leadership Plan from the Drop Down List.)****

ARTICLE H.37. MULTIPLE PRINCIPAL INVESTIGATORS

The NIH awarded this contract as a multiple Principal Investigators project. The Key Personnel Article in SECTION G of this contract designates the Contact Principal Investigator and all other Principal Investigators.

Contracts designating multiple Principal Investigators require a current Leadership Plan with updates as needed. The Contractor's Leadership Plan, dated _____, (and as modified thereafter, in accordance with the Reporting Requirements Article in SECTION C of this contract), is hereby [incorporated by reference./included as an Attachment in SECTION J of this contract.]

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****(USE BELOW, IN SOLICITATIONS, CONTRACTS AND ORDERS THAT REQUIRE THE DESIGN, DEVELOPMENT, OR OPERATION OF A SYSTEM OF RECORDS TO NOTIFY THE CONTRACTOR THAT IT AND ITS EMPLOYEES ARE SUBJECT TO CRIMINAL PENALTIES FOR VIOLATIONS OF THE PRIVACY ACT (5 U.S.C. 552A(I) TO THE SAME EXTENT AS HHS EMPLOYEES. *See HHSAR 324.105(a) for more information* .)****

ARTICLE H.38. PRIVACY ACT, HHSAR 352.224-70 (December 2015)

This contract requires the Contractor to perform one or more of the following: (a) Design; (b) develop; or (c) operate a Federal agency system of records to accomplish an agency function in accordance with the Privacy Act of 1974 (Act) (5 U.S.C. 552a(m)(1)) and applicable agency regulations.

The term "system of records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. Violations of the Act by the Contractor and/or its employees may result in the imposition of criminal penalties (5 U.S.C. 552a(i)).

The Contractor shall ensure that each of its employees knows the prescribed rules of conduct in CFR 45 part 5b and that each employee is aware that he/she is subject to criminal penalties for violation of the Act to the same extent as Department of Health and Human Services employees. These provisions also apply to all subcontracts the Contractor awards under this contract which require the design, development or operation of the designated system(s) of records [5 U.S.C. 552a(m)(1)]. The contract work statement:

(a) identifies the system(s) of records and the design, development, or operation work the Contractor is to perform; and

(b) specifies the disposition to be made of such records upon completion of contract performance.

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****(USE BELOW WHEN THE CONTRACT IS FUNDED WITH 1% SET-ASIDE EVALUATION FUNDS.
ADDITIONAL INFORMATION TO COMPLETE THIS ARTICLE:

- **2nd Paragraph:** Insert the NIH Evaluation Project Number and Contract Number.)****

ARTICLE H.39. EVALUATION PROJECTS

All publications including reports, compilations of data, articles and the like resulting from this contract shall contain the statement below. It shall be located on the cover, inside cover, or title page.

> This project, _____ received support from the evaluation set-aside Section 513, Public Health Service Act.

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****(USE IN ALL SOLICITATIONS, CONTRACTS AND ORDERS INVOLVING LIVE VERTEBRATE ANIMALS.)****

ARTICLE H.40. CARE OF LIVE VERTEBRATE ANIMALS, HHSAR 352.270-5(b) (December 2015)

a. Before undertaking performance of any contract involving animal-related activities where the species is regulated by the United Sates Department of Agriculture (USDA), the Contractor shall register with the Secretary of Agriculture of the United States in accordance with 7 U.S.C. 2136 and 9 CFR 2.25 through 2.28. The Contractor shall furnish evidence of the registration to the Contracting Officer.
b. The Contractor shall acquire vertebrate animals used in research from a dealer licensed by the Secretary of Agriculture under 7 U.S.C. 2133 and 9 CFR 2.1 2.11, or from a source that is exempt from licensing under those sections.
c. The Contractor agrees that the care, use, and intended use of any live vertebrate animals in the performance of this contract shall conform with the Public Health Service (PHS) Policy on Humane Care and Use of Laboratory Animals (PHS Policy), the current Animal Welfare Assurance (Assurance), the Guide for the Care and Use of Laboratory Animals (National Academy Press, Washington, DC) and the pertinent laws and regulations of the United States Department of Agriculture (see 7 U.S.C. 2131 et seq. and 9 CFR subchapter A, Parts 1-4). In case of conflict between standards, the more stringent standard shall govern.
d. If at any time during performance of this contract, the Contracting Officer determines, in consultation with the Office of Laboratory Animal Welfare (OLAW), National Institutes of Health (NIH), that the Contractor is not in compliance with any of the requirements and standards stated in paragraphs (a) through (c)above, the Contracting Officer may immediately suspend, in whole or in part, work and further payments under this contract until the Contractor corrects the noncompliance. Notice of the suspension may be communicated by telephone and confirmed in writing. If the Contractor fails to complete corrective action within the period of time designated in the Contracting Officer's written notice of suspension, the Contracting Officer may, in consultation with OLAW, NIH, terminate this contract in whole or in part, and the Contractor's name may be removed from the list of those contractors with Animal Welfare Assurances.

Note : The Contractor may request registration of its facility and a current listing of licensed dealers from the Regional Office of the Animal and Plant Health Inspection Service (APHIS), USDA, for the region in which its research facility is located. The location of the appropriate APHIS Regional Office, as well as information concerning this program may be obtained by contacting the Animal Care Staff, USDA/APHIS, 4700 River Road, Riverdale, Maryland 20737 (Email: ace@aphis.usda.gov ; Web site: (http://www.aphis.usda.gov/wps/portal/aphis/ourfocus/animalwelfare).

(End of clause)

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS INVOLVING LIVE VERTEBRATE ANIMALS.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- **Second paragraph:** Insert the date of the contractor's Vertebrate Animal Section (VAS) from the technical proposal, as applicable. For additional information about the VAS, see NIH Notice NOT-OD-16-006 available at: http://grants.nih.gov/grants/guide/notice-files/NOT-OD-16-006.html .)****

ARTICLE H.41. ANIMAL WELFARE

All research involving live, vertebrate animals shall be conducted in accordance with the Public Health Service Policy on Humane Care and Use of Laboratory Animals (PHS Policy). The PHS Policy can be accessed at: http://grants1.nih.gov/grants/olaw/references/phspol.htm

In addition, the research involving live vertebrate animals shall be conducted in accordance with the description set forth in the Vertebrate Animal Section (VAS) of the contractor's technical proposal, as modified in the Final Proposal Revision (FPR), dated _____ , which is incorporated by reference.

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****(USE BELOW AS REQUIRED.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. **First sentence:** Insert the appropriate I/C and contract number in each text box.
2. **Fifth sentence:** Insert the appropriate I/C in the text box.)****

ARTICLE H.42. INTRODUCTION OF RODENTS AND RODENT PRODUCTS

No rodent or rodent product shall be delivered into the NIH, ___ environment (NIH) directly, or through collaborative research or holding facilities under contract to ___ except by permit. Direct shipments to NIH from a Division of Veterinary Resources (DVR), Office of Research Services (ORS) approved source will be considered exempt. Non-exempt sources must be approved by permit issued through the DVR, ORS. The permit must be obtained by the Contractor prior to the shipment to NIH of the rodents and/or rodent products. The Contractor must be sure that this permit exists and is current before transferring rodents or rodent products into the NIH, ___ environment. Refusal or negligence to do so will be considered a material breach of contract and may be treated as any other such material breach. Applications for permits should be submitted by facsimile not less than 30 days prior (60 days in situations where quarantine is likely) to shipping date to: NIH Division of Veterinary Resources (DVR),

Office of Research Services (ORS), Building 14G, Service Rd. South, Room 102, BETHESDA MD 20892-5210, (301)496-2527, FAX: (301) 402-0352.

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****(FOR NIEHS USE ONLY, AS REQUIRED.)****

ARTICLE H.43. INTRODUCTION OF RODENTS AND RODENT PRODUCTS - NIEHS

No rodent or rodent product shall be delivered to NIEHS directly or through collaborative research or holding facilities under contract to NIEHS except by prior approval by the Comparative Medicine Branch, NIEHS. The approval form, Application to Introduce Rodents and Rodent Products into NIEHS, is available by contacting the Comparative Medicine Branch, Quality Assurance Laboratory at 919-541-3239. Approval must be obtained by the Contractor prior to shipment to NIEHS of the rodents and/or rodent products. The Contractor must be sure that this approval exists and is current before transferring rodents or rodent products into the NIEHS. Refusal or negligence to do so will be considered a material breach of contract and may be treated as any other such material breach. Requests for approval should be submitted within 30 days of the shipping date to: NIEHS, Comparative Medicine Branch, Quality Assurance Laboratory, PO Box 12233, MD C1-06, Building 101, Room C128, Research Triangle Park, NC, 27709. United States Department of Agriculture permits are required for the importation of monoclonal antibodies, hybridoma cell lines, cell cultures, and other biologic materials that have been in contact with material of animal origin. USDA permit forms and information are available online (http://www.aphis.usda.gov/permits/). A copy of the completed permit form should be submitted to the Comparative Medicine Branch.

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****(USE BELOW, WHEN THE CONTRACT WILL INCLUDE RESEARCH INVOLVING NON HUMAN PRIMATES.)****

ARTICLE H.44. PROTECTION OF PERSONNEL WHO WORK WITH NONHUMAN PRIMATES

All Contractor personnel who work with nonhuman primates or enter rooms or areas containing nonhuman primates shall comply with the procedures set forth in NIH Policy Manual 3044-2, entitled, "Protection of NIH Personnel Who Work with Nonhuman Primates," located at the following URL:

http://oma.od1.nih.gov/manualchapters/intramural/3044-2/

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****(USE BELOW, AS NECESSARY.)****

ARTICLE H.45. OMB CLEARANCE

In accordance with HHSAR 352.211-3, Paperwork Reduction Act, the Contractor shall not proceed with surveys or interviews until such time as Office of Management and Budget (OMB) Clearance for conducting interviews has been obtained by the Contracting Officer's Representative (COR) and the Contracting Officer has issued written approval to proceed.

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****(USE BELOW ONLY IF OER, OLAW HAS GRANTED APPROVAL TO AWARD TO A CONTRACTOR NOT CURRENTLY COVERED BY AN APPROPRIATE ANIMAL WELFARE ASSURANCE AND VALID INSTITUTIONAL ANIMAL CARE AND USE COMMITTEE (IACUC) APPROVAL. THE FOLLOWING **MUST** BE INCLUDED IN ANY CONTRACT RECEIVING THIS CONDITIONAL PREAWARD APPROVAL FROM OLAW.

ADDITIONAL INFORMATION TO COMPLETE THIS ARTICLE:

- Select and/or remove the approval required from the choices in the brackets, as appropriate.)****

ARTICLE H.46. RESTRICTION FROM USE OF LIVE VERTEBRATE ANIMALS

UNDER GOVERNING POLICY, FEDERAL FUNDS ADMINISTERED BY THE PUBLIC HEALTH SERVICE (PHS) SHALL NOT BE EXPENDED FOR RESEARCH INVOLVING LIVE VERTEBRATE ANIMALS WITHOUT PRIOR APPROVAL BY THE OFFICE OF LABORATORY ANIMAL WELFARE (OLAW), OF [**AN ANIMAL WELFARE ASSURANCE THAT COMPLIES WITH THE PHS POLICY ON HUMANE CARE AND USE OF LABORATORY ANIMALS AND/OR A VALID INSTITUTIONAL ANIMAL CARE AND USE COMMITTEE (IACUC) APPROVAL**]. THIS RESTRICTION APPLIES TO ALL PERFORMANCE SITES (e.g. COLLABORATING INSTITUTIONS, SUBCONTRACTORS, SUBGRANTEES) WITHOUT OLAW-APPROVED ASSURANCES, WHETHER DOMESTIC OR FOREIGN.

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS)****

ARTICLE H.47. RESTRICTION ON PORNOGRAPHY ON COMPUTER NETWORKS

The Contractor shall not use contract funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS)****

ARTICLE H.48. GUN CONTROL

The Contractor shall not use contract funds in whole or in part, to advocate or promote gun control.

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****(USE BELOW, WHEN THE CONTRACT WILL CONTAIN OPTIONS. COMPLETE ACCORDING TO TIME PERIODS NEGOTIATED. INCLUDE APPROPRIATE CLAUSE IN SECTION I.

ADDITIONAL INFORMATION TO COMPLETE THIS ARTICLE:

1. Select the applicable Option Clause from the Drop Down List.
2. Select the appropriate information within the brackets. Delete the information that does not apply.)****

ARTICLE H.49. OPTION PROVISION

Unless the Government exercises its option pursuant to the Option Clause set forth in SECTION I., the contract will consist only of the Base Period of the Statement of Work as defined in Sections C and F of the contract. Pursuant to [FAR Clause 52.217-6, Option for Increased Quantity/FAR Clause 52.217-7, Option for Increased Quantity-Separately Priced Line Item/FAR Clause 52.217-8, Option to Extend Services/FAR Clause 52.217-9, Option to Extend the Term of the Contract] set forth in SECTION I. of this

contract, the Government may, by unilateral contract modification, require the Contractor to perform additional options set forth in the Statement of Work and also defined in Sections C and F of the contract. If the Government exercises this option, notice must be given at least 60 days prior to the expiration date of this contract, and the [**Use for Cost-Reimbursement Contracts:** estimated cost [plus fixed fee] of the contract will be increased as set forth in the ESTIMATED COST [PLUS FIXED FEE]/ **Use for Fixed-Price Contracts:** price of the contract will be increased as set forth in the OPTION PRICES] Article in SECTION B of this contract.

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****(USE BELOW WHEN THE CONTRACT WILL BE PERFORMANCE-BASED AND OUTSTANDING PERFORMANCE IS REWARDED BY AN EXTENSION OF THE CONTRACT PERIOD (AWARD TERM).
Notes: *(1) This "award term" incentive differs from the "award option" incentive in the next Article in that this item is a contractual entitlement earned by the contractor and, once earned, should be awarded contingent only upon lack of funds availability or continued need for the supplies/services; and,*
(2) When awarding a Performance Based Acquisition using an "Award Term" incentive, make sure to include the cost/price information for the Award Term(s) in the appropriate Article in Section B. of your contract.

ADDITIONAL INFORMATION TO COMPLETE THIS ARTICLE:

1. **Paragraph a:** When no FEE, remove [ ] language in paragraph, below. If FEE, keep the language and remove the brackets.
2. **Paragraph b.1:** Fill in the information as appropriate. Make sure to delete any sentences that do not apply.
3. **Subparagraph b.3.a:** Insert the date of the "Contractor Assessment Report/Performance Indicators and Standards."
4. **Subparagraph b.3.b.(1) & (2):** IMPORTANT NOTE: The language contained within the brackets in subparagraphs (1) and (2), is suggested only. It is set for a Five year base with two Award Term years. If this is not appropriate for your project, modify the paragraphs to be consistent with your requirement.)****

ARTICLE H.50. AWARD TERM

a. Award Term Contract

This contract contains Award Term incentive(s). Award Terms will be awarded based on the criteria set forth in paragraph b. below. The final decision whether the Award Term has been earned will be made annually and is at the sole discretion of the Contracting Officer.

Award Terms that have been earned, but not yet awarded are contingent on the availability of funds and/or the continuing need of the items or services set forth in the Statement of Work. As the determination not to award the Award Term is not considered a termination, no equitable adjustments to the contract price will be made. There is no guarantee the Government will continue Performance beyond the base performance period.

If the Contracting Officer determines that the Award Term has been earned and the Government's need for the items or services still exists and funds are available, the estimated cost [plus fixed fee] will be increased as set forth in the ESTIMATED COST, [FIXED FEE] AND AWARD TERM Article in

SECTION B of this contract.

b. Award Term Provisions

1. This contract has a base performance period of _ years _____ [insert dates]. The Contractor will have the opportunity to earn _ additional years of work _____ [insert dates here] using the evaluation process described herein. These additional years of work are called Award Terms. The total duration of this contract, including all Award Terms, shall not exceed a period of _ years _____ [insert dates].

2. A unilateral contract modification to add the Award Term will be issued when scoring meets or exceeds that set forth in the contract. The Government shall issue this modification at least 60 days prior to contract expiration. The Award Term determination and the methodology for determining the award term are unilateral decisions made solely by the Government and are not subject to dispute.

3. Quality Assurance Surveillance Plan (QASP)

   a. The Contractor's performance under this contract will be observed and evaluated continuously by the Government. The Contractor Assessment Report will be used to assess Contractor performance and determine whether the Contractor will receive Award Term(s). The Contractor Assessment Report includes Performance Indicators and Standards which identify the indicators to be evaluated and the associated standards for each indicator. A copy of the "Contractor Assessment Report/Performance Indicators and Standards," dated _____ is included as an attachment in SECTION J of this contract.
   b. The "Contractor Assessment Report/Performance Indicators and Standards" will be prepared by the Government, resulting in an overall rating which will be disseminated to the Contractor annually. The Award Term earned will be determined based upon review of the Contractor's performance against the performance indicators and standards as follows:
      1. [*Using the 0-5 point score in the Plan, the Contractor must receive an average of 3.5 or better for the first three years of Contractor performance. In years four and five, the Contractor must receive an average of 3.8 or better in each year to earn the Award Term.]* These goals are intended to be a stretch for the Contractor, but achievable.
      2. [*At the conclusion of year four, in addition to the year four "Contractor Assessment Report/Performance Indicators and Standards," the Government will prepare a summary report which will set forth the average rating for the first three years' of performance and the year four rating. This summary report will be used to determine if the Award Term for year six has been earned. Likewise, at the conclusion of year five, the Government will prepare a "Contractor Assessment Report/Performance Indicators and Standards"and a summary report of year five to determine if the Award Term for year seven has been earned.]*

The advance evaluation of performance is required to allow adequate time for recompetition of the requirement in the event that Contractor performance does not meet the Award Term requirements. If the Contractor does not earn the first Award Term, there will be no opportunity to earn subsequent Award Term(s) and the contract expiration date will remain unchanged.

c. The "Contractor Assessment Report/Performance Indicators and Standards" described herein contains rating criteria used solely to assess whether the Contractor has earned the award term specified in this contract. This report differs from the Contractor Performance Report described in the POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE Article in SECTION G of this contract, which uses a standard rating criteria established for the Federal Contractor Performance System to evaluate overall contract performance. For this reason, the Contractor's performance scores for determining authorization of the award term(s) may differ from the Contractor's performance scores for overall contract performance.

4. Changes to the Contractor Assessment Report/Performance Indicators and Standards

Unilateral changes to the Contractor Assessment Report/Performance Indicators and Standards may be made if the Contractor is provided written notification by the Contracting Officer at least 30 days before the start of the upcoming evaluation period. Changes affecting the current evaluation period must be by mutual agreement of both parties.

5. Contractor Performance Assessment

The Contracting Officer's Representative (COR), and other Government personnel as appropriate, will use the "Contractor Assessment Report/Performance Indicators and Standards" and the associated performance elements and standards to score contract performance for the Award Term determination. The Contracting Officer is responsible for making the final decision on the Contractor's score and for determining whether the Contractor has earned the Award Term.

6. Contractor Performance Evaluation

The COR and Contracting Officer will prepare reports required by FAR 42.15 and described in the POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE Article in SECTION G of this contract to determine the Contractor's overall contract performance. Unless specifically identified as a rating criterion in the "Contractor Assessment Report/Performance Indicators and Standards," this evaluation report will not be used in the Award Term determination.

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****(USE BELOW WHEN THE CONTRACT WILL BE PERFORMANCE-BASED, WITH THE INCENTIVE OF AN AWARD OPTION FOR EXCELLENT PERFORMANCE. THIS ITEM SHOULD BE USED WHEN THE CONTRACTING OFFICER HAS DETERMINED THAT IT IS IN THE BEST INTEREST OF THE GOVERNMENT TO HAVE THE AWARD TERM EVALUATION SERVE AS THE PRECURSOR TO THE DECISION TO EXERCISE THE AWARD OPTION. **Note:** *This item may be more appropriate in high dollar and/or highly complex contracts.*

ADDITIONAL INFORMATION TO COMPLETE THIS ARTICLE:

1. **Subparagraph a (last paragraph):** When no FEE, remove [ ] language in paragraph, below. If FEE, keep the language and remove the brackets.
2. **Subparagraph b.1:** Fill in the information as appropriate. Make sure to delete any sentences that do not apply.
3. **Subparagraph b.3.a:** Insert the date of the "Contractor Assessment Report/Performance Indicators and Standards."
4. **Subparagraph b.3.b.(1) & (2):** IMPORTANT NOTE: The language contained within the brackets in subparagraphs (1) and (2), is suggested only. It is set for a Five year base with two Award Term years. If this is not appropriate for your project, modify the paragraphs to be consistent with your requirement.)****

ARTICLE H.51. AWARD OPTION

a. Award Option Contract

This Contract contains Award Option(s). The Contractor is not entitled to the exercise of any Award Options solely by meeting the criteria of the Quality Assurance Surveillance Plan (QASP). The Award Option evaluation serves as a precursor to the Government exercising its unilateral rights in accordance with FAR Part 17.2. A successful Award Option evaluation precedes the Government's review and determination to exercise or not to exercise the Award Option, in accordance with FAR Part 17.2. There is no guarantee the Government will continue Performance beyond the base performance period.

Award Option(s) will be exercised based on the criteria set forth below, and the final decision whether to exercise the Award Option(s) will be made annually and is at the sole discretion of the Contracting Officer. If the Contracting Officer determines that the standards for the Award Option have been met, and the Government exercises its option, the estimated cost [plus fixed fee] will be increased as set forth in the ESTIMATED COST, [FIXED FEE] AND AWARD TERM Article in SECTION B of this contract.

b. Award Option Provisions

1. This contract has a base performance period of _ years _____ . The Contractor will have the opportunity to earn additional _ years of work _____ using the evaluation process described herein. These additional years of work are called Award Option(s). The total duration of this contract, including all Award Option(s), shall not exceed a period of _ years _____ .

2. A unilateral contract modification to add the Award Option may be issued when scoring meets or exceeds that set forth in the contract. The Award Option determination and the methodology for determining the award option are unilateral decisions made solely by the Government and are not subject to dispute.

3. Quality Assurance Surveillance Plan (QASP)

   a. The Contractor's performance under this contract will be observed and evaluated continuously by the Government. The Contractor Assessment Report will be used to assess Contractor performance and determine whether the Contractor will receive Award Option(s). The Contractor Assessment Report includes Performance Indicators and Standards which identify the indicators to be evaluated and the associated standards for each indicator. A copy of the "Contractor Assessment Report/Performance Indicators and Standards," dated _____ is included as an attachment in SECTION J of this contract.

   b. The "Contractor Assessment Report/Performance Indicators and Standards" will be prepared by the Government, resulting in an overall rating which will be disseminated to the Contractor annually. The Award Option earned will be determined based upon review of the Contractor's performance against the performance indicators and standards as follows:

      1. [Using the 0-5 point score in the Plan, the Contractor must receive an average of 3.5 or better for the first three years of Contractor performance. In years four and five, the Contractor must receive an average of 3.8 or better in each year to earn the Award Option.] These goals are intended to be a stretch for the Contractor, but achievable.

      2. [At the conclusion of year four, in addition to the year four "Contractor Assessment Report/Performance Indicators and Standards," the Government will prepare a summary report which will set forth the average rating for the first three years' of performance and the year four rating. This summary report will be used to determine if the Award Option for year six has been earned. Likewise, at the conclusion of year five, the Government will prepare a "Contractor Assessment Report/Performance Indicators and Standards" and a summary report of year five to determine if the Award Option for year seven has been earned.]

         The advance evaluation of performance is required to allow adequate time for recompetition of the requirement in the event that Contractor performance does not meet the Award Option requirements. If the Contractor does not earn the first Award Option, there will be no opportunity to earn subsequent Award Option(s) and the contract expiration date will remain unchanged.

c. The "Contractor Assessment Report/Performance Indicators and Standards" described herein contains rating criteria used solely to assess whether the Contractor has earned the Award Option specified in this contract. This report differs from the Contractor Performance Report described in the POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE Article in SECTION G of this contract, which uses a standard rating criteria established for the Federal Contractor Performance System to evaluate overall contract performance. For this reason, the Contractor's performance scores for determining authorization of the Award Option(s) may differ from the Contractor's performance scores for overall contract performance.

4. Changes to the Contractor Assessment Report/Performance Indicators and Standards

Unilateral changes to the Contractor Assessment Report/Performance Indicators and Standards may be made if the Contractor is provided written notification by the Contracting Officer at least 30 days before the start of the upcoming evaluation period. Changes affecting the current evaluation period must be by mutual agreement of both parties.

5. Contractor Performance Assessment

The Contracting Officer's Representative (COR), and other Government personnel as appropriate, will use the "Contractor Assessment Report/Performance Indicators and Standards" and the associated performance elements and standards to score contract performance for the Award Option determination. The Contracting Officer is responsible for making the final decision on the Contractor's score and for determining whether the Contractor has earned the Award Option.

6. Contractor Performance Evaluation

The COR, and Contracting Officer will prepare reports required by FAR 42.15 and described in the POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE Article in SECTION G of this contract to determine the Contractor's overall contract performance. Unless specifically identified as a rating criterion in the "Contractor Assessment Report/Performance Indicators and Standards," this evaluation report will not be used in the Award Option determination.

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****(USE BELOW WHEN CONTRACT REQUIRES A SUBCONTRACTING PLAN (All Contracts OVER $700,000 - OR $1.5 million for construction of Public Facilities) EXCEPT SMALL BUSINESS CONTRACTS.)

ADDITIONAL INFORMATION TO COMPLETE THIS ARTICLE:

- **Last Paragraph:** Select appropriate contact from bracketed information within the paragraph; Insert e-mail address for the Government contact; and Select the appropriate title for the Government contact from the bracketed information.)****

ARTICLE H.52. SUBCONTRACTING PROVISIONS

a. **Small Business Subcontracting Plan**

1. The Small Business Subcontracting Plan, dated _____ is attached hereto and made a part of this contract.
2. The failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8, entitled "Utilization of Small Business Concerns" incorporated in this contract and the attached Subcontracting Plan, will be a material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 entitled, "Liquidated Damages-Subcontracting Plan."

b. **Subcontracting Reports**

The Contractor shall submit the following Subcontracting reports electronically via the "electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov .

1. Individual Subcontract Reports (ISR)

   Regardless of the effective date of this contract, the Report shall be due on the following dates for the entire life of this contract:

   April 30th
   October 30th
   Expiration Date of Contract

2. Summary Subcontract Report (SSR)

   Regardless of the effective date of this contract, the Summary Subcontract Report shall be submitted annually on the following date for the entire life of this contract:

   October 30th

   For both the Individual and Summary Subcontract Reports, the [Contracting Officer/Contract Specialist/title of alternate designee] shall be included as a contact for notification purposes at the following e-mail address:

   _____
   [Contracting Officer/Contract Specialist]

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****(USE BELOW IN ALL SBIR CONTRACTS.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

1. **For SBIR Phase I Contracts** : Select "two thirds" from the drop down box.
2. **For SBIR Phase II Contracts** : Select "one half" from the drop down box.
3. Choose the applicable language within the brackets and delete the language that is not appropriate. Awards made by the FY 2014 SBIR solicitation PHS 2014-1 should use "total labor hours." Awards made by the FY 2015 SBIR solicitation PHS 2015-1 should use "total contract costs less profit/fee." Prior to FY 2014, see the applicable SBIR solicitation for guidance.)****

ARTICLE H.53. LIMITATIONS ON SUBCONTRACTING - SBIR

The Contractor shall perform a minimum of [two-thirds/one-half] of the research and/or analytical effort [total labor hours/total contract costs less profit/fee] conducted under this contract. Any deviation from this requirement must be approved in writing by the Contracting Officer.

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***(The security and privacy requirements set forth herein apply to all new and existing information and IT solicitations and contracts, irrespective of dollar amount.) To determine the applicable language for each solicitation and contract, the requiring activity representative must confer with NIH Information System Security Officer (ISSO)/Chief Information Security Officer (CISO) and Privacy Officer/Senior Official for Privacy (SOP) to complete the "Information Security & Privacy Certification Checklists."

ARTICLE H.54. HHS SECURITY AND PRIVACY LANGUAGE FOR INFORMATION AND IT PROCUREMENTS

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****(USE BELOW HHS SECURITY AND PRIVACY LANGUAGE FOR INFORMATION AND IT PROCUREMENTS, IN ALL SOLICITATIONS AND CONTRACTS FOR PROCUREMENTS REQUIRING INFORMATION SECURITY AND/OR PHYSICAL ACCESS SECURITY.
NOTE:
A procurement requires security if, as a result of the procurement, any contractor (and/or any subcontractor) employee:

- will develop, have the ability to access, use, or host and/or maintain government information and/or government information system(s), including instances of remote access to or physical removal of such information beyond agency premises or control; or
- will have regular or prolonged physical access to a "federally-controlled facility," as defined in FAR Subpart 2.1.

Physical and Logical Access refers to when contractor personnel (and/or any subcontractor) are expected to have (1) routine physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3) access to government information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3) as per the HHSAR Subpart 304.13 - Personal Identity Verification and OMB M-05-24, Implementation of Homeland Security Presidential Directive (HSPD) 12 - Policy for a Common Identification Standard for Federal Employees and Contractors.

Additional guidance is located in Table 2, Position Sensitivity Designations for Individuals Accessing Agency Information at:
https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Pages/table2.aspx
General Resource Information for this Article:

- For more information, see HHS OCIO Policies at: https://www.hhs.gov/about/agencies/asa/ocio/cybersecurity/information-security-privacy-program/index.html
- The Contract Specialist, Project Officer, I/C Information Systems Security Officer (ISSO), and/or Privacy Officer can assist the acquisition staff in tailoring the language in the below Article. If additional guidance is needed, contact NIH Office of the Chief Information Officer (OCIO) at nihisaopolicy@mail.nih.gov)****

ARTICLE H.54.1. INFORMATION SECURITY AND/OR PHYSICAL ACCESS SECURITY

A. Baseline Security Requirements

1. **Applicability-** The requirements herein apply whether the entire contract or order (hereafter "contract"), or portion thereof, includes either or both of the following:

a. Access (Physical or Logical) to Government Information: A Contractor (and/or any subcontractor) employee will have or will be given the ability to have, routine physical (entry) or logical (electronic) access to government information.
b. Operate a Federal System Containing Information: A Contractor (and/or any subcontractor) will operate a federal system and information technology containing data that supports the HHS mission. In addition to the Federal Acquisition Regulation (FAR) Subpart 2.1 definition of

"information technology" (IT), the term as used in this section includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

2. **Safeguarding Information and Information Systems-** In accordance with the Federal Information Processing Standards Publication (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems, the Contractor (and/or any subcontractor) shall:

a. Protect government information and information systems in order to ensure:

- **Confidentiality** , which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary information;
- **Integrity** , which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity; and
- **Availability** , which means ensuring timely and reliable access to and use of information.

b. Provide security for any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor on behalf of HHS regardless of location. In addition, if new or unanticipated threats or hazards are discovered by either the agency or contractor, or if existing safeguards have ceased to function, the discoverer shall immediately, **within one (1) hour or less** , bring the situation to the attention of the other party.

c. Adopt and implement the policies, procedures, controls, and standards required by the HHS Information Security Program to ensure the confidentiality, integrity, and availability of government information and government information systems for which the Contractor is responsible under this contract or to which the Contractor may otherwise have access under this contract. Obtain the HHS Information Security Program security requirements, outlined in the HHS Information Security and Privacy Policy (IS2P), by contacting the CO/COR or emailing fisma@hhs.gov.

d. Comply with the Privacy Act requirements.

3. **Information Security Categorization-** In accordance with FIPS 199 and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-60, Volume II: Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories, Contractor Non-Disclosure Agreement and based on information provided by the ISSO, CISO, or other security representative, the risk level for each Security Objective and the Overall Risk Level, which is the highest watermark of the three factors (Confidentiality, Integrity, and Availability) of the information or information system are the following:

Confidentiality:	[ ] Low	[ ] Moderate	[ ] High
Integrity:	[ ] Low	[ ] Moderate	[ ] High
Availability:	[ ] Low	[ ] Moderate	[ ] High
Overall Risk Level:	[ ] Low	[ ] Moderate	[ ] High

Based on information provided by the ISSO, Privacy Office, system/data owner, or other security or privacy representative, it has been determined that this solicitation/contract involves:

[ ] No PII [ ] Yes PII

Personally Identifiable Information (PII). Per the Office of Management and Budget (OMB) Circular A-130, "PII is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Examples of PII include, but are not limited to the following: social security number, date and place of birth, mother's maiden name, biometric records, etc.

PII Confidentiality Impact Level has been determined to be: [ ] Low [ ] Moderate [ ] High

4. **Controlled Unclassified Information (CUI)-** CUI is defined as "information that laws, regulations, or Government-wide policies require to have safeguarding or dissemination controls, excluding classified information." The Contractor (and/or any subcontractor) must comply with Executive Order 13556, Controlled Unclassified Information, (implemented at 3 CFR, part 2002) when handling CUI. 32 C.F.R. 2002.4(aa) As implemented the term "handling" refers to "…any use of CUI, including but not limited to marking, safeguarding, transporting, disseminating, re-using, and disposing of the information." 81 Fed. Reg. 63323. All sensitive information that has been identified as CUI by a regulation or statute, handled by this solicitation/contract, shall be:

a. Marked appropriately;
b. Disclosed to authorized personnel on a Need-To-Know basis;
c. Protected in accordance with NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline if handled by a Contractor system operated on behalf of the agency, or NIST SP 800-171, Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations if handled by internal Contractor system; and
d. Returned to HHS control, destroyed when no longer needed, or held until otherwise directed. Destruction of information and/or data shall be accomplished in accordance with NIST SP 800-88, Guidelines for Media Sanitization.

5. **Protection of Sensitive Information-** For security purposes, information is or may be sensitive because it requires security to protect its confidentiality, integrity, and/or availability. The Contractor (and/or any subcontractor) shall protect all government information that is or may be sensitive in accordance with OMB Memorandum M-06-16, Protection of Sensitive Agency Information by securing it with a FIPS 140-2 validated solution.
6. **Confidentiality and Nondisclosure of Information-** Any information provided to the contractor (and/or any subcontractor) by HHS or collected by the contractor on behalf of HHS shall be used only for the purpose of carrying out the provisions of this contract and shall not be disclosed or made known in any manner to any persons except as may be necessary in the performance of the contract. The Contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its employees and subcontractors shall be under the supervision of the Contractor. Each Contractor employee or any of its subcontractors to whom any HHS records may be made available or disclosed shall be notified in writing by the Contractor that information disclosed to such employee or subcontractor can be used only for that purpose and to the extent authorized herein.

The confidentiality, integrity, and availability of such information shall be protected in accordance with HHS and NIH policies. Unauthorized disclosure of information will be subject to the HHS/NIH sanction policies and/or governed by the following laws and regulations:

a. 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records);
b. 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information); and
c. 44 U.S.C. Chapter 35, Subchapter I (Paperwork Reduction Act).

Each employee, including subcontractors, having access to non-public Department information under this acquisition shall complete the "Commitment to Protect Non-Public Information - Contractor Employee Agreement" located at:
https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf. A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Project Officer/COR prior to performing any work under this acquisition.

7. **Internet Protocol Version 6 (IPv6)-** All procurements using Internet Protocol shall comply with OMB Memorandum M-05-22, Transition Planning for Internet Protocol Version 6 (IPv6).
8. **Government Websites-** All new and existing public-facing government websites must be securely configured with Hypertext Transfer Protocol Secure (HTTPS) using the most recent version of Transport Layer Security (TLS). In addition, HTTPS shall enable HTTP Strict Transport Security (HSTS) to instruct compliant browsers to assume HTTPS at all times to reduce the number of insecure redirects and protect against attacks that attempt to downgrade connections to plain HTTP. For internal-facing websites, the HTTPS is not required, but it is highly recommended.
9. **Contract Documentation-** The Contractor shall use provided templates, policies, forms and other agency documents provided by the Contracting Officer and the Contracting Officer's Representative to comply with contract deliverables as appropriate.
10. **Standard for Encryption-** The Contractor (and/or any subcontractor) shall:

a. Comply with the HHS Standard for Encryption of Computing Devices and Information to prevent unauthorized access to government information.
b. Encrypt all sensitive federal data and information (i.e., PII, protected health information [PHI], proprietary information, etc.) in transit (i.e., email, network connections, etc.) and at rest (i.e., servers, storage devices, mobile devices, backup media, etc.) with FIPS 140-2 validated encryption solution.
c. Secure all devices (i.e.: desktops, laptops, mobile devices, etc.) that store and process government information and ensure devices meet HHS and NIH-specific encryption standard requirements. Maintain a complete and current inventory of all laptop computers, desktop computers, and other mobile devices and portable media that store or process sensitive government information (including PII).
d. Verify that the encryption solutions in use have been validated under the Cryptographic Module Validation Program to confirm compliance with FIPS 140-2. The Contractor shall provide a written copy of the validation documentation to the Contracting Officer and the Contracting Officer's Technical Representative within ***15 days*** of the validation .
e. Use the Key Management system on the HHS personal identification verification (PIV) card or establish and use a key recovery mechanism to ensure the ability for authorized personnel to encrypt/decrypt information and recover encryption keys. Encryption keys shall be provided to the COR upon request and at the conclusion of the contract.

11. **Contractor Non-Disclosure Agreement (NDA)-** Each Contractor (and/or any subcontractor) employee having access to non-public government information under this contract shall complete the NIH non-disclosure agreement https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf , as applicable. A copy of each signed and witnessed NDA shall be submitted to the Contracting Officer (CO) and/or CO Representative (COR) prior to performing any work under this acquisition.
12. **Privacy Threshold Analysis (PTA)/Privacy Impact Assessment (PIA)-** The Contractor shall assist the NIH Office of the Senior Official for Privacy (SOP) or designee with conducting a PTA for the information system and/or information handled under this contract to determine whether or not a full PIA needs to be completed. The NIH PIA guide is located at https://oma.od.nih.gov/forms/Privacy%20Documents/Documents/NIH%20PIA%20Guide.pdf .

a. If the results of the PTA show that a full PIA is needed, the Contractor shall assist the OpDiv SOP or designee with completing a PIA for the system or information within ***60 days*** after completion of the PTA and in accordance with HHS policy and OMB M-03-22, Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002.
b. The Contractor shall assist the NIH Office of the SOP or designee in reviewing the PIA at least every three years throughout the system development lifecycle (SDLC)/information lifecycle, or when determined by the agency that a review is required based on a major change to the system, or when new types of PII are collected that introduces new or increased privacy risks, whichever comes first.

B. **TRAINING**

1. **Mandatory Training for All Contractor Staff-** All Contractor (and/or any subcontractor) employees assigned to work on this contract shall complete the applicable HHS/NIH Contractor Information Security Awareness, Privacy, and Records Management training course at http://irtsectraining.nih.gov/ before performing any work under this contract. Thereafter, the employees shall complete NIH Information Security Awareness, Privacy, and Records Management training at least annually, during the life of this contract. All provided training shall be compliant with HHS training policies.
2. **Role-based Training-** All Contractor (and/or any subcontractor) employees with significant security responsibilities (as determined by the program manager) must complete role-based training annually commensurate with their role and responsibilities in accordance with HHS policy and the HHS Role-Based Training (RBT) of Personnel with Significant Security Responsibilities Memorandum. Read further guidance about the NIH Role-based Training https://www.hhs.gov/about/agencies/asa/ocio/cybersecurity/security-awareness-training/index.html .
3. **Training Records-** The Contractor (and/or any subcontractor) shall maintain training records for all its employees working under this contract in accordance with HHS policy. A copy of the training records shall be provided to the CO and/or COR within 30 days after contract award and ***annually*** thereafter or upon request.

C. **RULES OF BEHAVIOR**

1. The Contractor (and/or any subcontractor) shall ensure that all employees performing on the contract comply with the HHS Information Technology General Rules of Behavior, and comply with the NIH Information Technology General Rules of Behavior https://www.hhs.gov/about/agencies/asa/ocio/cybersecurity/security-awareness-training/index.html , which are contained in the NIH Information Security Awareness Training Course http://irtsectraining.nih.gov
2. All Contractor employees performing on the contract must read and adhere to the Rules of Behavior before accessing Department data or other information, systems, and/or networks that store/process government information, initially at the beginning of the contract and at least annually thereafter, which may be done as part of annual NIH Information Security Awareness Training. If the training is provided by the contractor, the signed Rules of Behavior must be provided as a separate deliverable to the CO and/or COR per defined timelines above.

D. **INCIDENT RESPONSE**

The Contractor (and/or any subcontractor) shall respond to all alerts/Indicators of Compromise (IOCs) provided by HHS Computer Security Incident Response Center (CSIRC)/NIH IRT teams within 24 hours, whether the response is positive or negative.

FISMA defines an incident as "an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines incidents as events involving cyber security and privacy threats, such as viruses, malicious user activity, loss of, unauthorized disclosure or destruction of data, and so on.

A privacy breach is a type of incident and is defined by Federal Information Security Modernization Act (FISMA) as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines a breach as "a suspected or confirmed incident involving PII".

In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor) shall:

1. Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract so as to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.
2. DO NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send NIH approved notifications to affected individuals individuals in accordance with https://wiki.ocio.nih.gov/wiki/index.php/US-CERT_Federal_Incident_Notification_Guidelines .
3. Report all suspected and confirmed information security and privacy incidents and breaches to the NIH Incident Response Team (IRT) via email at IRT@mail.nih.gov , COR, CO, the NIH Office of the SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than one (1) hour, and consistent with the applicable NIH and HHS policy and

procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contract information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:

a. cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;
b. not include any sensitive information in the subject or body of any reporting e-mail; and
c. encrypt sensitive information in attachments to email, media, etc.

4. Comply with OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information HHS and NIH incident response policies when handling PII breaches.
5. Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls. This may also involve physical access to contractor facilities during a breach/incident investigation within an hour of discovery.

E. POSITION SENSITIVITY DESIGNATIONS

All Contractor (and/or any subcontractor) employees must obtain a background investigation commensurate with their position sensitivity designation that complies with Parts 1400 and 731 of Title 5, Code of Federal Regulations (CFR). The following position sensitivity designation levels apply to this solicitation/contract:

[ ] Level 6: Public Trust - High Risk. Contractor/subcontractor employees assigned to Level 6 positions shall undergo a Suitability Determination and Background Investigation (MBI).

[ ] Level 5: Public Trust - Moderate Risk. Contractor/subcontractor employees assigned to Level 5 positions with no previous investigation and approval shall undergo a Suitability Determination and a Minimum Background Investigation (MBI), or a Limited Background Investigation (LBI).

[ ] Level 1: Non-Sensitive. Contractor/subcontractor employees assigned to Level 1 positions shall undergo a Suitability Determination and National Check and Inquiry Investigation (NACI).

F. HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD)-12

The Contractor (and/or any subcontractor) and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; OMB M-05-24; FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors; HHS HSPD-12 policy; and Executive Order 13467, Part 1 §1.2.

For additional information, see HSPD-12 policy at: https://www.dhs.gov/homeland-security-presidential-directive-12)

Roster-

a. The Contractor (and/or any subcontractor) shall submit a roster by name, position, e-mail address, phone number and responsibility, of all staff working under this acquisition where the Contractor will develop, have the ability to access, or host and/or maintain a government information system(s). The roster shall be submitted to the COR and/or CO within fourteen (14) calendar days after the effective date of this contract. Any revisions to the roster as a result of staffing changes shall be submitted within seven (7) calendar days of the change. The COR will notify the Contractor of the appropriate level of investigation required for each staff member. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at: https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx.
b. If the Contractor is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate suitability level. Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.
c. Upon receipt of the Government's notification of applicable Suitability Investigations required, the Contractor shall complete and submit the required forms within 30 days of the notification.
d. The Contractor shall notify the Contracting Officer in advance when any new personnel, who are subject to a background check/investigation, will work under the contract and if they have previously been the subject of national agency checks or background investigations.
e. All contractor and subcontractor employees shall comply with the conditions established for their designated position sensitivity level prior to performing any work under this contract. Contractors may begin work after the fingerprint check has been completed.
f. Investigations are expensive and may delay performance, regardless of the outcome of the investigation. Delays associated with rejections and consequent re-investigations may not be excusable in accordance with the FAR clause, Excusable Delays - see FAR 52.249-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.
g. Typically, the Government investigates personnel at no cost to the Contractor. However, multiple investigations for the same position may, at the Contracting Officer's discretion, justify reduction(s) in the contract price of no more that the cost of the additional investigation(s).
h. The Contractor shall include language similar to this "HHS Controlled Facilities and Information Systems Security" language in all subcontracts that require subcontractor personnel to have the same frequency and duration of (1) physical access to an HHS-controlled facility; (2) logical access to an HHS-controlled information system; (3) access to sensitive HHS data/information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).
i. The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer or designee.
j. Within 7 calendar days after the Government's final acceptance of the work under this contract, or upon termination of the contract, the Contractor shall return all identification badges to the Contracting Officer or designee.

G. **CONTRACT INITIATION AND EXPIRATION**

1. **General Security Requirements-** The Contractor (and/or any subcontractor) shall comply with information security and privacy requirements, Enterprise Performance Life Cycle (EPLC) processes, HHS Enterprise Architecture requirements to ensure information is appropriately protected from initiation to expiration of the contract. All information systems development or enhancement tasks supported by the contractor shall follow the HHS EPLC framework and methodology or and in accordance with the HHS Contract Closeout Guide (2012).

   HHS EA requirements may be located here: https://www.hhs.gov/sites/default/files/ocio/eplc-lifecycle-framework.pdf

2. **System Documentation-** Contractors (and/or any subcontractors) must follow and adhere to NIST SP 800-64, Security Considerations in the System Development Life Cycle, at a minimum, for system development and provide system documentation at designated intervals (specifically, at the expiration of the contract) within the EPLC that require artifact review and approval.
3. **Sanitization of Government Files and Information-** As part of contract closeout and at expiration of the contract, the Contractor (and/or any subcontractor) shall provide all required documentation in accordance with the NIH Media Sanitization and Disposal Policy to the CO and/or COR to certify that, at the government's direction, all electronic and paper records are appropriately disposed of and all devices and media are sanitized in accordance with NIST SP 800-88, Guidelines for Media Sanitization.
4. **Notification-** The Contractor (and/or any subcontractor) shall notify the CO and/or COR and system ISSO within ***fifteen days*** before an employee stops working under this contract.
5. **Contractor Responsibilities Upon Physical Completion of the Contract-** The contractor (and/or any subcontractors) shall return all government information and IT resources (i.e., government information in non-government-owned systems, media, and backup systems) acquired during the term of this contract to the CO and/or COR. Additionally, the Contractor shall provide a certification that all government information has been properly sanitized and purged from Contractor-owned systems, including backup systems and media used during contract performance, in accordance with HHS and/or NIH policies.
6. The Contractor (and/or any subcontractor) shall perform and document the actions identified in the NIH Contractor Employee Separation Checklist https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf when an employee terminates work under this contract within 2 days of the employee's exit from the contract. All documentation shall be made available to the CO and/or COR upon request.

H. **RECORDS MANAGEMENT AND RETENTION**

The Contractor (and/or any subcontractor) shall maintain all information in accordance with Executive Order 13556 -- Controlled Unclassified Information, National Archives and Records Administration (NARA) records retention policies and schedules and HHS/NIH policies and shall not dispose of any records unless authorized by HHS/NIH.

In the event that a contractor (and/or any subcontractor) accidentally disposes of or destroys a record without proper authorization, it shall be documented and reported as an incident in accordance with HHS/NIH policies.

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****(USE BELOW HHS SECURITY AND PRIVACY LANGUAGE FOR INFORMATION AND IT PROCUREMENTS, IN SOLICITATIONS, CONTRACTS AND ORDERS THAT REQUIRE THE DESIGN, DEVELOPMENT, OR OPERATION OF A SYSTEM OF RECORDS TO NOTIFY THE CONTRACTOR THAT IT AND ITS EMPLOYEES ARE SUBJECT TO CRIMINAL PENALTIES FOR VIOLATIONS OF THE PRIVACY ACT (5 U.S.C. 552A(I) TO THE SAME EXTENT AS HHS EMPLOYEES. See HHSAR 324.105(a) for more information .)****

NOTE:

This language does not alleviate the requirement to properly incorporate the three FAR and HHSAR clauses identified below in the applicable solicitation and resultant contract.

The following definitions and clauses are relevant to this section:

1. FAR Subpart 24.101- Definitions. Consult the definitions of "agency," "individual," "maintain," "operation of a system of records," "record," and "system of records on individuals" to determine if the Privacy Act applies. If the Privacy Act applies, the following three clauses must be incorporated.
2. FAR Clause 52.224-1 Privacy Act Notification.
3. FAR Clause 52.224-2 Privacy Act.
4. HHSAR Clause 352.224-70 Privacy Act. NOTE: This clause requires inclusion of Language specifying the applicable system(s) of records or proposed system(s) of records, the design, development, or operation work the Contractor is to perform, and the records disposition instructions to be followed by the Contractor upon completion of contract performance.

ARTICLE H.54.2. PRIVACY ACT

It has been determined that this contract is subject to the Privacy Act of 1974, because this contract provides for the design, development, or operation of a system of records on individuals.

The System of Records Notice (SORN) that is applicable to this contract is: _____ [*Insert SORN number if one exists. If there is no SORN, indicate that a SORN will be developed*].

The design, development, or operation work the Contractor is to perform is: _____ [*Insert description of design, development, and/or operation work; see definitions in the FAR at 24.101 - Definitions*].

The Contractor and any Subcontractor must follow disposition to be made of the Privacy Act records upon completion of contract performance shall be in accordance with Section C of the contract, and by direction of the Contracting Officer/Contracting Officer's representative.

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR GOVERNMENT INFORMATION PROCESSED ON GOCO OR COCO SYSTEMS. In addition to definitions and clauses specified in clause "Procurement Requiring Information Security and/or Physical Access Security" and applicable definitions and clauses in "Requirements for Procurements Involving Privacy Act Records.")****

The following FAR references are relevant to this section:

1. FAR Part 52 including clauses 52.239-1 and 52.204-21 (Section 4.A.)
2. FAR Subpart 39.101(c) (Section 4.5)b.)

ARTICLE H.54.3. GOVERNMENT INFORMATION PROCESSED ON GOCO OR COCO SYSTEMS

A. SECURITY REQUIREMENTS FOR GOVERNMENT-OWNED/CONTRACTOR-OPERATED (GOCO)AND CONTRACTOR-OWNED/CONTRACTOR-OPERATED (COCO) RESOURCES

1. **Federal Policies-** The Contractor (and/or any subcontractor) shall comply with applicable federal laws that include, but are not limited to, the HHS Information Security and Privacy Policy (IS2P), Federal Information Security Modernization Act (FISMA) of 2014, (44 U.S.C. 101); National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations; Office of Management and Budget (OMB) Circular A-130, Managing Information as a Strategic Resource; and other applicable federal laws, regulations, NIST guidance, and Departmental policies.
2. **Security Assessment and Authorization (SA&A)-** A valid authority to operate (ATO) certifies that the Contractor's information system meets the contract's requirements to protect the agency data. If the system under this contract does not have a valid ATO, the Contractor (and/or any subcontractor) shall work with the agency and supply the deliverables required to complete the ATO within the specified timeline(s) within three (3) months after contract award. The Contractor shall conduct the SA&A requirements in accordance with HHS IS2P, NIST SP 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach (latest revision).

For an existing ATO, Contracting Officer Representative must make a determination if the existing ATO provides appropriate safeguards or if an additional ATO is required for the performance of the contract and state as such.

NIH acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the system security and privacy controls are implemented and operating effectively.

a. **<u>SA&A Package Deliverables -</u>** The Contractor (and/or any subcontractor) shall provide an SA&A package within 30 days of contract award to the CO and/or COR. The following SA&A deliverables are required to complete the SA&A package.

- **System Security Plan (SSP) -** due within 30 days after contract award. The SSP shall comply with the NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, the Federal Information Processing Standard (FIPS) 200, Recommended Security Controls for Federal Information Systems, and NIST SP 800-53, Security and Privacy Controls for Federal Information Systems and Organizations applicable baseline requirements, and other applicable NIST guidance as well as HHS and NIH policies and other guidance. The SSP shall be consistent with and detail the

approach to IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The SSP shall provide an overview of the system environment and security requirements to protect the information system as well as describe all applicable security controls in place or planned for meeting those requirements. It should provide a structured process for planning adequate, cost-effective security protection for a system. The Contractor shall update the SSP at least annually thereafter.

- **Security Assessment Plan/Report (SAP/SAR) -** due 30 days after the contract award. The security assessment shall be conducted by the assessor and be consistent with NIST SP 800-53A, NIST SP 800-30, and HHS and NIH policies. The assessor will document the assessment results in the SAR.

The NIH should determine which security control baseline applies and then make a determination on the appropriateness/necessity of obtaining an independent assessment. Assessments of controls can be performed by contractor, government, or third parties, with third party verification considered the strongest. If independent assessment is required, include statement below.

Thereafter, the Contractor, in coordination with the NIH shall conduct/assist in the assessment of the security controls and update the SAR at least annually.

- **Independent Assessment -** due 90 days after the contract award. The Contractor (and/or subcontractor) shall have an independent third-party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the Security Authorization package, and report on technical, operational, and management level deficiencies as outlined in NIST SP 800-53. The Contractor shall address all "high" deficiencies before submitting the package to the Government for acceptance. All remaining deficiencies must be documented in a system Plan of Actions and Milestones (POA&M).
- **POA&M -** due 30 days after contract award. The POA&M shall be documented consistent with the HHS Standard for Plan of Action and Milestones and NIH policies. All high-risk weaknesses must be mitigated within 30 days and all medium weaknesses must be mitigated within 60 days from the date the weaknesses are formally identified and documented. The NIH will determine the risk rating of vulnerabilities.

  Identified risks stemming from deficiencies related to the security control baseline implementation, assessment, continuous monitoring, vulnerability scanning, and other security reviews and sources, as documented in the SAR, shall be documented and tracked by the Contractor for mitigation in the POA&M document. Depending on the severity of the risks, NIH may require designated POAM weaknesses to be remediated before an ATO is issued. There after, the POA&M shall be updated at least quarterly.
- **Contingency Plan and Contingency Plan Test -** due 60 days after contract award. The Contingency Plan must be developed in accordance with NIST SP 800-34, Contingency Planning Guide for Federal Information Systems, and be consistent with HHS and NIH policies. Upon acceptance by the System Owner, the Contractor, in coordination with the System Owner, shall test the Contingency Plan and prepare a Contingency Plan Test Report that includes the test results, lessons learned and any action items that need to be addressed. Thereafter, the Contractor shall update and test the Contingency Plan at least annually.
- **E-Authentication Questionnaire -** The contractor (and/or any subcontractor) shall collaborate with government personnel to ensure that an E-Authentication Threshold Analysis (E-auth TA) is completed to determine if a full E-Authentication Risk Assessment (E-auth RA) is necessary. System documentation developed for a system using E-auth TA/E-auth RA methods shall follow OMB 04-04 and NIST SP 800-63, Rev. 2, *Electronic Authentication Guidelines.*

Based on the level of assurance determined by the E-Auth, the Contractor (and/or subcontractor) must ensure appropriate authentication to the system, including remote authentication, is in-place in accordance with the assurance level determined by the E-Auth (when required) in accordance with HHS policies.

b. **Information Security Continuous Monitoring-** Upon the government issuance of an Authority to Operate (ATO), the Contractor (and/or subcontractor)-owned/operated systems that input, store, process, output, and/or transmit government information, shall meet or exceed the information security continuous monitoring (ISCM) requirements in accordance with FISMA and NIST SP 800-137, *Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations* , and HHS IS2P. The following are the minimum requirements for ISCM:

- **Annual Assessment/Pen Test -** Assess the system security and privacy controls (or ensure an assessment of the controls is conducted) at least annually to determine the implemented security and privacy controls are operating as intended and producing the desired results (this may involve penetration testing conducted by the agency or independent third-party. In addition, review all relevant SA&A documentation (SSP, POA&M, Contingency Plan, etc.) and provide updates by specified due date provided by the Contracting Officer's Representative.
- **Asset Management -** Using any available Security Content Automation Protocol (SCAP)-compliant automated tools for active/passive scans, provide an inventory of all information technology (IT) assets for hardware and software, (computers, servers, routers, databases, operating systems, etc.) that are processing HHS-owned information/data. It is anticipated that this inventory information will be required to be produced at least 60 days after contract award. IT asset inventory information shall include IP address, machine name, operating system level, security patch level, and SCAP-compliant format information. The contractor shall maintain a capability to provide an inventory of 100% of its IT assets using SCAP-compliant automated tools.
- **Configuration Management -** Use available SCAP-compliant automated tools, per NIST IR 7511, for authenticated scans to provide visibility into the security configuration compliance status of all IT assets, (computers, servers, routers, databases, operating systems, application, etc.) that store and process government information. Compliance will be measured using IT assets and standard HHS and government configuration baselines at least within 60 days. The contractor shall maintain a capability to provide security configuration compliance information for 100% of its IT assets using SCAP-compliant automated tools.
- **Configuration Management -** Use available SCAP-compliant automated tools, per NIST IR 7511, for authenticated scans to provide visibility into the security configuration compliance status of all IT assets, (computers, servers, routers, databases, operating systems, application, etc.) that store and process government information. Compliance will be measured using IT assets and standard HHS and government configuration baselines at least within 60 days. The contractor shall maintain a capability to provide security configuration compliance information for 100% of its IT assets using SCAP-compliant automated tools.
- **Vulnerability Management -** Use SCAP-compliant automated tools for authenticated scans to scan information system(s) and detect any security vulnerabilities in all assets (computers, servers, routers, Web applications, databases, operating systems, etc.) that store and process government information. Contractors shall actively manage system vulnerabilities using automated tools and technologies where practicable and in accordance with HHS policy. Automated tools shall be compliant with NIST-specified SCAP standards for vulnerability identification and management. The contractor shall maintain a capability to provide security vulnerability scanning information for

100% of IT assets using SCAP-compliant automated tools and report to the agency at least within 30 days of the contract award.

- **Patching and Vulnerability Remediation -** Install vendor released security patches and remediate critical and high vulnerabilities in systems processing government information in an expedited manner, within vendor and agency specified timeframes.
- **Secure Coding -** Follow secure coding best practice requirements, as directed by United States Computer Emergency Readiness Team (US-CERT) specified standards and the Open Web Application Security Project (OWASP), that will limit system software vulnerability exploits.
- **Boundary Protection -** The contractor shall ensure that government information, other than unrestricted information, being transmitted from federal government entities to external entities is routed through a Trusted Internet Connection (TIC).

1. Government Access for Security Assessment. In addition to the Inspection Clause in the contract, the Contractor (and/or any subcontractor) shall afford the Government access to the Contractor's facilities, installations, operations, documentation, information systems, and personnel used in performance of this contract to the extent required to carry out a program of security assessment (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of federal data or to the protection of information systems operated on behalf of HHS, including but are not limited to:

a. At any tier handling or accessing information, consent to and allow the Government, or an independent third party working at the Government's direction, without notice at any time during a weekday during regular business hours contractor local time, to access contractor and subcontractor installations, facilities, infrastructure, data centers, equipment (including but not limited to all servers, computing devices, and portable media), operations, documentation (whether in electronic, paper, or other forms), databases, and personnel which are used in performance of the contract.

The Government includes but is not limited to the U.S. Department of Justice, U.S. Government Accountability Office, and the HHS Office of the Inspector General (OIG). The purpose of the access is to facilitate performance inspections and reviews, security and compliance audits, and law enforcement investigations. For security audits, the audit may include but not be limited to such items as buffer overflows, open ports, unnecessary services, lack of user input filtering, cross site scripting vulnerabilities, SQL injection vulnerabilities, and any other known vulnerabilities.

b. At any tier handling or accessing protected information, fully cooperate with all audits, inspections, investigations, forensic analysis, or other reviews or requirements needed to carry out requirements presented in applicable law or policy. Beyond providing access, full cooperation also includes, but is not limited to, disclosure to investigators of information sufficient to identify the nature and extent of any criminal or fraudulent activity and the individuals responsible for that activity. It includes timely and complete production of requested data, metadata, information, and records relevant to any inspection, audit, investigation, or review, and making employees of the contractor available for interview by inspectors, auditors, and investigators upon request. Full

cooperation also includes allowing the Government to make reproductions or copies of information and equipment, including, if necessary, collecting a machine or system image capture.

c. Segregate Government protected information and metadata on the handling of Government protected information from other information. Commingling of information is prohibited. Inspectors, auditors, and investigators will not be precluded from having access to the sought information if sought information is commingled with other information.
d. Cooperate with inspections, audits, investigations, and reviews.

4. **End of Life Compliance-** The Contractor (and/or any subcontractor) must use Commercial off the Shelf (COTS) software or other software that is supported by the manufacturer. In addition, the COTS/other software need to be within one major version of the current version; deviation from this requirement will only be allowed via the HHS waiver process (approved by HHS CISO). The contractor shall retire and/or upgrade all software/systems that have reached end-of-life in accordance with HHS End-of-Life Operating Systems, Software, and Applications Policy.
5. **Desktops, Laptops, and Other Computing Devices Required for Use by the Contractor-** The Contractor (and/or any subcontractor) shall ensure that all IT equipment (e.g., laptops, desktops, servers, routers, mobile devices, peripheral devices, etc.) used to process information on behalf of HHS are deployed and operated in accordance with approved security configurations and meet the following minimum requirements:

a. Encrypt equipment and sensitive information stored and/or processed by such equipment in accordance with HHS and FIPS 140-2 encryption standards.
b. Configure laptops and desktops in accordance with the latest applicable United States Government Configuration Baseline (USGCB), and HHS Minimum Security Configuration Standards;
c. Maintain the latest operating system patch release and anti-virus software definitions within 15 days.
d. Validate the configuration settings after hardware and software installation, operation, maintenance, update, and patching and ensure changes in hardware and software do not alter the approved configuration settings; and
e. Automate configuration settings and configuration management in accordance with HHS security policies, including but not limited to:

- Configuring its systems to allow for periodic HHS vulnerability and security configuration assessment scanning; and
- Using Security Content Automation Protocol (SCAP)-validated tools with USGCB Scanner capabilities to scan its systems at least on a monthly basis and report the results of these scans to the CO and/or COR, Project Officer, and any other applicable designated POC.

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR PROCUREMENT INVOLVING CLOUD SERVICES
In addition to the standard baseline language in Section "Procurement Requiring Information Security and/or Physical Access Security" and applicable language from clause "Requirements for Procurements Involving Privacy Act Records." and section for "Government Information Processed on GOCO/COCO Systems." These include: Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and information systems moving to a cloud environment. The requiring activity representative must confer with the NIH's System Owner, ISSO or CISO, and the NIH Office of SOP to determine any additional security and privacy requirements applicable to the solicitation/contract that need to be included)****

ARTICLE H.54.4. CLOUD SERVICES

A. **HHS FedRAMP Privacy and Security Requirements**

The Contractor (and/or any subcontractor) shall be responsible for the following privacy and security requirements:

a. **FedRAMP Compliant ATO.** Comply with FedRAMP Security Assessment and Authorization (SA&A) requirements and ensure the information system/service under this contract has a valid FedRAMP compliant (approved) authority to operate (ATO) in accordance with Federal Information Processing Standard (FIPS) Publication 199 defined security categorization. If a FedRAMP compliant ATO has not been granted, the Contractor shall submit a plan to obtain a FedRAMP compliant ATO by 30 days of the contract award.

b. A security control assessment must be conducted by a FedRAMP third-party assessment organization (3PAO) for the initial ATO and annually thereafter or whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan.

2. **Data Jurisdiction-** The contractor shall store all information within the security authorization boundary, data at rest or data backup, within the continental United States (CONUS) if so required as stated in section C.

3. **Service Level Agreements-** Add when applicable/Mark as Not Applicable _____ The Contractor shall understand the terms of the service agreements that define the legal relationships between cloud customers and cloud providers and work with NIH to develop and maintain an SLA.

4. **Interconnection Agreements/Memorandum of Agreements-** Add when applicable/Mark as Not Applicable _____ The Contractor shall establish and maintain Interconnection Agreements and or Memorandum of Agreements/Understanding in accordance with HHS/NIH policies.

B. **Protection of Information in a Cloud Environment**

1. If contractor (and/or any subcontractor) personnel must remove any information from the primary work area, they shall protect it to the same extent they would the proprietary data and/or company trade secrets and in accordance with HHS/NIH policies.

2. HHS will retain unrestricted rights to federal data handled under this contract. Specifically, HHS retains ownership of any user created/loaded data and applications collected, maintained, used, or

operated on behalf of HHS and hosted on contractor's infrastructure, as well as maintains the right to request full copies of these at any time. If requested, data must be available to HHS within one (1) business day from request date or within the timeframe specified otherwise. In addition, the data shall be provided at no additional cost to HHS.

3. The Contractor (and/or any subcontractor) shall ensure that the facilities that house the network infrastructure are physically and logically secure in accordance with FedRAMP requirements and HHS policies.
4. The contractor shall support a system of records in accordance with NARA-approved records schedule(s) and protection requirements for federal agencies to manage their electronic records in accordance with 36 CFR § 1236.20 & 1236.22 (ref. a), including but not limited to the following:

a. Maintenance of links between records and metadata, and
b. Categorization of records to manage retention and disposal, either through transfer of permanent records to NARA or deletion of temporary records in accordance with NARA-approved retention schedules.

5. The disposition of all HHS data shall be at the written direction of HHS/NIH. This may include documents returned to HHS control; destroyed; or held as specified until otherwise directed. Items returned to the Government shall be hand carried or sent by certified mail to the COR.
6. If the system involves the design, development, or operation of a system of records on individuals, the Contractor shall comply with the Privacy Act requirements.

C. **Security Assessment and Authorization (SA&A) Process**

1. The Contractor (and/or any subcontractor) shall comply with HHS and FedRAMP requirements as mandated by federal laws, regulations, and HHS policies, including making available any documentation, physical access, and logical access needed to support the SA&A requirement. The level of effort for the SA&A is based on the system's FIPS 199 security categorization and HHS/NIH security policies.

a. In addition to the FedRAMP compliant ATO, the contractor shall complete and maintain an agency SA&A package to obtain agency ATO prior to system deployment/service implementation. The agency ATO must be approved by the NIH authorizing official (AO) prior to implementation of system and/or service being acquired.
b. CSP systems categorized as Federal Information Processing Standards (FIPS) 199 high must leverage a FedRAMP accredited third-party assessment organization (3PAO); moderate impact CSP systems must make a best effort to use a FedRAMP accredited 3PAO. CSP systems categorized as FIPS 199 low impact may leverage a non-accredited, independent assessor.
c. For all acquired cloud services, the SA&A package must contain the following documentation: SSP, SAR, POA&M, Authorization Letter, CP and CPT report, E-Authorization (if applicable), PTA/PIA (if applicable), Interconnection/Data Use Agreements (if applicable), Authorization Letter, Configuration Management Plan (if applicable), Configuration Baseline, Following the initial ATO, the Contractor must review and maintain the ATO in accordance with HHS/NIH policies.
2. HHS reserves the right to perform penetration testing (pen testing) on all systems operated on behalf of agency. If HHS exercises this right, the Contractor (and/or any subcontractor) shall allow

HHS employees (and/or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with HHS requirements. Review activities include, but are not limited to, scanning operating systems, web applications, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.

3. The Contractor must identify any gaps between required FedRAMP Security Control Baseline/Continuous Monitoring controls and the contractor's implementation status as documented in the Security Assessment Report and related Continuous Monitoring artifacts. In addition, all gaps shall be documented and tracked by the contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the risks, HHS may require remediation at the contractor's expense, before HHS issues an ATO.
4. The Contractor (and/or any subcontractor) shall mitigate security risks for which they are responsible, including those identified during SA&A and continuous monitoring activities. All vulnerabilities and other risk findings shall be remediated by the prescribed timelines from discovery: (1) critical vulnerabilities no later than thirty (30) days and (2) high, medium and low vulnerabilities no later than sixty (60) days. In the event a vulnerability or other risk finding cannot be mitigated within the prescribed timelines above, they shall be added to the designated POA&M and mitigated within the newly designated timelines 30 days. HHS will determine the risk rating of vulnerabilities using FedRAMP baselines.
5. Revocation of a Cloud Service. HHS/NIH staff division have the right to take action in response to the CSP's lack of compliance and/or increased level of risk. In the event the CSP fails to meet HHS and FedRAMP security and privacy requirements and/or there is an incident involving sensitive information, HHS and/or NIH may suspend or revoke an existing agency ATO (either in part or in whole) and/or cease operations. If an ATO is suspended or revoked in accordance with this provision, the CO and/or COR may direct the CSP to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor information system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

D. **Reporting and Continuous Monitoring**

1. Following the initial ATOs, the Contractor (and/or any subcontractor) must perform the minimum ongoing continuous monitoring activities specified below, submit required deliverables by the specified due dates, and meet with the system/service owner and other relevant stakeholders to discuss the ongoing continuous monitoring activities, findings, and other relevant matters. The CSP will work with the agency to schedule ongoing continuous monitoring activities.

Information Security Continuous Monitoring- Upon the government issuance of an Authority to Operate (ATO), the Contractor (and/or subcontractor)-owned/operated systems that input, store, process, output, and/or transmit government information, shall meet or exceed the information security continuous monitoring (ISCM) requirements in accordance with FISMA and NIST SP 800-137, Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations, and HHS IS2P. The following are the minimum requirements for ISCM:

- **Annual Assessment/Pen Test -** Assess the system security and privacy controls (or ensure an assessment of the controls is conducted) at least annually to determine the implemented security and privacy controls are operating as intended and producing the desired results (this may involve penetration testing conducted by the agency or independent third-party. In addition, review all relevant SA&A documentation (SSP, POA&M, Contingency Plan, etc.) and provide updates by specified due date provided by the Contracting Officer's Representative.
- **Asset Management -** Using any available Security Content Automation Protocol (SCAP)-compliant automated tools for active/passive scans, provide an inventory of all information technology (IT) assets for hardware and software, (computers, servers, routers, databases, operating systems, etc.) that are processing HHS-owned information/data. It is anticipated that this inventory information will be required to be produced at least 60 days after contract award. IT asset inventory information shall include IP address, machine name, operating system level, security patch level, and SCAP-compliant format information. The contractor shall maintain a capability to provide an inventory of 100% of its IT assets using SCAP-compliant automated tools.
- **Configuration Management -** Use available SCAP-compliant automated tools, per NIST IR 7511, for authenticated scans to provide visibility into the security configuration compliance status of all IT assets, (computers, servers, routers, databases, operating systems, application, etc.) that store and process government information. Compliance will be measured using IT assets and standard HHS and government configuration baselines at least within 60 days. The contractor shall maintain a capability to provide security configuration compliance information for 100% of its IT assets using SCAP-compliant automated tools.
- **Vulnerability Management -** Use SCAP-compliant automated tools for authenticated scans to scan information system(s) and detect any security vulnerabilities in all assets (computers, servers, routers, Web applications, databases, operating systems, etc.) that store and process government information. Contractors shall actively manage system vulnerabilities using automated tools and technologies where practicable and in accordance with HHS policy. Automated tools shall be compliant with NIST-specified SCAP standards for vulnerability identification and management. The contractor shall maintain a capability to provide security vulnerability scanning information for 100% of IT assets using SCAP-compliant automated tools and report to the agency at least within 30 days of the contract award.
- **Patching and Vulnerability Remediation -** Install vendor released security patches and remediate critical and high vulnerabilities in systems processing government information in an expedited manner, within vendor and agency specified timeframes.
- **Secure Coding -** Follow secure coding best practice requirements, as directed by United States Computer Emergency Readiness Team (US-CERT) specified standards and the Open Web Application Security Project (OWASP), that will limit system software vulnerability exploits.
- **Boundary Protection -** The contractor shall ensure that government information, other than unrestricted information, being transmitted from federal government entities to external entities is routed through a Trusted Internet Connection (TIC).
- A security control assessment must be conducted by a FedRAMP third-party assessment organization (3PAO) for the initial ATO and annually thereafter or whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan.

2. At a minimum, the Contractor must provide the following artifacts/deliverables on a monthly basis as directed by the Contracting Officer/Contracting Officer's Representative.

a. Operating system, database, Web application, and network vulnerability scan results;
b. Updated POA&Ms;
c. Any updated authorization package documentation as required by the annual attestation/assessment/review or as requested by the NIH System Owner or AO; and
d. Any configuration changes to the system and/or system components or CSP's cloud environment, that may impact HHS/NIH's security posture. Changes to the configuration of the system, its components, or environment that may impact the security posture of the system under this contract must be approved by the agency.

E. **Configuration Baseline**

1. The contractor shall certify that applications are fully functional and operate correctly as intended on systems using the US Government Configuration Baseline (USGCB), DISA Security Technical Implementation Guides (STIGs), Center for Information Security (CIS) Security Benchmarks or any other HHS-identified configuration baseline. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved HHS/NIH.

- The Contractor shall configure its computers that contain HHS data with the latest applicable United States Government Configuration Baseline (USGCB) and/or other approved HHS IT Security Configurations. (See: https://usgcb.nist.gov/). Note: Approved security configurations include, but are not limited to, those published by the Department, the NIH , and the National Institute of Standards and Technology (NIST) . NIH may have security configurations that are more stringent than the minimum baseline set by the Department or NIST. When incorporating such security configuration requirements in solicitations and contracts, the NIH CISO and/or Information System Security Officer (ISSO) shall be consulted to determine the appropriate configuration reference for a particular system or services acquisition.)
- The Contractor shall apply approved security configurations to information technology (IT) that is used to process information on behalf of HHS and must adhere to all NIH configuration standards and policies (See: https://ocio.nih.gov/ITGovPolicy/Pages/spec_policy.aspx).
- The Contractor shall ensure IT applications operated on behalf of HHS are fully functional and operate correctly on systems configured in accordance with the above configuration requirements. The Contractor shall use Security Content Automation Protocol (SCAP)-validated tools with USGCB Scanner capability to ensure its products operate correctly with USGCB configurations and do not alter USCGB settings - (See: http://scap.nist.gov/validation) . The Contractor shall test applicable product versions with all relevant and current updates and patches installed. The Contractor shall ensure currently supported versions of information technology products met the latest USGCB major version and subsequent major versions.
- The Contractor shall ensure IT applications designed for end users run in the standard user context without requiring elevated administrative privileges.
- The Contractor shall ensure hardware and software installation, operation, maintenance, update, and patching will not alter the configuration settings or requirements specified above.
- The Contractor shall (1) include Federal Information Processing Standard (FIPS) 201-compliant (See: http://csrc.nist.gov/publications/fips/fips201-1/FIPS-201-1-chng1.pdf), Homeland Security

Presidential Directive 12 (HSPD-12) card readers with the purchase of servers, desktops, and laptops; and (2) comply with FAR Subpart 4.13, Personal Identity Verification.

- The Contractor shall ensure that its subcontractors (at all tiers) which perform work under this contract comply with the requirements contained in this clause.

2. The contractor shall use Security Content Automation Protocol (SCAP) validated tools with configuration baseline scanner capability to certify their products operate correctly with HHS and NIST defined configurations and do not alter these settings.

F. **Incident Reporting**

The Contractor (and/or any subcontractor) shall respond to all alerts/Indicators of Compromise (IOCs) provided by HHS Computer Security Incident Response Center (CSIRC)/NIH IRT teams within 24 hours, whether the response is positive or negative.

FISMA defines an incident as "an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines incidents as events involving cyber security and privacy threats, such as viruses, malicious user activity, loss of, unauthorized disclosure or destruction of data, and so on.

A privacy breach is a type of incident and is defined by Federal Information Security Modernization Act (FISMA) as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose. The HHS Policy for IT Security and Privacy Incident Reporting and Response further defines a breach as "a suspected or confirmed incident involving PII".

In the event of a suspected or confirmed incident or breach, the Contractor (and/or any subcontractor) shall:

1. Protect all sensitive information, including any PII created, stored, or transmitted in the performance of this contract so as to avoid a secondary sensitive information incident with FIPS 140-2 validated encryption.
2. NOT notify affected individuals unless so instructed by the Contracting Officer or designated representative. If so instructed by the Contracting Officer or representative, the Contractor shall send NIH approved notifications to affected individuals within ***5 business days*** of the incident.
3. 3. Report all suspected and confirmed information security and privacy incidents and breaches to the NIH Incident Response Team (IRT) IRT@nih.gov **,** COR, CO, the NIH Office of the SOP (or his or her designee), and other stakeholders, including incidents involving PII, in any medium or form, including paper, oral, or electronic, as soon as possible and without unreasonable delay, no later than one (1) hour, and consistent with the applicable NIH and HHS policy and procedures, NIST standards and guidelines, as well as US-CERT notification guidelines. The types of information required in an incident report must include at a minimum: company and point of contact information, contract information, impact classifications/threat vector, and the type of information compromised. In addition, the Contractor shall:

a. Cooperate and exchange any information, as determined by the Agency, necessary to effectively manage or mitigate a suspected or confirmed breach;

b. Not include any sensitive information in the subject or body of any reporting e-mail; and
c. Encrypt sensitive information in attachments to email, media, etc

4. Comply with OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information HHS and NIH incident response policies when handling PII breaches.
5. Provide full access and cooperate on all activities as determined by the Government to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. This may involve disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls. This may also involve physical access to contractor facilities during a breach/incident investigation.
6. The Contractor (and/or any subcontractor) shall provide an Incident and Breach Response Plan (IRP) in accordance with HHS/NIH, OMB, and US-CERT requirements and obtain approval from the NIH. In addition, the Contractor must follow the incident response and US-CERT reporting guidance contained in the FedRAMP Incident Communications.
7. The Contractor (and/or any subcontractor) must implement a program of inspection to safeguard against threats and hazards to the security, confidentiality, integrity, and availability of federal data, afford HHS access to its facilities, installations, technical capabilities, operations, documentation, records, and databases within 72 hours of notification. The program of inspection shall include, but is not limited to:

a. Conduct authenticated and unauthenticated operating system/network/database/Web application vulnerability scans. Automated scans can be performed by HHS/NIH personnel, or agents acting on behalf of HHS/NIH, using agency-operated equipment and/or specified tools. The Contractor may choose to run its own automated scans or audits, provided the scanning tools and configuration settings are compliant with NIST Security Content Automation Protocol (SCAP) standards and have been approved by the agency. The agency may request the Contractor's scanning results and, at the agency discretion, accept those in lieu of agency performed vulnerability scans.
b. In the event an incident involving sensitive information occurs, cooperate on all required activities determined by the agency to ensure an effective incident or breach response and provide all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents. In addition, the Contractor must follow the agency reporting procedures and document the steps it takes to contain and eradicate the incident, recover from the incident, and provide a post-incident report that includes at a minimum the following:

- Company and point of contact name;
- Contract information;
- Impact classifications/threat vector;
- Type of information compromised;
- A summary of lessons learned; and
- Explanation of the mitigation steps of exploited vulnerabilities to prevent similar incidents in the future.

G. **Media Transport**

1. The Contractor and its employees shall be accountable and document all activities associated with the transport of government information, devices, and media transported outside controlled areas and/or facilities. These include information stored on digital and non-digital media (e.g., CD-ROM, tapes, etc.), mobile/portable devices (e.g., USB flash drives, external hard drives, and SD cards).
2. All information, devices and media must be encrypted with HHS-approved encryption mechanisms to protect the confidentiality, integrity, and availability of all government information transported outside of controlled facilities.

H. **Boundary Protection: Trusted Internet Connections (TIC)**

1. The contractor shall ensure that government information, other than unrestricted information, being transmitted from federal government entities to external entities using cloud services is inspected by Trusted Internet Connection (TIC) processes.
2. The contractor shall route all external connections through a TIC.
3. **Non-Repudiation-** The contractor shall provide a system that implements FIPS 140-2 validated encryption that provides for origin authentication, data integrity, and signer non-repudiation.

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The following acquisition types are categories that are not covered by other clauses. These include hardware procurements, non-commercial/open source software procurements and procurements involving information technology (IT) design, development and support.
The Contracting Officer's shall adhere to OMB M-16-20 Category Management Policy 16-3: Improving the Acquisition and Management of Common Information Technology: Mobile Devices and Services when acquiring mobile devices.

ARTICLE H.54.5. OTHER IT PROCUREMENTS

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR PROCUREMENT INVOLVING HARDWARE)****
NOTE: The Contracting Officer should confer with the System Owner, Information System Security Office (ISSO) and/or OpDiv Office of the Chief Information Security Officer (OCISO) when developing a contract involving other types of IT procurements to make sure all applicable security and privacy language is included.
The following clauses apply to this section:

1. FAR Part 12 (Section 6.A.1.)
2. FAR Subpart 4.13 (Section 6.A.1.)

ARTICLE H.54.5.1. HARDWARE PROCUREMENTS

1. **Card Readers-** The Contractor (and/or any subcontractor) shall include Federal Information Processing Standard (FIPS) 201-compliant smart card readers (referred to as LACS Transparent Readers) with the purchase of servers, printers, desktops, and laptops.
2. **Mobile Devices-** The contractor shall follow NIST 800-124, Rev. 1, Guidelines for Managing the Security of Mobile Devices in the Enterprise when using mobile devices that process or store HHS data.

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR PROCUREMENT INVOLVING NON-COMMERCIAL AND OPEN SOURCE COMPUTER SOFTWARE)****

The use of non-commercial and open source computer software is in accordance with the HHS Guidance for Purchasing Noncommercial Computer Software and "Open Source" Licenses (2012),25 and OMB M-04-16, Software Acquisition26.

If HHS wants to be able to use or distribute the computer software, it is imperative that the computer software, including the source code if it is required by the procuring program, be included as a deliverable.

Noncommercial computer software means software that does not qualify as commercial in nature (e.g., commercial items and commercial off the shelf (COTS) items as defined in FAR 2.101). The following language should be used as appropriate in noncommercial computer software contracts. Each section includes an instruction providing where the information should be included in the contract.

(NOTE: If this procurement involves handling of sensitive information, include language from clause "Procurements Requiring Information Security and/or Physical Access Security)

ARTICLE H.54.5.2. NON-COMMERCIAL AND OPEN SOURCE COMPUTER SOFTWARE

The Contractor (and/or any subcontractor) shall follow secure coding best practice requirements, as directed by the United States Computer Emergency Readiness Team (US-CERT) specified standards and the Open Web Application Security Project (OWASP) that will limit system software vulnerability exploits.

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR PROCUREMENT INVOLVING INFORMATION TECHNOLOGY APPLICATION DESIGN, DEVELOPMENT, OR SUPPORT)****

This section refers to procurements including application design, development, or support. For the purposes of this document, "Computer software" means:

a. Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
b. Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

"Computer software" does not include computer databases or computer software documentation.

ARTICLE H.54.5.3. INFORMATION TECHNOLOGY APPLICATION DESIGN, DEVELOPMENT, OR SUPPORT

1. The Contractor (and/or any subcontractor) shall ensure IT applications designed and developed for end users (including mobile applications and software licenses) run in the standard user context without requiring elevated administrative privileges.
2. The Contractor (and/or any subcontractor) shall follow secure coding best practice requirements, as directed by United States Computer Emergency Readiness Team (US-CERT) specified standards and the Open Web Application Security Project (OWASP), that will limit system software vulnerability exploits.
3. The Contractor (and/or any subcontractor) shall ensure that computer software developed on behalf of HHS or tailored from an open-source product, is fully functional and operates correctly on systems configured in accordance with government policy and federal configuration standards. The contractor shall test applicable products and versions with all relevant and current updates and patches updated prior to installing in the HHS environment. No sensitive data shall be used during software testing.
4. The Contractor (and/or any subcontractor) shall protect information that is deemed sensitive from unauthorized disclosure to persons, organizations or subcontractors who do not have a need to know the information. Information which, either alone or when compared with other reasonably-available information, is deemed sensitive or proprietary by HHS shall be protected as instructed in accordance with the magnitude of the loss or harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the data. This language also applies to all subcontractors that are performing under this contract.

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR PROCUREMENT INVOLVING PHYSICAL ACCESS TO GOVERNMENT CONTROLLED FACILITIES)****

(NOTE: For procurements involving physical access to government facilities, selected language from "Procurement Requiring Information Security and/or Physical Access Security"may apply. This includes, but not limited to security awareness, incident response, and HSPD-12. Consult with the NIH Information Systems Security Officer (ISSO), the NIH Office of Senior Official for Privacy (SOP) and other relevant stakeholders to select applicable language.)

ARTICLE H.54.5.4. PHYSICAL ACCESS TO GOVERNMENT CONTROLLED FACILITIES

Refer to section H clause- Government Information and Physical Access Security.

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****(USE IN ALL SOLICITATIONS)****

ARTICLE H.55. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY NOTICE HHSAR 352.239-73 (December 2015)

a. a. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 and the Architectural and Transportation Barriers Compliance Board Electronic and Information (EIT) Accessibility Standards (36 CFR part 1194), require that when Federal agencies develop, procure, maintain, or use electronic and information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with

disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

b. b. Accordingly, any offeror responding to this solicitation must comply with established HHS EIT accessibility standards. Information about Section 508 is available at http://www.hhs.gov/web/508 . The complete text of the Section 508 Final Provisions can be accessed at http://www.access-board.gov/guidelines-and standards/communications-and-it/about-the-section-508-standards .
c. c. The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 352.239-74, Electronic and Information Technology Accessibility. In order to facilitate the Government's determination whether proposed EIT supplies meet applicable Section 508 accessibility standards, offerors must submit an HHS Section 508 Product Assessment Template, in accordance with its completion instructions. The purpose of the template is to assist HHS acquisition and program officials in determining whether proposed EIT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document--in detail--whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available under Section 508 policy on the HHS Web site http://www.hhs.gov/web/508. In order to facilitate the Government's determination whether proposed EIT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the EIT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.
d. d. Respondents to this solicitation must identify any exception to Section 508 requirements. If a offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

- The "HHS Section 508 Product Assessment Template" is included in SECTION J - List of Attachments, of this solicitation.

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**** (USE BELOW IN SOLICITATIONS AND CONTRACTS THAT INVOLVE THE DEVELOPMENT, MAINTENANCE, AND/OR DISTRIBUTION OF NIH SPONSORED COMMUNICATION MATERIALS AND/OR SERVICES. THESE INCLUDE WEBSITES, PRINTED PRODUCTS, CAMPAIGN MATERIALS, AND PRODUCTS BEARING FEDERAL MARKS, TRADEMARKS, AND LOGOS.

Note to Contracting Officer and Contract Specialist: *Additional information about NIH Office of Communications and Public Liaison policy and procedures are contained in NIH Manual Chapters, which can be accessed at the following address: (* http://oma.od.nih.gov/public/MS/manualchapters/Pages/default.aspx *)*

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

- **Second paragraph** : Select all that contract requirements that apply.)****

ARTICLE H.56. COMMUNICATIONS MATERIALS AND SERVICES

To build and maintain public trust; promote credibility and consistency; minimize consistency and frustration; and contribute to efforts aimed at leveraging reduced resources and eliminating waste in Government, the Contractor shall ensure that all materials generated and/or services provided under this contract, comply with all applicable NIH policy and procedures published by the NIH Office of Management Assessment in conjunction with the NIH Office of Communications and Public Liaison as set forth below.

This acquisition requires the contractor to:

[ ] Prepare, review, and/or distribute NIH Publications and Audiovisuals.

NIH Policy Manual Chapter 1183, "NIH Publications & Audiovisuals: Preparation, Review, Approval & Distribution," is applicable to this contract.
http://oma1.od.nih.gov/manualchapters/management/1183/ .

[ ] Use the NIH name and logo.

NIH Policy Manual Chapter 1186, "Use of NIH Names and Logos," is applicable to this contract.
http://oma1.od.nih.gov/manualchapters/management/1186/ .

[ ] Create and/or Manage a Public Website which includes NIH hosted social media site(s), Web application(s) and mobile Web Site(s).

NIH Policy Manual Chapter 2804, "Public-Facing Web Management," is applicable to this contract.
http://oma1.od.nih.gov/manualchapters/management/2804/ .

[ ] Create and/or Manage an NIH Website that maintains and disseminates personal information.

NIH Policy Manual Chapter 2805, "NIH Web Privacy Policy," is applicable to this contract.
http://oma1.od.nih.gov/manualchapters/management/2805/ .

[ ] Create and/or Manage an NIH hosted and/or funded social media site(s), Web application(s) and mobile Web site(s).

NIH Policy Manual Chapter 2809, "NIH Social and New Media Policy," is applicable to this contract.
http://oma1.od.nih.gov/manualchapters/management/2809/ .

Additional Standards applicable to this contract are identified in the Statement of Work. If it is determined by the Government that products, services, and deliverables provided by the Contractor do not conform to standards described in these directives, remediation to an acceptable level of conformance shall be the responsibility of the Contractor at its own expense.

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****(USE BELOW IN ALL CONTRACTS AND ORDERS)****

ARTICLE H.57. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY, HHSAR 352.239-74 (December 2015)

a. Pursuant to Section 508 of the Rehabilitation Act of 1973(29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards" set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the "Access Board") in 36 CFR part 1194. Information about Section 508 is available at http://www.hhs.gov/web/508 . The complete text of Section 508 Final Provisions can be accessed at http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards .
b. The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see FAR 2.101) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.
c. The Section 508 accessibility standards applicable to this contract are: (Contract staff must list applicable standards)
d. In the event of a modification(s) to this contract or order,which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS Web site: (http://www.hhs.gov/web/508). If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.
e. If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS
Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at http://www.hhs.gov/web/508 . If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(End of clause)

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****(USE BELOW, WHEN THE CONTRACTOR WILL GENERATE MATERIALS UNDER THE CONTRACT FOR WHICH COMMERCIAL RECORDS STORAGE WILL BE REQUIRED. **Note:** *This requirement may not be known at the time of initial award. If this is the case, this Article should be included in the contract, by modification, as soon as practicable, once the requirement need for commercial records storage has been determined* .)****

ARTICLE H.58. STORAGE FACILITY REQUIREMENTS AND CERTIFICATION

The Contractor shall ensure that all materials generated under this contract for which commercial records storage is required, shall be stored in a facility that meets National Archives and Records Administration (NARA) requirements for safe, secure and certified storage as required by 36 CFR 1228, subpart K.

The Contractor shall provide the Contracting Officer with the name(s) and location(s) of the commercial records storage facility used to store materials under this contract. In addition, the Contractor shall provide a copy of the "Facility Standards for Records Storage Facilities Inspection Checklist," self-certifying that the facility being used to store federal records meets established NARA standards. NARA Standards are available at: http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=b5a00a361423743ff1a062faafcfdd89&rgn=div5&view=text&node=36:3.0.10.2.23&idno=36

Sixty (60) days prior to contract end date, the Contractor shall submit to the Contracting Officer's Representative (COR) and Contracting Officer, an inventory of all materials stored. The disposition of these materials shall be determined no later than the expiration date of the contract.

Additional information about Records Storage Facility Standards can be found at: http://www.archives.gov/records-mgmt/storage-standards-toolkit/

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****(USE BELOW FOR SOLICITATIONS AND CONTRACTS WHERE THE POSSIBILITY EXISTS THAT THE CONTRACTOR WILL HAVE ACCESS TO NIH E-MAIL.)****

ARTICLE H.59. ACCESS TO NATIONAL INSTITUTES OF HEALTH (NIH) ELECTRONIC MAIL

All Contractor staff that have access to and use of NIH electronic mail (e-mail) must identify themselves as contractors on all outgoing e-mail messages, including those that are sent in reply or are forwarded to another user. To best comply with this requirement, the Contractor staff shall set up an e-mail signature ("AutoSignature") or an electronic business card ("V-card") on each Contractor employee's computer system and/or Personal Digital Assistant (PDA) that will automatically display "Contractor" in the signature area of all e-mails sent.

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT WILL:

- BE EITHER COST-REIMBURSEMENT OR FIXED-PRICE-INCENTIVE (Where the incentive is based on cost);
- HAVE AN EXPECTED VALUE, INCLUDING OPTIONS, EQUAL TO OR GREATER THAN $25 MILLION; AND,
- REQUIRE A CONTRACTOR TO USE FULL EVMS (See HHSAR 334.201)
- EVM IS APPLICABLE TO SOLICITATIONS AND CONTRACTS THAT USE DEVELOPMENT, MODERNIZATION AND ENHANCEMENT (DME) FUNDS. **Note:** *Funds used to develop, Plan, Modernize, or Enhance an IT System are considered DME. DME does not include maintenance of existing IT systems (including technology refreshment hardware and software*.

For more information about EARNED VALUE MANAGEMENT (EVM) See: HHSAR 334.2.)****

ARTICLE H.60. FULL EARNED VALUE MANAGEMENT SYSTEM

a. The Contractor shall use an Earned Value Management System (EVMS) that has been validated and accepted by the Cognizant Federal Agency (CFA) as being compliant with the guidelines in ANSI/EIA Standard-748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been validated and accepted by the CFA at the time of award, see paragraph (b) of this clause. The Contractor shall submit EVM reports in accordance with the requirements of this contract.

b. If, at the time of award, the Contractor's EVM system has not been validated and accepted by the CFA as complying with EVMS guidelines in ANSI/EIA Standard-748 (current version at time of award), the Contractor shall:

    1. Apply the current system to the contract; and
    2. Take necessary and timely actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

c. HHS requires the Contractor to obtain validation and acceptance of its EVM system by the CFA during the base period of performance of this contract. The Contracting Officer or designee will conduct a Compliance Review to assess the Contractor's compliance with its approved plan. If the Contractor does not follow the approved implementation schedule or correct all resulting system deficiencies noted during the Compliance Review within a reasonable time, the Contracting Officer may take remedial action, which may include, but is not limited to, suspension of or reduction in progress payments, or a reduction in fee.

d. HHS will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post-award IBR will be conducted by HHS as early as practicable, but no later than ninety (90) days after contract award. The Contracting Officer may also require an IBR as part of the exercise of an option or the incorporation of a major modification.

e. Unless a waiver is granted by the CFA, Contractor-proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such

changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

f. The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the requirements referenced in paragraph (a) of this clause.

g. The Contractor shall require the subcontractors specified below to comply with the requirements of the clause: (Insert list of applicable subcontractors.)

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT WILL:

- BE EITHER COST-REIMBURSEMENT OR FIXED-PRICE-INCENTIVE (Where the incentive is based on cost);
- HAVE AN EXPECTED VALUE, INCLUDING OPTIONS, EQUAL TO OR GREATER THAN $10 MILLION BUT LESS THAN $25 MILLION; AND,
- REQUIRE A CONTRACTOR TO USE FULL EVMS (See HHSAR 334.201)
- EVM IS APPLICABLE TO SOLICITATIONS AND CONTRACTS THAT USE DEVELOPMENT, MODERNIZATION AND ENHANCEMENT (DME) FUNDS. **Note:** *Funds used to develop, Plan, Modernize, or Enhance an IT System are considered DME. DME does not include maintenance of existing IT systems (including technology refreshment hardware and software*.

For more information about EARNED VALUE MANAGEMENT (EVM) See: HHSAR 334.2.) ****

ARTICLE H.61. FULL EARNED VALUE MANAGEMENT SYSTEM

a. The Contractor shall use an Earned Value Management System (EVMS) that is compliant with the guidelines in ANSI/EIA Standard-748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS is not compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit EVM reports in accordance with the requirements of this contract.

b. If, at the time of award, the Contractor's EVM system is not in compliance with the EVMS guidelines in ANSI/EIA Standard-748 (current version at time of award), the Contractor shall:

    a. Apply the current system to the contract; and
    b. Take necessary and timely actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

c. HHS will not formally validate or accept the Contractor's EVMS with respect to this contract. The use of the Contractor's EVMS for this contract does not imply HHS acceptance of the Contractor's EVMS for application to future contracts. The Contracting Officer or designee will conduct a Compliance Review to assess the Contractor's compliance with its approved plan. If the Contractor does not follow the approved implementation schedule or correct all resulting system deficiencies

noted during the Compliance Review within a reasonable time, the Contracting Officer may take remedial action that may include, but is not limited to, suspension of or reduction in progress payments, or a reduction in fee.

d. HHS will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post-award IBR will be conducted by HHS as early as practicable, but no later than ninety (90) days after contract award. The Contracting Officer may also require an IBR as part of the exercise of an option or the incorporation of a major modification.

e. -Not Applicable-

f. The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the requirements referenced in paragraph (a) of this clause.

g. The Contractor shall require the subcontractors specified below to comply with the requirements of the clause: (Insert list of applicable subcontractors.)

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT WILL:

- BE EITHER FIRM-FIXED-PRICE, TIME AND MATERIALS, LABOR-HOURS OR TERM FORM CONTRACTS;
- HAVE AN EXPECTED VALUE, INCLUDING OPTIONS, EQUAL TO OR GREATER THAN $25 MILLION; AND,
- REQUIRE A CONTRACTOR TO USE PARTIAL EVMS (See HHSAR 334.201.)****

ARTICLE H.62. PARTIAL EARNED VALUE MANAGEMENT SYSTEM

a. The Contractor shall use an Earned Value Management System (EVMS) that has been validated and accepted by the Cognizant Federal Agency (CFA) as being compliant with the schedule-related guidelines in ANSI/EIA Standard-748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been validated and accepted by the CFA at the time of award, see paragraph (b) of this clause. The Contractor shall submit EVM reports in accordance with the requirements of this contract.

b. If, at the time of award, the Contractor's EVM system has not been validated and accepted by the CFA as complying with the schedule-related EVMS guidelines in ANSI/EIA Standard-748 (current version at time of award), the Contractor shall:

    a. Apply the current system to the contract; and
    b. Take necessary and timely actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

c. HHS requires the Contractor to obtain validation and acceptance of the schedule-related portions of its EVM system by the CFA during the base period of performance of this contract. The Contracting Officer or designee will conduct a Compliance Review to assess the Contractor's compliance with its approved plan. If the Contractor does not follow the approved implementation schedule or correct all resulting system deficiencies noted during the Compliance Review within a reasonable time, the Contracting Officer may take remedial action, which may include, but is not limited to, suspension of or reduction in progress payments, or a reduction in fee.

d. HHS will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post-award IBR will be conducted by HHS as early as practicable, but no later than ninety (90) days after contract award. The Contracting Officer may also require an IBR as part of the exercise of an option or the incorporation of a major modification.

e. Unless a waiver is granted by the CFA, Contractor-proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

f. The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the requirements referenced in paragraph (a) of this clause.

g. The Contractor shall require the subcontractors specified below to comply with the requirements of the clause: (Insert list of applicable subcontractors.)

(End of clause)

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT WILL:

- BE EITHER FIRM-FIXED-PRICE, TIME AND MATERIALS, LABOR-HOURS OR TERM FORM CONTRACTS;
- HAVE AN EXPECTED VALUE, INCLUDING OPTIONS, EQUAL TO OR GREATER THAN $10 MILLION BUT LESS THAN $25 MILLION; AND,
- REQUIRE A CONTRACTOR TO USE PARTIAL EVMS (See HHSAR 334.201.)****

ARTICLE H.63. PARTIAL EARNED VALUE MANAGEMENT SYSTEM

a. The Contractor shall use an Earned Value Management System (EVMS) that is compliant with the schedule-related guidelines in ANSI/EIA Standard-748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS is not compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit EVM reports in accordance with the

requirements of this contract.

b. If, at the time of award, the Contractor's schedule-related EVM system is not in compliance with the schedule-related EVMS guidelines in ANSI/EIA Standard-748 (current version at time of award), or the Contractor does not have an existing schedule control system that is compliant with such guidelines, the Contractor shall:

    a. Apply the current system to the contract; and
    b. Take necessary and timely actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

c. HHS will not formally validate or accept the Contractor's schedule-related EVMS with respect to this contract. The use of the Contractor's EVMS for this contract does not imply HHS acceptance of the Contractor's EVMS for application to future contracts. The Contracting Officer or designee will conduct a Compliance Review to assess the Contractor's compliance with its approved plan. If the Contractor does not follow the approved implementation schedule or correct all resulting system deficiencies noted during the Compliance Review within a reasonable time, the Contracting Officer may take remedial action that may include, but is not limited to, suspension of or reduction in progress payments, or a reduction.

d. HHS will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post-award IBR will be conducted by HHS as early as practicable, but no later than ninety (90) days after contract award. The Contracting Officer may also require an IBR as part of the exercise of an option or the incorporation of a major modification.

e. -Not Applicable-

f. The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the requirements referenced in paragraph (a) of this clause.

g. The Contractor shall require the subcontractors specified below to comply with the requirements of the clause: (Insert list of applicable subcontractors.)

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS WHEN THE CONTRACTOR WILL HAVE ACCESS TO LIBRARY RESOURCES AT NIH, e.g. when a Contractor is added to the NIH Enterprise Directory (NED) with the same privileges as NIH staff.)****

ARTICLE H.64. CONTRACTOR'S USE OF LIBRARY RESOURCES AT NIH

The Contractor is authorized to use library resources at NIH in the same manner as NIH staff. The Contractor's approved use of these resources is limited to performing the requirements of this contract. The Contractor shall not use library resources at NIH in a manner that exceeds the Fair Use limitations codified in 17 U.S.C. sec. 107 of the Copyright Act. Contractors shall not share access to library resources at NIH with, perform searches for, or provide results to, non-NIH users, i.e. collaborators at other universities or research centers.

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**** (THE FOLLOWING IS OPTIONAL. USE ONLY FOR PROPRIETARY INFORMATION, PERSONAL INFORMATION, OR INFORMATION WHICH MAY REQUIRE SPECIAL CONSIDERATION WITH REGARD TO THE TIMING OF DISCLOSURE. THE GOVERNMENT MUST IDENTIFY THE SPECIFIC INFORMATION TO BE COVERED BY THIS ARTICLE. **Note:** *Before using this Article, the Contract Specialist/CO should review the Advance Understandings to determine if "Confidential Treatment of Sensitive Information" is more appropriate.*

ADDTIONAL INFORMATION TO COMPLETE THIS ARTICLE:

- Insert the specific information applicable to this Article.)****

ARTICLE H.65. CONFIDENTIALITY OF INFORMATION

a. Confidential information, as used in this article, means information or data of a personal nature about an individual, or proprietary information or data submitted by or pertaining to an institution or organization.

b. The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

c. If it is established elsewhere in this contract that information to be utilized under this contract, or a portion thereof, is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

d. Confidential information, as defined in paragraph (a) of this article, shall not be disclosed without the prior written consent of the individual, institution, or organization.

e. Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this article, the Contractor should obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.

f. Contracting Officer determinations will reflect the result of internal coordination with appropriate program and legal officials.

g. The provisions of paragraph (d) of this article shall not apply to conflicting or overlapping provisions in other Federal, State or local laws.

The following information is covered by this article:

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR R&D EXCEPT PHASE I SBIR/STTR AND CONTRACTS WITH FEDERAL AGENCIES.)****

ARTICLE H.66. INSTITUTIONAL RESPONSIBILITY REGARDING INVESTIGATOR FINANCIAL CONFLICTS OF INTEREST

The Institution (includes any contractor, public or private, excluding a Federal agency) shall comply with the requirements of 45 CFR Part 94, Responsible Prospective Contractors, which promotes objectivity in research by establishing standards to ensure that Investigators (defined as the project director or principal Investigator and any other person, regardless of title or position, who is responsible for the design, conduct, or reporting of research funded under NIH contracts, or proposed for such funding, which may include, for example, collaborators or consultants) will not be biased by any Investigator financial conflicts of interest. 45 CFR Part 94 is available at the following Web site: : http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=0af84ca649a74846f102aaf664da1623&rgn=div5&view=text&node=45:1.0.1.1.51&idno=45

As required by 45 CFR Part 94, the Institution shall, at a minimum:

a. Maintain an up-to-date, written, enforceable policy on financial conflicts of interest that complies with 45 CFR Part 94, inform each Investigator of the policy, the Investigator's reporting responsibilities regarding disclosure of significant financial interests, and the applicable regulation, and make such policy available via a publicly accessible Web site, or if none currently exist, available to any requestor within five business days of a request. A significant financial interest means a financial interest consisting of one or more of the following interests of the Investigator (and those of the Investigator's spouse and dependent children) that reasonably appears to be related to the Investigator's institutional responsibilities:

    1. With regard to any publicly traded entity, a significant financial interest exists if the value of any remuneration received from the entity in the twelve months preceding the disclosure and the value of any equity interest in the entity as of the date of disclosure, when aggregated, exceeds $5,000. Included are payments and equity interests;
    2. With regard to any non-publicly traded entity, a significant financial interest exists if the value of any remuneration received from the entity in the twelve months preceding the disclosure, when aggregated, exceeds $5,000, or when the Investigator (or the Investigator's spouse or dependent children) holds any equity interest; or
    3. Intellectual property rights and interests, upon receipt of income related to such rights and interest.

Significant financial interests do not include the following:

1. Income from seminars, lectures, or teaching, and service on advisory or review panels for government agencies, Institutions of higher education, academic teaching hospitals, medical centers, or research institutes with an Institution of higher learning; and
2. Income from investment vehicles, such as mutual funds and retirement accounts, as long as the Investigator does not directly control the investment decisions made in these vehicles.

b. Require each Investigator to complete training regarding the Institution's financial conflicts of interest policy prior to engaging in research related to any NIH-funded contract and at least every four years. The Institution must take reasonable steps [see Part 94.4(c)] to ensure that investigators working as collaborators, consultants or subcontractors comply with the regulations.

c. Designate an official(s) to solicit and review disclosures of significant financial interests from each Investigator who is planning to participate in, or is participating in, the NIH-funded research.

d. Require that each Investigator who is planning to participate in the NIH-funded research disclose to the Institution's designated official(s) the Investigator's significant financial interest (and those of the Investigator's spouse and dependent children) no later than the date of submission of the Institution's proposal for NIH-funded research. Require that each Investigator who is participating in the NIH-funded research to submit an updated disclosure of significant financial interests at least annually, in accordance with the specific time period prescribed by the Institution during the period of the award as well as within thirty days of discovering or acquiring a new significant financial interest.

e. Provide guidelines consistent with the regulations for the designated official(s) to determine whether an Investigator's significant financial interest is related to NIH-funded research and, if so related, whether the significant financial interest is a financial conflict of interest. An Investigator's significant financial interest is related to NIH-funded research when the Institution, thorough its designated official(s), reasonably determines that the significant financial interest: Could be affected by the NIH-funded research; or is in an entity whose financial interest could be affected by the research. A financial conflict of interest exists when the Institution, through its designated official(s), reasonably determines that the significant financial interest could directly and significantly affect the design, conduct, or reporting of the NIH-funded research.

f. Take such actions as necessary to manage financial conflicts of interest, including any financial conflicts of a subcontractor Investigator. Management of an identified financial conflict of interest requires development and implementation of a management plan and, if necessary, a retrospective review and mitigation report pursuant to Part 94.5(a).

g. Provide initial and ongoing FCOI reports to the Contracting Officer pursuant to Part 94.5(b).

h. Maintain records relating to all Investigator disclosures of financial interests and the Institution's review of, and response to, such disclosures, and all actions under the Institution's policy or retrospective review, if applicable, for at least 3 years from the date of final payment or, where applicable, for the other time periods specified in 48 CFR Part 4, subpart 4.7, Contract Records

Retention.

i. Establish adequate enforcement mechanisms and provide for employee sanctions or other administrative actions to ensure Investigator compliance as appropriate.

j. Complete the certification in Section K - Representations, Certifications, and Other Statements of Offerors titled "Certification of Institutional Policy on Financial Conflicts of Interest".

If the failure of an Institution to comply with an Institution's financial conflicts of interest policy or a financial conflict of interest management plan appears to have biased the design, conduct, or reporting of the NIH-funded research, the Institution must promptly notify the Contracting Officer of the corrective action taken or to be taken. The Contracting Officer will consider the situation and, as necessary, take appropriate action or refer the matter to the Institution for further action, which may include directions to the Institution on how to maintain appropriate objectivity in the NIH-funded research project.

The Contracting Officer and/or HHS may inquire at any time before, during, or after award into any Investigator disclosure of financial interests, and the Institution's review of, and response to, such disclosure, regardless of whether the disclosure resulted in the Institution's determination of a financial conflict of interests.. The Contracting Officer may require submission of the records or review them on site. On the basis of this review of records or other information that may be available, the Contracting Officer may decide that a particular financial conflict of interest will bias the objectivity of the NIH-funded research to such an extent that further corrective action is needed or that the Institution has not managed the financial conflict of interest in accordance with Part 94.6(b). The issuance of a Stop Work Order by the Contracting Officer may be necessary until the matter is resolved.

If the Contracting Officer determines that NIH-funded clinical research, whose purpose is to evaluate the safety or effectiveness of a drug, medical device, or treatment, has been designed, conducted, or reported by an Investigator with a financial conflict of interest that was not managed or reported by the Institution, the Institution shall require the Investigator involved to disclose the financial conflict of interest in each public presentation of the results of the research and to request an addendum to previously published presentations.

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****(USE BELOW, IN ALL R&D AND R&D SUPPORT SOLICITATIONS AND CONTRACTS. THIS MAY ALSO BE USED IN OTHER CONTRACTS AT THE DISCRETION OF THE CONTRACTING OFFICER.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

- **Second Paragraph (acknowledgment**): Insert the appropriate Institute/Center (I/C) and contract number in their respective text boxes.)****

ARTICLE H.67. PUBLICATION AND PUBLICITY

In addition to the requirements set forth in HHSAR Clause **352.227-70, Publications and Publicity** incorporated by reference in SECTION I of this contract, the Contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

"This project has been funded in whole or in part with Federal funds from the _____ , National Institutes of Health, Department of Health and Human Services, under Contract No. _____ "

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****(FOR NIAID: INSERT BELOW IN ALL CONTRACTS THAT READS SUBSTANTIALLY AS FOLLOWS)****

a. **Advanced Copies of Press Releases**

Press releases shall be considered to include the public release of information to any medium, excluding peer-reviewed scientific publications. The contractor shall ensure that the Contracting Officer's Representative (COR) has received an advance copy of any press release related to this contract not less than four (4) working days prior to the issuance of the press release.

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****(NCI ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.)****

b. **Advanced Copies of Press Releases**

Press releases shall be considered to include the public release of information to any medium, excluding peer-reviewed scientific publications. The Contractor shall not publish a press release related to this contract without receiving prior concurrence from the Contracting Officer. The Contractor shall submit an advance copy of the press release to the Contracting Officer and Contracting Officer's Representative (COR). Upon acknowledgment of receipt, the Contracting Officer will have five (5) working days to respond with concurrence or comments. In the event that the Contracting Officer does not communicate concurrence or comments to the Contractor within five (5) working days following acknowledgement of receipt of the press release advance copy, concurrence may be presumed.

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****(NHLBI: USE BELOW IN ALL NHLBI SOLICITATIONS AND CONTRACTS.)****

ARTICLE H.68. REVIEW OF MANUSCRIPTS

In order to balance the oversight responsibility of the National Heart, Lung, and Blood Institute (NHLBI) with the authorization provided the Contractor by the Rights in Data clause of this contract, the NHLBI has established a process to review manuscripts produced under this contract. Please note that the NHLBI does not require contractors to seek the Institute's approval of manuscripts.

In order to have sufficient time to conduct a meaningful review, please provide to the Institute's Contracting Officer's Representative (COR) and Contracting Officer advance notice of intent to submit a manuscript for publication at least 45 days prior to submission to the publisher. The advance notice should briefly describe the plans for publication of the manuscript. Concurrently or as soon as possible following this notice, provide a copy of the manuscript to the COR.

Any comments from the NHLBI will be provided in writing within 15 days after receipt of the manuscript by the COR. Comments expressed by the NHLBI about the manuscript shall not be a cause

for action under the Disputes clause of the contract by either NHLBI or the Contractor, since the NHLBI does not approve manuscripts and draft manuscripts are not contract deliverables.

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****(NHLBI: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS WHEN THERE IS A REQUIREMENT FOR THE DELIVERY OF A DATA SET.)****

ARTICLE H.69. NHLBI DATA REPOSITORY OF EPIDEMIOLOGY AND CLINICAL TRIALS

The National Heart, Lung, and Blood Institute (NHLBI) has supported data collection from participants in numerous clinical trials and epidemiologic studies. These data from well-characterized population samples constitute an important scientific resource. It is the view of the NHLBI that their full value can only be realized if they are made available, under appropriate terms and conditions consistent with the informed consent provided by individual participants, in a timely manner to the largest possible number of qualified investigators.

Data sets distributed under this policy include only data with personal identifiers and other variables that might enable individual participants to be identified, such as outliers, dates, and study sites, removed or otherwise modified. Because it may still be possible to combine the data with other publicly available data and thereby determine with reasonable certainty the identity of individual participants, these data sets are not truly anonymous. They are, therefore, only provided to investigators who agree in advance to adhere to established policies for distribution.

Investigators shall provide data sets in accordance with the NHLBI Data Set policy at https://biolincc.nhlbi.nih.gov/home/ . All changes to the policy are hereby incorporated by reference without further amendment to the contract. Data sets are a deliverable under this contract for this trial or study, as described in Section C. Description/Specification/Work Statement and/or Section F. Deliveries or Performance of the contract.

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****(USE BELOW, IN ALL SOLICITATIONS AND CONTRACTS.)****

ARTICLE H.70. REPORTING MATTERS INVOLVING FRAUD, WASTE AND ABUSE

Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in NIH funded programs is encouraged to report such matters to the HHS Inspector General's Office in writing or on the Inspector General's Hotline. The toll free number is **1-800-HHS-TIPS (1-800-447-8477).** All telephone calls will be handled confidentially. The website to file a complaint on-line is: https://oig.hhs.gov/fraud/report-fraud/ and the mailing address is:

US Department of Health and Human Services
Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS
P.O. Box 23489
Washington, D.C. 20026

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR A/E, CQM SERVICES, CONSTRUCTION, DESIGN-BUILD AND FACILITIES SERVICES.)****

ARTICLE H.71. INSURANCE

a. The Contractor shall, at his own expense, procure and maintain, during the entire performance period of this contract, insurance of at least the kinds and amounts set forth below:

   1. Worker's Compensation and Employer's Liability

      Contractors are required to comply with applicable Federal and State worker's compensation and occupational disease statutes. Employer's liability coverage of at least $100,000 shall be required except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

   2. General Liability

      Contractors are required to have bodily injury liability insurance coverage written on the comprehensive form of policy of at least $2,000,000 per occurrence.

   3. Automobile Liability

      The Contractor is required to have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

b. At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required by the Schedule, and providing for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

c. The Contractor shall also require all first-tier subcontractors who will perform work on a Government installation to procure and maintain the insurance required by the Schedule during the entire period of their performance. The Contractor shall furnish (or assure that there has been furnished) to the Contracting Officer a current Certificate of Insurance meeting the requirements of 1. above for each such first-tier subcontractors, at least five (5) days prior to entry of each subcontractor's personnel on the Government installation.

d. Current certificates of insurance shall be furnished by the Contractor and first tier subcontractor(s) to the Contracting Officer before starting work under the contract.

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****(USE BELOW, FOR MULTIPLE AWARD TASK ORDER OR DELIVERY ORDER CONTRACTS.

ADDITIONAL INFORMATION FOR COMPLETING THIS ARTICLE:

1. Select the appropriate individual based on the type of contract awarded (e.g. R&D vs Non R&D).
2. Include the complete address if multiple awards will be made (See FAR 16.504(a)(4)(v).
3. Delete the name and address of the non-applicable individual.)****

ARTICLE H.72. TASK ORDER/DELIVERY ORDER CONTRACT OMBUDSMAN

In accordance with FAR 16.505(b)(5), the following individual has been designated as the NIH Ombudsman for task order and delivery order contracts.

Dr. Sherry Mills	**OR**	Dr. Richard G. Wyatt
NIH Competition Advocate for R&D Contracts		NIH Competition Advocate for Non R&D Contracts
6705 Rockledge Drive, Suite 305		1 Center Drive, 160, MSC 0151
Bethesda, MD 20892		Bethesda, MD 20892-0151
Phone: 301-435-2729		Phone: (301) 496-4920
E-mail: sherry.mills@nih.gov		E mail: WyattRG@mail.nih.gov

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD AND FACILITIES SERVICES.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

- **Last (4th) Paragraph:**
  - **For Contracts:** Select the first sentence from the drop-down box.
  - **For Solicitations:** Select the second sentence from the drop-down box.)****

ARTICLE H.73. HEALTH AND SAFETY PLAN

The contractor is responsible for safety at the construction or work site. The contractor is also responsible for preparation of a safety plan and for carrying out the safety plan. The contractor staff shall maintain conformance to the health and safety plan throughout the course of construction.

Contractor inspectors shall consider safety a key element of their daily inspections.

The contractor is required to cooperate with officials of other agencies (Federal and/or state) who are vested with authority to enforce requirements of the Occupational Safety and Health Act. If required, the contractor will assist the Government in preparing accident and fire reports.

[The contractor shall comply with the following NIH Health and Safety Requirements./The resultant contract will require the contractor to comply with the following NIH Health and Safety Requirements.]

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD AND FACILITIES SERVICES.)****

ARTICLE H.73.1. CONTRACTOR REQUIREMENTS

a. At a minimum, the contractor shall comply with applicable Occupational Safety and Health Administration (OSHA) Regulations. Construction, renovation, alteration and maintenance services must adhere to the provisions of the US Army Corps of Engineers Safety and Health Manual 385-1-1 (EM 385-1-1). If there is a conflict between the two, the more strict regulation or provision will be adhered to.
b. Each contract employee is responsible for complying with applicable safety and occupational health requirements, wearing prescribed safety and health equipment, reporting unsafe conditions/activities, and avoiding actions and conditions that may result in an accident.
c. The contractor will not commence services authorized under this contract without first submitting for review each deliverable specified in section "DELIVERABLES". Copies of each deliverable must be provided to the NIH Contracting Officer, NIH Contracting Officer's Representative, and the Division of Occupational Health and Safety (DOHS) Safety Officer (safety@nih.gov).
d. Prior to commencing contract services, the contractor's Project Manager, NIH Contracting Officer's Representative, and DOHS Safety Officer shall meet to review and discuss the safety requirements of this contract. The contractor's Project Manager is responsible for scheduling the meeting arrangement. The purpose of the meeting is to verify that project hazards have been identified and appropriately controlled.
e. The contractor is responsible for ensuring that all of its subcontractors are compliant with all of the contractor requirements outlined in this section.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD AND FACILITIES SERVICES **UNLESS** A WAIVER HAS BEEN GRANTED.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

Subparagraph b:

- **When No Waiver has been granted:** Include this subparagraph b. as is.
- **When a Waiver has been granted by the ORF Health & Safety Officer:** Delete this subparagraph b. and **ADD** a state that a waiver has been granted and the date granted.)****

ARTICLE H.73.2. WAIVER FROM NIH IMPOSED CONTRACTOR HEALTH AND SAFETY REQUIREMENTS

a. The contractor may request a waiver from the requirements contained in the Contractor Health and Safety Requirements section. The waiver does not release the contractor, subcontractor, or any party associated with this contract from federal, state, and local health and safety requirements.

b. The following must be addressed used when requesting a waiver or a variance:

1. The request must state the specific Contractor Health and Safety Requirement to be waived. State the period of time the requested waiver will cover.
2. Details as to why it is not possible or practical to comply with the requirement.
3. The request must explain the impact on the contractor operations and services if this waiver is not approved.
4. Statement as to whether a waiver (total elimination of the requirement) or a variance (retaining the basic requirement, but doing it differently) is being sought;
5. Explanation of the method the Contractor suggests to use in lieu of the existing requirement and how it provides protection equal to or greater than the requirement under waiver review. The burden of proof rests with the requesting contractor.
6. The waiver request must be submitted to the NIH Contracting Officer, the NIH Contracting Officer's Representative and DOHS Safety Officer (safety@nih.gov) prior to commencing services.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD AND FACILITIES SERVICES.)****

ARTICLE H.73.3. NIH REQUIRED SAFETY TRAINING MANDATE

a. As a minimum all contractor and subcontractor personnel working at NIH shall be certified as having successfully completed the OSHA 10-hour General Industry Outreach class or OSHA 10-hour Construction Industry Outreach class. The OSHA 30-hour course can be substituted for the 10-hour course.

b. Proof of completion may be demonstrated through either: 1) the presentation of a bona fide student course completion card issued by the federal OSHA Training Institute; 2) or the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card.

c. Any card with an issuance date more than three (3) years shall not constitute proof of compliance with this requirement.

d. Any employee required to complete the safety and health course required under this section who has not completed the course shall be subject to removal from the worksite if the employee does not provide documentation of having completed such course by the fifteenth day after the date the employee is found to be in noncompliance.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD AND F/ACILITIES SERVICES.)****

ARTICLE H.73.4. NIH SAFETY PROFICIENCY REQUIREMENTS

a. Contractor Safety Program Assessment: The NIH is committed to providing a safe environment for its employees, guests, and patients. Safety, as demonstrated during previous contracts, may be used in the past performance evaluation of a Contractor. Contractors are required to enroll in the Contractor Safety Assessment Program (CSAP). The prime contractor is responsible for ensuring that all subcontractors have completed the CSAP prior to beginning work at NIH. This program is

used to assess contractor's commitment to safety through a review of lagging and leading indicators. Contractors with a low assessment scores will be required to address program deficiencies prior to performing work. The assessment process requires the following items:

1. Company Information
2. Insurance Experience Modification Rate (EMR)
3. General Liability Claims
4. OSHA Citation History (previous three years)
5. Safety Program Elements

To enroll in CSAP: create an account at https://www.constructsecure.com/nih and enter the requested information. There is no fee to complete the assessment. Upon completion of the assessment a certification will be available to download. The certificate must be provided to the NIH Contracting Officer's Representative and NIH Contracting Officer.

b. As a minimum requirement, all contractor and subcontractor personnel working at NIH owned or leased property shall be certified as having successfully completed the OSHA 10-hour General Industry Outreach course or OSHA 10-hour Construction Industry Outreach course. The OSHA 510 Occupational Safety and Health Standards for Construction or the OSHA 511 Occupational Safety and Health Standards for General Industry course can be substituted for the 10-hour OSHA class.

- Proof of completion may be demonstrated through either: 1) the presentation of a bona fide student course completion card issued by an approved federal OSHA training provider; or 2) the presentation of documentation provided to an employee by a certified OSHA Outreach Instructor pending the actual issuance of the completion card.
- Employees shall be prepared to provide proof of training upon request.
- Any card with an issuance date more than 3 years shall not constitute proof of compliance with this requirement.
- Any employee required to complete the safety and health course required under this section who has not completed the course shall be removed from the worksite until the required training is completed.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD AND FACILITIES SERVICES.)****

ARTICLE H.73.5. CONTRACTOR SUPERVISOR ORIENTATION

a. Prior to commencing work, ensure that all contractor and subcontractor site supervisors, at any tier, have completed the NIH Contractor Supervisor Orientation. The time expended and any associated costs to attend the orientation (such as travel time, parking, and other expenses) are to be borne by the contractor.

b. It is the responsibility of the contractor and subcontractor to contact the DOHS Safety Officer to register each supervisor for orientation. Orientation must be completed prior to commencing contract services or the date that the supervisor is assigned to NIH. Contact the ORF Safety Officer (safety@nih.gov) or by phone (301) 496-2960 for the orientation schedule.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD AND FACILITIES SERVICES.)****

ARTICLE H.73.6. DELIVERABLES

a. The deliverables below must be affirmed and provided to the NIH Contracting Officer, NIH Contracting Officer Representative and DOHS Safety Officer (safety@nih.gov). All deliverables shall be submitted by email prior to the commencement of work activities. The deliverables must be in either MS Word or Adobe Acrobat format. Deliverables include:

- The submission of a site specific accident prevention plan completed in accordance with the Army Corps of Engineers Safety Manual Appendix A, EM 385-1-1 (including activity hazard analysis worksheets).
- The submission of the Contractor Safety Assessment Program certification (https://www.constructsecure.com/nih) for the contractor and each sub-contractor.
- The submission of the curriculum vitae (a.k.a. resume) of the contractors' assigned site safety and health officer to oversee the contract operations.
- Verification of OSHA 10-hour training certification (i.e. general industry or construction) requirements for on-site personnel and other appropriate training (i.e. 1st Aid/CPR, etc.).
- The completed and submitted "Affirmation of NIH Contractor Safety Deliverables" form.

b. The DOHS Safety Officer will notify the contractor once the deliverables have been accepted. Acceptance of the deliverables by the NIH indicates only that the Government has received the item. Acceptance of a deliverable does not waive or lessen any contract requirements or the contractor's obligation to meet all contract requirements and correct any later discovered deficiencies. Nor does acceptable by the Government imply that the deliverables or material contained within are adequate to prevent injury or illness.

c. Delays caused by failure to timely submit the required documentation shall not be considered a reason for extension of contract time or increase in costs to the Government.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD AND FACILITIES SERVICES.)****

ARTICLE H.73.7. SITE SPECIFIC ACCIDENT PREVENTION PLAN

The contractor shall submit a Site Specific Accident Prevention Plan, to the NIH Contracting Officer's Representative and the DOHS Safety Officer at safety@nih.gov, one week prior to the commencement of work for NIH's review and comment. The submittal shall contain the "Contract Number" and "Project Name" in the subject line.

For construction, renovation, alteration, and maintenance services the contents of the Contractor's Site Specific Accident Prevention Plan will be in accordance with Appendix A, EM 385-1-1. See https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf .

Activity Hazard Analysis (AHA) shall be prepared for all field, laboratory, industrial, and maintenance

activities. As outlined in Appendix A, EM 385-1-1, an AHA shall be completed for each major phase of work or service and included in the Site Specific Accident Prevention Plan.

Note: For LIMITED-SCOPE SERVICE, SUPPLY, AND R&D CONTRACTS, (e.g. painting, janitorial service), the DOHS Safety Officer may allow an Abbreviated Accident Prevention Plan (see EM 385-1-1) and waive the more stringent elements of the comprehensive plan. The contractor must make a written request to the DOHS Safety Officer safety@nih.gov and provide copy to the NIH Contracting Officer's Representative.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD AND FACILITIES SERVICES.)****

ARTICLE H.73.8. CONTRACTOR FULLY RESPONSIBLE FOR SITE SAFETY

a. The contractor assumes full and sole responsibility for ensuring the safety of its personnel and sub-contractors.

The contractor shall comply with all laws, regulations ordinances, and governmental orders pertaining to employee worksite safety in the performance of this contract. Nothing the NIH may do, or fail to do, with respect to safety in the performance of the scope of work shall relieve the contractor of this responsibility.

b. The contractor shall be responsible for employing appropriate safety measures and taking all other actions reasonably necessary to protect the life, health, and safety of the public and to protect adjacent and NIH-owned property in connection with the performance of the scope of work. Personal protective equipment shall be selected for anticipated hazards and provided to the employee. Employees shall be instructed on the proper wear, maintenance, and limitations of the PPE.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD AND FACILITIES SERVICES.)****

ARTICLE H.73.9. SELECTION OF CONTRACTOR SITE SAFETY AND HEALTH OFFICER

a. When the number of personnel on any shift is under 40 (including subcontractor employees), the contractor's safety representative meeting the definition of "Collateral Duty Safety Officer" as defined in Section titled "SITE SAFETY AND HEALTH OFFICER" paragraph a) 2) CONTRACTOR SITE SAFETY AND HEALTH OFFICER shall be present on the project site.
b. For contractors with a total of 40 or more personnel (including subcontractor employees) on any shift, a Full-time Safety Professional as defined in Section titled "SITE SAFETY AND HEALTH OFFICER" paragraph a) 1) CONTRACTOR SITE SAFETY AND HEALTH OFFICER shall be present on the project site.
c. At the discretion of the NIH Contracting Officer's Representative or DOHS Safety Officer, the requirements for the contractor Safety and Health Officer can be reviewed and action taken to decrease or increase the number of onsite contractor safety representatives. However, the need for a Contractor Safety and Health Officer is required and will not be waived.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD AND FACILITIES SERVICES.)****

ARTICLE H.73.10. CONTRACTOR SITE SAFETY AND HEALTH OFFICER RESPONSIBILITIES

a. The responsibility for safety lies with the contractor. Each contractor shall appoint an individual(s) responsible for contract personnel safety. This individual(s) must be employed in a supervisory position, empowered by their employer to take corrective action; be present on the project while work is being performed; and spend the amount of time necessary to ensure the contractor's compliance with safety requirements.

b. The Contractor Site Safety and Health Officer shall be primarily responsible for ensuring the safe work performed under this contract. Without limiting the generality of the foregoing, the Contractor Site Safety and Health Officer shall:

1. Review all subcontractor and sub-tier contractor's Site Specific Accident Prevention Plan and Activity Hazard Analysis for compliance with applicable safety standards.
2. Perform or ensure that all contractor, subcontractors and sub-tier contractors' employees have received a site specific safety orientation prior to beginning work. Training will include discussion of the Site Specific Accident Prevention Plan and Activity Hazard Analysis worksheets. This site specific orientation is in addition to the NIH's Contractor Supervisor Safety Orientation course.
3. Regularly perform and document worksite inspections, assess hazards, and immediately correct any safety deficiencies, including those of any subcontractor. The contractor shall specifically respond in writing to any substandard safety conditions or practices identified by the NIH. Inspection records shall be maintained at the project site and be made available upon request by the NIH Contracting Officer's Representative or DOHS Safety Officer.
4. Immediately report all personnel injuries, vehicle accidents, near miss incidents, and property damage within 24-hours to both the NIH Contracting Officer's Representative and DOHS Safety Officer (safety@nih.gov). Undertake a complete investigation of all accidents, injuries, illnesses, and near-misses (in the opinion of either the contractor or NIH representatives) and implement corrective actions to prevent recurrence. Upon request, written findings shall be provided to NIH representatives.
5. Ensure appropriate safety meetings are held for all onsite employees, to include subcontractors. Safety meetings shall be conducted to review past activities, plan for new or changed operations, review pertinent aspects of appropriate Activity Hazard Analyses, establish safe working procedures for anticipated hazards, and provide pertinent safety and health training and motivation.
    i. Meetings shall be conducted at least once weekly for all workers.
    ii. Meetings shall be documented, including the date, persons in attendance, subjects discussed, and names of individual(s) who conducted the meeting. Documentation shall be maintained and copies furnished to the NIH on request.
6. Be responsible for the control, availability, and use of necessary safety equipment, including personal protective equipment and apparel for the employees.

c. A Contractor Site Safety and Health Officer not performing his/her duties in accordance with the contract clauses, shall be replaced by the contractor, or at the NIH's discretion.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD AND FACILITIES SERVICES.)****

ARTICLE H.73.11. SITE SAFETY AND HEALTH OFFICER DEFINITIONS

a. ORF SAFETY OFFICER

An employee of the NIH, or designated representative who is responsible for management of the Office of Research Facilities Development and Operations (ORF) Safety Program.

b. NIH CONTRACTING OFFICER REPRESENTATIVE (COR)

An employee of the NIH or designated representative who conducts and monitors jobsite inspections and verifies contractor compliance with identified corrective actions.

c. CONTRACTOR

The General Contractor contracted with NIH.

d. CONTRACTOR SITE SAFETY AND HEALTH OFFICER

The Contractor Site Safety and Health Officer(s) will be categorized as either a Full-time Safety Professional or a Collateral Duty Safety Officer based on the scope and size of the project.

1. Full-time Safety Professional qualifications include:

   i. He/She shall have no other duties.
   ii. An individual possessing a minimum of five years progressive experience managing safety programs on large projects comparable to this contract in scope and complexity.
   iii. Be knowledgeable concerning all federal, state, and local regulations applicable to construction and industrial safety.
   iv. Possess "Competent Person" certification in safety disciplines related to the work performed and possess verifiable training. This individual shall also be responsible for identifying "Competent Persons" required by state and federal safety standards for which they are not certified.
   v. Have successfully completed the OSHA 500 Trainer Course in OSHA Standards for Construction or OSHA 501 Trainer Course in OSHA Standards for General Industry. This requirement may be waived in lieu of an accredited safety and health degree or professional safety or industrial hygiene certification (i.e. CSP or CIH).
   vi. Be trained in, and possess current certification for CPR and First Aid.
   vii. Be capable of performing accident investigations and developing a concise written report.

viii. Is proficient in the development and presentation of "tool box" meetings and safety training.

2. Collateral Duty Safety Officer qualifications include:

i. An individual assigned to perform safety functions on any contract not requiring a Full-time Safety Professional. This can be a collateral duty position held by a supervisor.

ii. Possess a minimum 5 years progressive experience in their trade.
iii. Be knowledgeable concerning all federal, state, and local regulations applicable to safety.
iv. Have successfully completed the OSHA 30-Hour Course in OSHA Standards for Construction or OSHA 30-Hour Course in OSHA Standards for General Industry.
v. Possess "Competent Person" certification in safety disciplines related to the work performed and possess verifiable training. This individual shall also be responsible for identifying "Competent Persons" required by state and federal safety standards for which they are not certified.
vi. Be trained in, and possess current certification for CPR and First Aid.
vii. Possess verifiable training and be capable of performing accident investigations and developing a concise written report.

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ARTICLE H.73.12. CONTRACTOR SAFETY AND HEALTH OFFICER QUALIFICATIONS

Prior to commencing services or assignment to the contract, the contractor shall submit a resume to the NIH Contracting Officer's Representative and the DOHS Safety Officer (Safety@nih.gov) identifying the experience and qualifications for the proposed Contractor Safety and Health Officer(s). The NIH Contracting Officer's Representative or DOHS Safety Officer may reject individuals deemed "Not Qualified" if the proposed personnel does not meet the qualifications outlined in Section titled "SITE SAFETY AND HEALTH OFFICER".

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ARTICLE H.73.13. GENERAL OBLIGATIONS

The contractor is responsible for accident prevention and worksite safety. This responsibility cannot be delegated to subcontractors, suppliers, the NIH, or other persons. To this end, the contractor shall:

a. Promote a safe and healthy work environment.

b. Provide a Site Specific Accident Prevention Program.
c. Ensure subcontractors and employees are adequately trained in occupational safety and health topics relevant to the activities to be performed under this contract. This includes, but not limited communication and training of anticipated hazards (e.g. chemical, physical, biological, etc.). Maintain documentation of the employee training, to include the date and subject taught and be prepared to present upon request.
d. Instruct all employees of safe work methods and practices when assigning work.
e. Ensure that employees have, use, and understand the limitations of the proper protective equipment and equipment for the services performed under the contract.
f. Ensure that all heavy equipment operators (i.e. lasers, heavy equipment, etc.) are properly qualified and trained on the specific piece of equipment in use. Such verification shall be readily available upon request.
g. Cooperate fully with the NIH and its representatives in connection with all matters pertaining to safety.
h. Conduct a documented orientation training session for new employees that includes at a minimum, a review of:
    1. The Site Specific Accident Prevention Plan
    2. Potential hazards in assigned work areas
    3. Proper wear of required personal protective equipment
    4. Methods to mitigate anticipated hazards
    5. Emergency response procedures

i. Ensure that all of its subcontractors, suppliers delivering materials or services to the worksite, etc., are provided with a copy of this specification and are informed of their obligations regarding worksite safety under this requirement. Ensure that provisions are documented and available upon request.

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ARTICLE H.73.14. ACCIDENT PREVENTION

a. The contractor shall be responsible for correcting hazardous conditions and practices.
b. If it is determined there is an immediate threat of harm to anybody, the contractor shall:
    1. Take immediate action to remove/safeguard personnel from the hazard and stabilize or stop work until corrective actions can be implemented to eliminate the hazard.
    2. Immediately notify the NIH Contracting Officer's Representative and the DOHS Safety Officer via (safety@nih.gov) or by phone (301) 496-2960.

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ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

- **Subparagraph a:** Check to make sure contact information below is current and update as may be required.)****

ARTICLE H.73.15. CONTRACTOR INJURIES AND ILLNESSES

a. Injury or illness resulting from work under this contract shall be reported to the NIH Contracting Officer's Representative and DOHS Safety Officer (safety@nih.gov) within 24-hours of the incident.
b. For work conducted at remote locations where emergency medical service personnel are not capable of responding within 4-minutes, at least two persons shall be available at the work site at all times to render first aid and CPR. These personnel must have a valid certificate in first-aid and CPR from the U.S. Bureau of Mines, the American Red Cross, or equivalent verifiable training program. A minimum ratio of one such qualified person for every 25 employees shall be maintained throughout the project, but no less than 2 qualified persons at any time.
c. The contractor is required to have and maintain at the worksite a first-aid treatment kit adequate for the anticipated hazards and number of personnel.

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ARTICLE H.73.16. NIH RIGHTS

a. INSPECTIONS/INVESTIGATIONS
    1. The NIH Contracting Officer's Representative may, in any reasonable manner, observe and inspect the contractor's safety and accident prevention procedures for all activities and personnel. This specifically includes, but is not limited to, the right to attend all safety meetings.
    2. Upon request, the NIH Contracting Officer's Representative shall receive copies of any safety inspection reports completed by the contractor or anyone performing work for, on behalf of, or under the contractor.
    3. The NIH Contracting Officer's Representative may, in any reasonable manner, observe or participate in any accident investigation conducted by the contractor or anyone performing work for, on behalf of or under the contractor. The NIH may also, at its sole discretion and in any reasonable manner, undertake its own accident investigation.
b. CORRECTIVE ACTIONS/STOP-WORK
    1. The NIH Contracting Officer's Representative shall have the right to direct the contractor to correct unsafe working conditions, including taking corrective action when unsafe working conditions are observed (i.e. lack of good housekeeping practices, use of equipment in obviously poor condition, failure to adhere to statutory OSHA regulations, etc.).
    2. The NIH Contracting Officer's Representative shall have the right to require the removal, from the project, any person, property, or equipment that, in the NIH's opinion, is deemed unsafe.
    3. The NIH Contracting Officer's Representative shall have the right to instruct the contractor to immediately cease any action and/or stop work (or any action thereof) when any conditions exist that, in the NIH's opinion, constitutes an imminent danger or could result in serious harm.
    4. The NIH Contracting Officer's Representative shall have the right to suspend the work pending the completion of any accident/incident investigation, whether undertaken by the contractor, the NIH, or other parties of interest.

5. The contractor is responsible for costs, expenses, and other obligations paid or incurred, as a result of the contractor or subcontractor's noncompliance with federal, state, or local safety regulations; or failure to comply with terms and conditions of this contract.

c. NIH'S ACTION/INACTION DOES NOT RELIEVE CONTRACTOR

Nothing the NIH may do, or fail to do, with respect to safety in the performance of the work shall relieve the contractor of its responsibility to comply strictly with this Contract and all standards referenced in this document.

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ARTICLE H.73.17. SPECIFIC SAFETY PROVISIONS

In addition to federal, state, and local regulations pertaining to operations and safety, the contractor shall adhere to the following NIH mandated safety requirements:

a. Asbestos: Many of NIH's buildings have asbestos-containing materials. It is the contractor's responsibility to coordinate with the NIH Contracting Officer's Representative to ensure that a survey for asbestos is conducted prior to commencing work. The contractor shall ensure that all personnel who may disturb building materials have received and documented initial and annual Asbestos Awareness training prior to the start of work.
b. Entry into Confined Spaces: The contractor shall provide the NIH Contracting Officer's Representative a copy of its Confined Space Entry Program as part of the Site Specific Accident Prevention Plan.
    1. Should the contractor employ subcontractors to work in confined spaces, it shall be the contractor's responsibility to submit the required documentation for each subcontractor.
    2. Work shall not start in a confined space until the required submittals have been made and appropriate safety precautions have been taken by the contractor or its subcontractors. In the event the contractor does not comply with these regulations, ACCESS WILL BE DENIED.
    3. Personnel working in confined spaces must be trained in accordance with OSHA regulations.
c. Entry into mechanical spaces requires proper wear of head, eye, and hearing protection.
d. Wood and metal ladders are prohibited for personnel use. Fiberglass or ladders formed from non-conductive materials are appropriate.
e. Electrical - Safe Clearance Procedures
    1. Entry into High Voltage Areas: Work under this contract may require entry into High Voltage Areas.
    2. In the event entry is required, the contractor is obligated to identify any High Voltage areas that may be involved in work under this contract. Before entry into a High Voltage work area, the contractor shall notify the NIH Contracting Officer's Representative.
    3. To prevent employee exposure or damage to electrical systems the contractor shall exhaust all options and means to de-energize live electrical parts in accordance with OSHA lock-out/tag-out requirements. Work around energized components requires appropriate safety training and PPE.

f. Fire Prevention: The contractor shall ensure that the fire prevention measures on-site are in accordance with OSHA, NIH Division of Fire Protection policies, and the National Fire Protection Association standards.
Approved safety cans (approved or listed by a nationally recognized testing laboratory) shall be used for flammable and combustible liquids. Fire extinguishers shall be provided by the contractor where required.

    1. Open Flame Devices: Prohibit the use of unapproved fuel-burning types of lanterns, torches, flares or other open-flame devices on NIH property.
    2. Hot Work Permit: Open flame welding and spark producing equipment and tasks require the contractor to secure a "Hot Work Permit" from the NIH Fire Department. This can be obtained by calling the NIH Fire Marshall at (301) 496-0414.

g. Excavating & Trenching:
    1. Excavations and trenches shall be evaluated for confined spaces before entry.
    2. Ensure a Competent Person inspects the excavation or trench before work begins and as needed during the shift. When the Competent Person finds evidence of a hazardous condition, exposed employees shall be removed from the hazardous areas until the necessary precautions have been taken to ensure their safety.
    3. All excavations, regardless of depth, shall be barricaded or covered. If barricades are utilized and are left overnight they shall be equipped with appropriate lights or reflectors.
    4. Walkways shall be provided where employees or equipment are required or permitted to cross over excavations. When walkways are utilized, a guardrail system shall be in place.

h. Activities that pose a potential risk of exposure to hazardous materials during remediation activities shall be supervised by personnel who have a current 40-hour Hazardous Waste Supervisor's certification and available upon request. These individuals shall be able to identify the potential need for upgrading the level of health and safety protection. All personnel working in direct contact with hazardous materials shall have a current 40-hour Hazardous Waste Operations certification and medical monitoring, in accordance with OSHA regulations. The contractor is responsible for personnel monitoring to determine hazards and exposures to their employees.

i. Cranes and Hoisting Operations

A written lift plan shall be submitted for all crane operations. The written lift plan will include as a minimum:
    1. Make and model of the crane
    2. Name of the crane operator, documentation of training and competent person responsible for the execution of the lift plan.
    3. A copy of the crane's most recent certificate of annual inspection.
    4. A copy of the cranes maximum loads at various boom angles and radii.
    5. Utilizing the crane boom angle and radius information identify all loads that will exceed 75% of the crane capability.
    6. Identify if two or more cranes are required.
    7. Provide a sketch or drawing of the anticipated boom angle, radius, center of gravity and crane placement.
    8. Provide a sketch or drawing of anticipated rigging methods to include:

i. Number of slings
ii. Type of configuration
iii. Size and length of slings
iv. Rated capacity of slings
v. Sling angle
vi. Size, number and rated capacity of shackles

9. Identify number of ground handlers and location of ground handlers
10. Communication method between ground handlers and crane operator
11. Location of material staging area
12. Method of managing vehicle and pedestrian traffic

j. Chemical Exposure Plan: The contractor shall submit a Chemical Exposure Plan for any products containing isocyanates, methylene chloride, lead, silica, hydrofluoric acid and processes involving floor sealers, traffic coatings, terrazzo sealers, specialty paints or any other chemical which can produce nuisance odors. The plan shall include employee exposure control methods, isolation methods to prevent spread of chemicals and odors outside the work area and safeguarding of the NIH employees and public. Safety Data Sheets for each chemical must be maintained on site and available upon request.
k. Protection of the Public: The contractor shall submit a plan for the protection of the public on or adjacent to construction and demolition operations.

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ARTICLE H.73.18. SAFETY PERFORMANCE

a. If the contractor experiences repeated safety violations or fails to abate violations in a timely manner, the contractor shall be subject to any of the following actions, at the Contracting Officer's Representative or Contracting Officer's discretion:
    1. Removal and replacement of management personnel.
    2. Submitting a written safety recovery plan detailing what changes will be made to their safety program and a timeline as to when the changes will be implemented.
    3. Hiring an independent health and safety consultant who shall audit the contractor's procedures and operations. The consultant shall compile a plan detailing what changes the contractor shall implement. This report shall be submitted to the NIH Contracting Officer's Representative.
    4. Conduct a "Safety Stand Down" (suspend all work or any action thereof).
    5. Issue a cure notice notifying that the contractor has failed to comply with a contract requirement and directing that the deficiency be "cured" within a specified time period.

b. Costs incurred by the contractor to abate hazards or to respond to actions noted in this Safety Performance Section shall not be considered a reason for extension of contract time or increase in costs to the Government.

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ARTICLE H.73.19. HEALTH AND SAFETY REQUIREMENTS

The contractor is responsible for safety at the construction or work site. The contractor is also responsible for preparation of a safety plan and for carrying out the safety plan. The contractor staff shall maintain conformance to the health and safety plan throughout the course of construction.

Contractor inspectors shall consider safety a key element of their daily inspections.

The contractor is required to cooperate with officials of other agencies (Federal and/or state) who are vested with authority to enforce requirements of the Occupational Safety and Health Act. If required, the contractor will assist the Government in preparing accident and fire reports.

The contractor shall comply with the following NIH Health and Safety Requirements.

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ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

- **Subparagraph C:** Select the Contracting Officer or the Contracting Officer Representative (COR) from the drop-down box as appropriate. Note: If another individual will be designated for notification, delete the drop-down box and enter the Name and/or Title of the appropriate individual.)****

ARTICLE H.74. SECURITY

GENERAL

a. The Contractor and all subcontractor's personnel will observe and adhere to all National Institutes of Health (NIH) security regulations and requirements when using or providing services on the NIH property. The Contractor shall be responsible for subcontractor compliance and include specific provisions in all subcontracts that these regulations be accepted.

b. The Contractor shall be accountable for compliance with the provisions of this Section by all individuals and entities employed by or under contract to the Contractor.

c. Notification: Notify the [Contracting Officer (CO)/Contracting Officer Representative (COR)] or a designated representative, not less than 48 hours prior to performing work in a restricted-access area as defined by the NIH. Include the following:
    1. Companies: Name of each company performing the work.
    2. Personnel: Name, social security number, date and place of birth, citizenship and, where applicable, visa status of each individual who is to work.
    3. Time: The exact time, date, and hours of work.
    4. Areas: Specific areas of the building in which work is to be performed.

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ARTICLE H.74.1. CONTRACTOR RESPONSIBILITY

a. Contractors shall be responsible for security of their property and material from theft and vandalism.

b. The Government does not accept responsibility for loss or damage to any property or work it has not accepted.

c. Contractors shall be responsible for excluding all but authorized persons from their work sites.

d. Contractors and their employees shall immediately report any known violations of law or regulations, or the discovery of unaccountable property, either private or Government-owned, to the Contracting Officer Representative (COR).

e. Conduct on Federal Property: Contractors are advised that operating a motor vehicle when entering upon or while on NIH property by a person under the influence of alcoholic beverages, narcotic drugs, including hallucinogens, marijuana, barbiturates or amphetamines, is prohibited. Entering upon the property, or while on the property, under the influence of, or using, or possessing any narcotic drug is prohibited. Such prohibition shall not apply in cases where the drug has been prescribed by a physician. Entering upon the property, or being on the property, under the influence of alcoholic beverages is prohibited. The use or possession of alcoholic beverages on NIH property is prohibited unless, upon occasions and at specific locations which the Director, NIH, or his delegated official has for appropriate official uses, granted an exemption in writing.

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ARTICLE H.74.2. CONTRACTOR SECURITY PLAN

a. Upon award of contract for this requirement, the Contractor shall develop and submit for approval a Contract specific Contractor Security Plan. The Contractor Security Plan shall encompass all administrative, physical, and operational security requirements noted in this specification section for all persons and subcontractors under this Contract.

b. The Contractor shall, within 10 days receive Contractor Security Plans from each subcontractor or other entity to be engaged under the Contract, and shall furnish evidence satisfactory to the Contracting Officer Representative (COR) that this has been done.

c. All persons employed within the boundaries of the property or restricted-access areas therein, and all persons permitted to enter such property and areas shall comply with the security regulations and procedures that have been established for this Contract.

d. The Contractor Security Plan shall include provisions to address various Security Alert Levels as determined by the Department of Homeland Security.

e. The Contractor Security Plan shall include provisions to address an approach to overall security that is consistent with the goals contained in existing NIH Security Policies, Guidelines and Regulations.

The Contract specific Contractor Security Plan seeks to achieve the following security goals:

1. Screen contractor workforce consistent with NIH policies and procedures.
2. Safeguard NIH employees and assets from events or persons who could cause harm.
3. Limit project information distribution and ensure compliance with the National Institutes of Health Confidentiality Non-Disclosure Certification, a copy of which is included as an attachment to authorized persons and entities to the greatest extent that is practical, and as directed by the Associate Director for Security and Emergency Response (ADSER).

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ARTICLE H.74.3. CONTRACTOR PERSONNEL

a. Upon award of Contract the following security procedures will apply:

1. The Contractor shall provide information about all Contractor and subcontractor personnel and others who require continued access to the site, before access is required and when access ceases.
2. No interviews of prospective Contractor employees shall be conducted on the project site or NIH property. The Contractor and subcontractors will be required to maintain a field office, outside the project site or NIH property, for all public contacts. Applicants for employment and other persons not entitled to access to the project site shall be required to contact the Contractor or subcontractor at these offices.
3. Within 10 calendar days after the award of the Contract, the Contractor shall submit a list of all employees, subcontractors and their employees, and others who will perform work or otherwise require access to the site. Personnel shall be listed in alphabetical order by company. The list shall include the full name, social security number, date and place of birth, citizenship and, where applicable, visa status for each individual.
4. Name of any employee added later to the original list shall be submitted with the same information on the Contractor's letterhead at least 8 calendar days in advance of the date of access by the employee.
5. The Contractor shall notify the Government in writing when personnel are no longer employed by the Contractor or a subcontractor. The written notification all include the individual's name, social security number and date and place of birth, citizenship, visa status and the company who employed the individual, if applicable.
6. Each company or entity with personnel assigned to this Project shall ensure that all personnel undergo a personnel security screening to determine their suitability for access to NIH facilities, information and data.

a. The Contractor Security Plan establishes two levels of contractor personnel involvement: those involved in sensitive duties; and those not involved in sensitive duties. The NIH will provide two different screening processes accordingly.
b. Completion of a background questionnaire and assorted forms (Standard Form 85P - "Long Form Screening") as well as a credit check is required for the following sensitive duties:

    1. Contractor personnel with direct senior level management responsibilities on the Contract.
    2. Contractor personnel with direct management responsibilities on the Contract and requiring access to "Law Enforcement Sensitive" or other NIH-designated sensitive information.
    3. Contractor personnel with direct in-depth knowledge or installation responsibilities of access control systems, closed circuit television (CCTV), and/or intrusion, motion or other detection devices on the Contract and requiring access to "Law Enforcement Sensitive" or other NIH-designated sensitive information.

c. A police check provided by the NIH Police through the National Crime Information Center (NCIC) (NCIC "Short Form" screening) is required for all other contractor personnel working on the project involving non-sensitive duties.
d. In addition to other disqualifying factors as determined by the NIH, the following shall apply:

    1. Conviction for tax evasion may disqualify contractor personnel being considered for sensitive positions.
    2. A history of acts of violence, arrests for firearms or explosives violations, illegal alien status, or any felony convictions will disqualify contractor personnel from working on this Contract.

7. The Contractor shall notify the NIH Division of Police through the Contracting Officer, or a designated representative, of any change in personnel assigned to the project site, including changes in employee status such as terminations of employment, civil or criminal charges, visa status, if applicable.
8. The NIH reserves the right to require the removal of any Contractor employee from the project site if the employee is deemed a security risk by the ADSER.
9. In order to permit the NIH Division of Police to supply NIH ID Badges for on-site personnel, the Contractor shall cause each individual to complete a personnel identification form. These forms will be provided by the NIH to the Contractor at the pre-construction conference. Processing of the forms and issuance of NIH ID Badges will be performed by the NIH at NIH expense.
10. At a time designated by the Contracting Officer or when an individual reports to the site for work the first time, a period of at least 2 hours will be required for security processing, including review of identification forms and fabrication of a permanent badge. Personnel will then be permitted to go to work without further processing of identification forms by the Government, but at least 15 minutes should be allowed each day for signing in with security to obtain access to the site.

11. The permanent NIH ID Badge furnished by the NIH to each Contractor employee or other person granted access to the site will serve to authorize the wearer to enter and leave the project area. The NIH ID Badge must be worn so as to be clearly visible at all times when at the work site.
12. Access to other parts of the NIH property will be subject to the screening procedures applicable to visitors under the Alert Level in effect as determined by the Department of Homeland Security.
13. The NIH ID Badge will be retained by the individual as long as continued admittance to the site is required. The Contractor will arrange for immediate return of the badge to NIH when such need ceases. Temporary or visitor ID Badges will be provided for persons who are identified as having an infrequent or temporary legitimate business need for access to the site.

b. Security Manager

1. A Security Manager (SM) shall be designated by the Contractor for the duration of the project. The SM must report directly to an officer of the firm and not to the site superintendent and must be provided the authority in writing to implement the designated security plan, policies, procedures and directives for the project as provided by the NIH Division of Police.
2. The individual must be familiar with the requirements of the Department of Homeland Security threat levels. NIH Division of Police will define the NIH responses to the various threat levels to the successful contractor.
3. The individual must be fluent in speaking and writing English.
4. The individual must undergo and pass a U.S. Government Background Investigation prior to receiving security sensitive information from the NIH Police.
5. The individual must be capable of understanding potential security problems, exploring issues and developing efficient and effective solutions.
6. The individual must possess good interpersonal skills and be capable of working with a variety of organizations, including the NIH, other federal agencies, local law enforcement, and the private sector.
7. In addition to implementing and managing the construction security program for the project, the construction security manager may perform other management-level duties within the firm.
8. The only duties and responsibilities of the construction security manager are to manage and implement the construction security program on this contract.

c. All personnel engaged on the Contract will be required to execute a National Institutes of Health Confidentiality Non-Disclosure Certification. (See Section J - List of Attachments.)

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ARTICLE H.74.4. SECURITY PROCEDURES

Upon commencement of the work under this contract, the following security procedures shall apply to the Contractor and all subcontractors.

a. Contractor personnel shall not enter the NIH campus without appropriate NIH ID Badge.

b. For work outside "normal work hours" as defined in the Contract, the Contractor shall give the Contracting Officer or his designated representative at least three (3) calendar days notice. This notice is required so that security arrangements may be provided and is separate and distinct from any notices required for utility shutdown or other outages.

c. The NIH reserves the right to restrict photography of the project or other areas of the NIH premises.
    - Cameras are not permitted without written permission from the Contracting Officer or his designated representative. If approved, permission will be granted in writing and will provide additional guidelines.

d. Personnel may be subject to inspection of their personal effects when entering and leaving the project site. In addition, unscheduled inspections of personnel may be made while on site.

e. The NIH reserves the right to alter security procedures based on the Security Alert Level in effect as determined by the Department of Homeland Security, for as long as the Security Alert Level change exists.

f. The NIH reserves the right to close down the project site and order Contractor personnel off the premises in the event of a national emergency or a shut-down, for as long as the national emergency or shut down exists. The Contractor may only return to the site with written approval from the Contracting Officer or authorized representative.

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ARTICLE H.75. OTHER ON-SITE

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ARTICLE H.75.1. NON-INTERRUPTION OF GOVERNMENT ACTIVITIES

All work areas must be separated from the remainder of the building with smoke tight partitions constructed with non-combustible or fire retardant materials. Barriers must be in place prior to and during all stages of renovation work.

Interruption or interference with the conduct of government business in other building areas outside the contract area, or damage to existing equipment within the contract area, will not be permitted. To

protect government property and to isolate his work, the Contractor shall provide, at no additional expense to the government, drop cloths, plastic film draping, taping, barriers, weatherproof closures and/or coverings, and temporary dust-proof enclosures and partitions, etc. Temporary dust-proof enclosures and partitions shall be provided wherever demolition or construction operations will produce dust or dirt subject to spreading via tracking or air currents beyond the immediate area of work. Such enclosures shall be erected structurally sound, and shall be maintained dust proof so as to keep surrounding areas clean and free of dust. Where practical, dust-producing activities shall be kept dampened with water, so as to reduce the generation of dust.

Temporary dust-proof enclosures will always be required to separate sterile or germ-free areas from the contractor's work area. Materials shall be conveyed inside buildings in and on rubber-tired vehicles provided by the contractor. Use of NIH equipment is prohibited. The use of equipment which produces substantial noise or vibration in buildings, such as pneumatic hammers, etc., is prohibited except in those cases where it is approved by the Contracting Officer Representative (COR) because no other method is available. If use of such equipment is approved, work will be restricted to non-NIH work hours, 6:00 P.M. through 6:00 A.M. Monday through Friday or weekends.

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ARTICLE H.75.2. UTILITY SHUTDOWNS

All outages or modifications to the fire protection systems must be scheduled and approved by the Contracting Officer or his/her representative(s). Contractors shall not cut, disconnect, switch, open, or alter position of valves, or otherwise interrupt any utility systems, piping systems, electric services, etc. without prior approval of the Contracting Officer Representative (COR). Shutdown of any utility service which will affect service to any areas other than those in the contract area, must be requested in writing a minimum of fifteen (15) working days in advance, and requires written confirmation/approval prior to service interruption. This work shall be accomplished outside normal NIH working hours, at no additional cost to the Government.

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ARTICLE H.75.3. USE OF GOVERNMENT BUILDING FACILITIES

General

Where the term "NIH Reservation" appears herein, it shall be defined as also including all "off reservation" facilities.

a. Contractors (including subcontractors), their officials, employees, and all other persons visiting or conducting business on the NIH Reservation, NIH Animal Center, Federal Building and future construction sites pertaining to NIH facilities in connection with contract work shall conform to these requirements.

   The Contractor shall be responsible for the enforcement of these requirements by his

subcontractors.

b. Before work is started, the Contractor shall furnish to the NIH Contracting Officer Representative (COR), the name of the principle responsible official for the contract plus at least one alternate, with their home addresses and phone numbers, who may be contacted in case of emergencies occurring outside the regular hours of work. Similar information shall be furnished concerning all subcontractors.

c. The COR shall act as the liaison between the Contractor and NIH activities to provide or obtain:
    1. Truck routes for delivery of supplies and equipment.
    2. Storage areas for Contractor's materials and equipment (generally limited to the Contractor's site).
    3. Staging areas for Contractor's trucks, cranes, etc., within limits of space available as outlined in Section H, Motor Vehicles and Parking Regulations.
    4. Approvals, clearances, permits, and inspections by NIH activities.
    5. Notification to affected NIH activities regarding interruptions of services and blasting operations.
    6. Compliance of the Contractor with general and specific requirements listed here.

d. Contractors shall comply with all orders and directives of NIH Police and Fireman or local jurisdiction for off "reservation" projects.

    Building freight elevators may be use by the Contractor to transport materials only at times when such use does not interfere with normal NIH operations. Elevator use shall be arranged through the COR. The Contractor is responsible for protecting elevator cab interiors from damage. Construction contractors and subcontractors working at NIH facilities shall not used NIH toilet facilities. The Contractor shall make arrangements for portable toilet facilities.

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ARTICLE H.75.4. MATERIAL DELIVERY, STORAGE AREAS AND DEBRIS REMOVAL

a. Material Delivery -- Contractors shall arrange for the deliveries of supplies or material and equipment to the work site or designated storage areas via previously approved routes. Wherever practicable, deliveries shall be made during the regular NIH working hours and only when the Contractor's representative is available to receive them. If a Contractor's representative cannot be located, the NIH Police Force has standing instructions not to allow the material to be unloaded at the construction site. When deliveries are to be made outside normal NIH work hours, they must be scheduled for a pre-designated time in advance through the Contracting Officer Representative (COR) or Construction Manager so that the NIH Police can arrange to open (and secure) doors to the building and area. This requirement is necessary to maintain building security.

b. Storage of Materials -- There is no space available in NIH buildings for the storage of materials and equipment. The Contractor shall be responsible for storing all of the long-lead-time materials and equipment, as designated within the project's specifications and drawings. Corridors and other

public areas must be kept clear at all times. Materials stored at locations not authorized by the COR or Construction Manager are subject to being hauled away by the government or having the Contractor's progress payments delayed.

Contractor shall provide and maintain proper storage for all hazardous materials and/or wastes, and maintain copies of all relevant Material Safety Data Sheets (MSDS) paperwork on-site for NIH review.

c. Debris Removal -- Removed materials, which are designated in the specifications or drawings as contractor's property, or debris shall be promptly removed from the job site and the NIH Reservation. Storage and/or collection of debris inside or outside buildings will not be permitted. Contractors shall remove all debris and other material from the job site and Reservation with their own carts, containers, and/or refuse disposal facilities. Government facilities may not be used for this purpose. All interior areas of existing buildings shall be left clean on a daily basis. When debris must be removed from buildings outside normal NIH work hours, it must be scheduled for a designated time in advance (the same as for material deliveries).
Projects in Building 10 shall dispose of construction debris and trash in the B-2 level loading dock dumpsters. Dispose of debris and trash in the appropriate dumpsters according to the type of refuse.

d. Combustible debris and trash must be removed from the work site daily.

e. No corridor or stairwell can be locked, blocked, closed or used for storage without the written permission of the COR.

f. Keep passage through all corridors clear and without obstructions at all times. Do not block the emergency egress with construction supplies, equipment or debris. Written permission must be obtained from the COR for temporary storage of supplies.

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ARTICLE H.75.5. CONSTRUCTION DEBRIS

The ORF Division of Environmental Protection (DEP) provides construction dumpsters for all construction and renovation projects on the Bethesda Campus at no cost. The dumpster rental, transportation, and disposal costs of all collected materials are covered by DEP. Before the dumpster will be delivered, the Contracting Officer Representative (COR) must submit a Site Selection Request and obtain approval. For additional information, view the DEP Construction Dumpster Program, the COR's Guide, and Construction Debris Waste Management and Recycling Plan at the DEP section of the ORF website. Contact DEP staff at 301-496-7990 with questions about this service.

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ARTICLE H.75.6. FIRE PREVENTION

a. Contractors shall instruct their employees to immediately report any fire to the NIH Fire Department, (dial 116 if the phone is on an NIH exchange or 496-9913 if the phone is not on an NIH exchange) even if it has been extinguished. In addition, the NIH Fire Department shall be immediately notified on any hazardous material spill, ambulance or rescue emergency.

b. Contractors are responsible for promptly replacing/recharging any self-owned fire extinguisher that has been discharged. If the fire extinguisher is NIH owned, the NIH Fire Department shall be promptly notified for a replacement (dial 496-2372). Portable NIH-owned fire protection equipment shall not be moved unless approved by the NIH Fire Department.

c. All construction trailers shall not be moved into place or erected on the NIH reservation without prior approval by the NIH Fire Prevention Section as to location, type and method of heating and lighting. They must be located within the Contractor's assigned area and are generally restricted by a minimum separation distance of 40 feet to an adjacent trailer or an occupied building. In cases where this separation distance is not feasible, additional fire protection features will be required dependent on the maximum separation distance which can be attained. The Fire Prevention Section shall be consulted to determine the additional fire protection features which must be incorporated.

d. The installation of aboveground tanks for fueling the Contractor's equipment must be approved by the NIH Fire Prevention Section. Contractor shall provide secondary containment equipment for all fuel and/or chemical storage containers/tanks that meets Maryland Department of the Environment regulatory requirements.

e. Contractor shall not use water from fire hydrants to standpipe risers without prior approval from the NIH Fire Department. In the event of actual emergencies, the fire department may discontinue the use of water from fire hydrants and or standpipe risers without advance notice.

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ARTICLE H.75.7. RECYCLING OF CONSTRUCTION MATERIALS

The only construction debris material that should not be placed into debris dumpsters is ceiling titles. Contractors are to separate and stack these on the loading docks. The DEP recycling contractor will collect them for consolidation and recycling. Ceiling titles must be palletized on the loading dock to allow for removal. Broken ceiling titles will not be accepted. Cardboard generated from any projects should also not be placed in the dumpsters. Cardboard is to be flattened and left on the loading document for collection by the DEP on-site contractor collects loading dock cardboard at each dock in the mornings and afternoons.

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ARTICLE H.75.8. ENVIRONMENTAL

a. The contractor shall strictly follow all the conditions and requirements in the Maryland Department of the Environment (MDE)-approved drawings.

b. Inspect all the erosion and sediment control measures daily and perform necessary repairs.

c. Maintain a log of the site erosion control measures' condition. At the minimum, the log shall contain information such as date and time of the inspection, weather, deficiencies found, and any corrective measures (repairs, in/out side of the site cleaning) performed.

d. Make the above inspection log available upon request by NIH-Division of Environmental Protection (DEP) representative and/or MDE inspector.

e. Completely cover any dirt/stock piles with plastic tarp at the end of every business day regardless of the weather condition.

f. Clean/sweep the road as well as adjacent areas of the site of any debris that may have expelled from the site. The debris includes dirt, sand, gravel, and any other material related to the construction project.

g. Notify NIH-DEP of any utility line (pipes, plumbing, etc.) cleaning, flushing and/or testing at least one week in advance. The contractor's procedure must be prepared and provided to NIH-DEP for approval.

h. Notify NIH-DEP as the project nears its completion and coordinate for a final site inspection by MDE. The contractor shall be responsible for the site condition and the contract shall not be closed however until the site is inspected and approved by NIH-DEP.

i. The address for NIH-DEP is NIH, Division of Environmental Protection, 9000 Rockville Pike, Bldg 13, Room 2S11, MSC 5746, Bethesda, Maryland 20892-5746. The phone number is (301)496-7775.

j. As-built drawings of the stormwater management features shall be provided to DEP upon completion.

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ARTICLE H.75.9. INTERIM LIFE SAFETY MEASURES (ILSM)

a. Interim Life Safety Measures (ILSM)

The Contractor shall comply with the ILSM established by the NIH Division of the Fire Marshal or the Clinical Center. These measures shall be implemented for all construction, renovation and alteration work and periods when the work compromises the fire protection systems such that the facility does not meet applicable provisions of the Life Safety Code®.

1. All contract employees shall abide by the no smoking policy when working in or around the perimeter of the facility.
2. All corridors and stairs required for emergency egress shall remain clear and unobstructed at all times.
3. Access to emergency services and for fire, police, and other emergency forces shall remain free and unobstructed at all times.
4. When normal access or exiting paths need to be changed or modified in any way, this action shall be done only with prior written approval by the authority having jurisdiction (AHJ). The AHJ will keep the NIH Fire Department and relevant occupants notified of all route changes.
5. Existing fire alarm, detection, and suppression systems shall remain in good working order. All modifications or planned shutdowns of the fire protection systems must be scheduled and approved by Maintenance Engineering. It is the responsibility of Maintenance Engineering to notify the AHJ and the NIH Fire Department of all modifications in these systems and to ensure that temporary, but equivalent, fire safety measures are in place when the operation of any fire system is impaired. Temporary and equivalent systems must be tested monthly.
6. All work areas will be separated from the remaining portion of the building with smoke-tight partitions constructed with noncombustible or fire-retardant materials. All barriers shall have clean, smooth surfaces and provide a contiguous seal to minimize the migration of construction dust as well as smoke.
7. Because the building's air pressure is negative relative to the outdoors, work that involves a break in an exterior wall shall be protected with two parallel noncombustible or fire-retardant partitions to minimize energy loss, property damage, and occupants' discomfort or exposure to chemical vapors and bioaerosols.
8. Penetrations in fire and smoke walls contiguous with occupied areas will be properly sealed at the end of each work shift.
9. All individuals must obtain a NIH Hazardous Work Permit from the NIH Division of the Fire Marshal by calling 301-496-0414 prior to the start of any welding, cutting, or use of an open flame.
10. Fire safety measures as required by the NIH Hazardous Work Permit shall be conspicuously posted at the work site and accessible at all times. Measures may include fire extinguishers, blankets, and other suppression methods designated by the AHJ or NIH Fire Department.
11. Commensurate with the fire hazard potential, the NIH Fire Department may provide employees and contractors who perform work requiring an NIH Hazardous Work Permit training in the use of portable fire extinguishers.
12. Prior to use, the Contracting Officer Representative (COR), with the CC safety officer and CC Office of Facility Management will assess the risks associated with the flammables, oxidizers, irritants, and other potentially hazardous chemicals proposed for use in the work area.
13. The contractor will provide the Material Safety Data Sheets (MSDS) for chemicals used on the site in accordance with provisions of the OSHA Hazard Communication Act. The contractor must keep a binder containing all MSDS for chemicals approved for use at the worksite---where it is readily available for employees and emergency responders at NIH.
14. Flammable and oxidizing chemicals on the jobsite shall be limited to a one-day supply. Additional supplies shall not be stored in a building unless an approved storage area is designated by the AHJ.

15. Flammable compressed gas cylinders shall be limited to a one-day supply. Additional cylinders shall not be stored in a building unless an approved storage area is designated by the AHJ.
16. Compressed gas cylinders shall be securely stored in an approved cart.
17. Wastes shall be removed from the worksite at the end of each work shift or as needed.
18. Until completion of the construction project, all combustible storage on the jobsite shall be kept at the minimum level acceptable to the AHJ for daily operations.
19. The NIH Division of the Fire Marshal [the fire safety "authority having jurisdiction" (AHJ)], as well as the CORs will monitor renovation and construction areas for compliance with the ILSM.
20. The NIH AHJ shall approve all completed work for compliance with provisions of the National Fire Codes prior to acceptance and beneficial occupancy of the space.
21. Daily Inspections:
    a. The Contractor's Project Manager or Superintendent shall monitor compliance with the ILSM on a daily basis.
    b. Contractor shall address ILSM requirements in their daily report that shall be provided to the COR.
    c. Noncompliance with checklist is sufficient cause for a "Stop Work Order".

b. Building 10 Complex - Construction Risk Assessment (CRA).

The Contractor shall comply with Construction Risk Measures that identify and address hazards that could potentially compromise patient care, treatment, and services in occupied areas of the Building 10 complex (i.e., Buildings 10, 10B (ACRF), CRC, and NMR imaging center). Hazards include air quality requirements, infection control measures, utility requirements, noise, vibration and emergency procedures. Construction Risk Measures must be implemented prior to the project execution phase and be maintained through demolition, construction or renovation till the completion of the project. The Contractor shall complete the Construction Risk Assessment (CRA) to identify, develop and implement control measures required for the TYPE, GROUP and CLASS of area in which work will be performed (using the Patient Risk Group Drawings) and for adjacent areas that may be affected by the work. The Contractor shall complete the information included in the CRA procedure, distribute this information to the COR and other persons designated by the COR and receive approval from the government prior to starting work. This construction risk assessment process shall be repeated each time when the location or character of work changes. Construction risk measures include scheduled times and thresholds for vibration and noise; barriers to contain particulates including sticky carpet mats, smoke-tight wall boards, air pressure differentials, and filtration devices; redundant or comparable safeguards to maintain effective odor removal, air conditioning, humidification, heating, critical air quality and clinical parameters required for patient care and the safety of all occupants, and emergency procedures. The TYPE, GROUP and LOCATION of the work determines when and to what extent construction risk measures applies to the work performed by the Contractor.

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ARTICLE H.75.10. MOTOR VEHICLE AND PARKING REGULATIONS

a. All persons driving motor vehicles on the NIH Reservation in connection with contractor business, including the driving of employees' personal vehicles, shall abide by the Conduct of Persons and Traffic on Certain Federal Enclaves, dated July 21, 1980, as a condition of being permitted to enter the Reservation and as part of the contract.

b. When contractor trucks are to be parked for loading or unloading materials for a period longer than just a routine delivery, approval must be obtained from the Contracting Officer Representative (COR) who will notify the NIH Police Section. During the course of a construction job, as space needed for truck parking changes, the Contractor shall inform the COR who will clear the need through the NIH Police Section.

c. Vehicles operated over reservation roads in connection with contract work shall be loaded so as to minimize spillage of dirt, gravel, and other debris. The Contractor shall remove inadvertent spillage of nails, construction materials, scrap, etc., immediately. Dirt and gravel spillages or accumulations shall be removed as soon as practicable and as satisfactory to the COR, but in every case it shall be removed no later than the end of each workday.

d. The driver of any vehicle involved in an accident on the NIH Reservation shall stop and render aid as required. The accident shall be reported as soon as possible in person or by telephone to the NIH Police Section. Drivers of the vehicles involved shall remain until released, and shall furnish such reports of the accident as required.

e. When closing of roads or lots is necessary for a contractor to perform work, notify the COR at least fourteen (14) calendar days in advance, so that the action may be cleared through the NIH Police Section. Once approval is granted, contractors shall provide their own barricades and cones and block off the area.

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ARTICLE H.75.11. PARKING REGULATIONS

Parking Policy for Construction Personnel and Miscellaneous Contract Service Vehicles at the National Institutes of Health (NIH) Bethesda, Maryland Campus.

The purpose of this clause is to establish clear directives for parking of Construction/Contract service vehicles and their personnel.
Construction/Contract service categories have been established to identify policies specific to individual user groups.

Category 1 - General Labor

All Category 1 parking will be located off-site
The NIH shall require that contractors for projects in excess of $10 million (construction contract award amount) provide off-site parking and shuttle service for their workers for the duration of their project. This cost shall be borne by the contractor.

Construction workers are strictly prohibited from parking their personal vehicles on the NIH campus including visitor parking areas between the hours of 7:00 a.m. and 7:00 p.m. Construction workers may park in the general employee parking: i) outside this time period, ii) during federal holidays, and iii) on weekends.

Category 2 - Specialty Contractors

Includes smaller job contractors who work out of their vehicles for projects of short duration and no staging area is provided. (This would include elevator contractors, plumbing contractors, etc.).

Specialty contractors shall use paid visitor lots. This cost shall be borne by the contractor.

When it is essential that the specialty contractor's vehicle be in close proximity to the work area, the contractor may request special exception through the Contracting Officer Representative (COR). The COR will notify the Division of Public Safety for specific instructions.

Category 3 - Contractors with Approved Staging Areas

Includes contractors with approved staging areas. This would include general contractors as well as their subcontractors.

Properly marked company vehicles and equipment required in the performance of their project shall be permitted to park within their approved staging areas. Personal vehicles are prohibited from parking within the staging areas.

Category 4 - Full Time CQM/A&E/Consultants for Design and Construction Activity

Properly marked company vehicles required as part of their work shall be permitted to park within their approved staging areas. Personal vehicles are prohibited from parking within the staging areas.

Personnel in a continuing role on construction sites may be provided parking permits in accordance with NIH parking policies by request through their COR.

Off-site CQM/consultant personnel shall use paid visitor parking areas.

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ARTICLE H.75.12. PARKING MITIGATION PLAN

PROJECT TRAFFIC / PARKING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section defines parking requirements and responsibilities for all parties involved in the performance of the work, and includes the following types of provisions:
    1. On Campus parking
    2. Project Site parking
    3. Satellite parking

4. Shuttle service to the NIH campus
5. Parking monitoring/enforcement

B. This Section includes the requirements for providing the following documentation as part of the Project Traffic / Parking Mitigation Plan:
   1. List of all management personnel working full time on site for the Prime Contractor.
   2. Site Plan identifying available parking on the Project Site and staging areas for construction vehicles and materials.
   3. Number of workers requiring parking; not including personnel identified in item B.1.
   4. Identification of Satellite Parking facilities.
   5. Identification of means to transport workers to project site.
   6. Identification of enforcement procedures.

C. Related Sections: This specification section is related to any and all specification sections with explicit or implicit reference to construction progress documentation. Specific submittal requirements of these related specification sections are not included in this section. Related sections include but are not limited to the following specification sections:
   1. Section 00700 General Conditions - AIA document A201-1997
   2. Section 00800 Supplemental Conditions
   3. Division 1 Section "Submittal Procedures"
   4. Division 1 Section "Reference Standards and Definitions"
   5. Division 1 Section "Temporary Facilities and Controls"

1.3 DEFINITIONS

A. NIH Campus: NIH main campus in Bethesda, Maryland (boundaries to be determined, is it applicable to other campuses…Poolsville, RML, etc)

B. NIH Parking Policy: All full time, management staff of the Prime Contractor shall be provided either On Campus Parking or Project Site Parking at no cost to the Prime Contractor. All Subcontractors must park in Satellite Parking facilities as provided by the Prime Contractor. Costs for providing the Satellite Parking, shuttle service, enforcement, management and evaluation of the parking plan shall be included in cost of the work.

C. On Campus Parking; Parking located on the NIH Campus, either in NIH parking lots/structured parking facilities or on the Project Site.

D. Owner: Either the NIH and/or NIH's Contractor (General Contractor, Construction Quality Manager, Architect/Engineer, etc.).

E. Prime Contractor: The entity that has executed the contract with the owner.

F. Project Site Parking: Parking located within the Limits of Disturbance as defined by the approved Site Plan or MDE Soil Erosion, Sediment Control Plan.

G. Satellite Parking: Parking not located within the NIH Campus or in neighborhoods adjoining the NIH Campus.

H. Shuttle Service: Transportation service provided by responsible contractor from Satellite Parking to the Project Site. Examples include bus service and public transportation.

I. Public Transportation: Any mode of transportation service offered by local and state authorities. (Examples: WMATA, Montgomery County Bus Service)

J. Subcontractor: Any Contractor that is not a Prime Contractor.

PART 2 - PRODUCTS

2.1 PROJECT TRAFFIC / PARKING MITIGATION PLAN

A. Prime Contractor shall prepare and submit to the Contracting Officer Representative (COR) for approval a Parking Plan showing the measures to control and manage parking of its personnel including but not limited to management personnel, construction labor and subcontractor personnel during the performance of the work. The Parking Plan shall contain the information and be presented in the format shown in Attachment 1 at the end of this section.
    1. Be in the form of a written report.
    2. Identify all management personnel working full time on site for the Prime Contractor.
    3. Identify the number of subcontractor vehicles requiring parking. The description shall provide the maximum number of parking spaces required for each six month period for the project duration.
    4. Identify Satellite parking locations, their distance from the NIH Campus and time required to travel to the NIH Campus.
    5. Identify if the Satellite parking facility requires additional fees for parking after hours, weekends or holidays. Such costs shall be included in cost of the work.
    6. Identify the Shuttle service to be used along with the means to transport subcontractors to their vehicles in the case of weekend/holiday work, personal emergencies, a project emergency or unscheduled overtime to maintain project schedule and project quality. The Plan shall also include the time frames the shuttle service will be regularly operating as well as for atypical occurrences.
    7. Identify the means the Prime Contractor shall use to monitor/enforce the Subcontractors commitment to utilizing Satellite Parking.
    8. Identify the number of subcontractors utilizing public transportation.
    9. Provide a means for evaluating the Plan at the end of each project. Such evaluation shall be provided to the NIH with the Project Close-out documents.
    10. Identify means to communicate the Plan to Subcontractors: Contracts, training, handouts, etc.
    11. Identify total cost of parking for the contract duration.

PART 3 - EXECUTION

3.1 PROJECT TRAFFIC / PARKING MITIGATION PLAN

A. Parking Officer: Designated member of Prime Contractors team that will be responsible for writing and implementing Parking Plan.

1. Submission of the plan: The plan shall be submitted and approved prior to site mobilization. On campus parking permits will not be provided until plan is approved in its entirety.
2. Meetings: The Parking Officer shall provide a parking update at the regularly scheduled Project Meeting.

B. Contractor's Parking Plan update: At six month intervals, Prime Contractor shall update Parking Plan to reflect the actual number of subcontractors using satellite parking, public transportation as well as report occurrences of parking not consistent with the Parking Plan.

C. Distribution: Distribute copies of the Parking Plan to (to be determined)
   1. When revisions are made, distribute updated plans to the same parties.

3.2 COORDINATION

A. Coordinate Project Traffic / Parking Mitigation Plan with information provided by Owner.

B. Coordinate Project Traffic / Parking Mitigation Plan with the project Site logistics plan and the project Site Selection Plan.

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ARTICLE H.75.13. DESIGNATED CONSTRUCTION TRAFFIC ROUTE

The designated construction traffic truck route for this contract will be determined on a task order basis.

The requirement for truck inspection stations will be addressed on a task order basis.

The NIH will provide the truck inspection security guards.

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ARTICLE H.75.14. SANITATION AND FOOD SERVICES

a. Contractors shall maintain their working areas free from food debris and wrappers. Contractors shall provide covered trash containers in the number and type approved by the NIH Sanitarian, and shall be responsible for the sanitary collection and prompt removal of trash in these containers from the NIH grounds.

b. All temporary toilets used by the Contractor must be approved as to number, location, and construction by the NIH Sanitarian. The Contractor will make arrangements to secure this approval with the Contracting Officer Representative (COR).

c. The NIH Sanitarian will periodically inspect the site for the presence of insects and rodents. If a significant problem related to contractor activities is found, NIH authorities will institute action to

eradicate the infestation, backcharging the Contractor for this service.

d. No food or drinks are allowed within the building.

e. Contractor's food service facilities must meet all local food service ordinances and be approved by the NIH Sanitarian before operating. The facilities must be open for inspection by the NIH Sanitarian at all times. The Contractor shall arrange for approval through the COR.

f. The government will provide catered food services under a separate contract. General contractor is to coordinate locations and time schedules.

g. The project construction site will not permit construction contractor personnel overall access to the campus, but to the assigned work area only. The construction contractor personnel assigned to this project will not be permitted access to NIH cafeterias.

   The Office of Research Services, Division of Amenities and Transportation Services (DATS), will provide the name and associated contact information regarding the qualified mobile food vendor that will be permitted access to the construction site that can be used by the CMc or General Contractor to provide mobile food vending to the project site.

The construction contractor is not permitted to use the mobile food services of any other company other than that provided to DATS by the Maryland Business Enterprise Program for the Blind (MBEPB) as a result of the associated requirements within the Randolph-Sheppard Act as promulgated.
The contractor shall establish the times that the mobile food vendor is to be on-site and coordinate and provide the locations on site; directly with the vendor from MBEPB.

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ARTICLE H.75.15. DOCUMENT CONTROL

The Contractor shall assume responsibility for and maintain records of distribution of all drawings, specifications and other project information. Such information shall be distributed only to those specifically with a need for them to accomplish the Work.

Certain documents may be marked as "Sensitive Unclassified - For Official Use Only" or "Law Enforcement Sensitive", hereinafter called "sensitive" information which may include drawings, sketches, digital photographs, exposed negatives, video, written descriptions of work requirements, and similar information. Return such information promptly to Contracting Officer Representative (COR) upon request, including any copies.

Store all Project Information in file cabinets locked during non-business hours. Store "Sensitive" documents in separate containers with access restricted to those with a specific need for use of the information.

Reproduction of documents shall be kept at the minimum needed to accomplish the Work, and all

copies shall be numbered and recipients recorded. "Sensitive" documents shall be returned to the NIH COR when no longer needed, and the NIH will arrange for their proper disposal.

Limit dissemination of sensitive information on need-to-know basis.

Any proposed deviations from these requirements must be submitted to the COR for review. Approval may or may not be granted. Do not allow removal/transmission of such information from Project Site without prior written approval by COR.

"Sensitive" documents shall be transmitted using U.S. Postal Service or any commercial services that permit delivery only after receiving signature.

All paper waste and electronic media such as diskettes and CDS of "Sensitive" documents shall be shredded or otherwise destroyed in a manner acceptable to the NIH.

Notification and Reporting: Notify both the COR and the Construction Security Manager immediately when known or suspected loss/compromise of "sensitive" information or other documents, notes, drawings, sketches, reports, photographs, exposed films, or similar information has occurred which may affect the security interests of the NIH. Extend this requirement to employees and other personnel working on behalf of Contractor, and expand the responsibility to include prompt reporting of security issues, including observed efforts by unauthorized persons to gain access to sensitive information.

The Contractor and each sub-contractor or other entity involved in the Contract shall submit an electronic security memorandum describing the approach to meeting the above goals and maintaining confidentiality of Contract files The memorandum shall describe security within the Project, including any intrusion prevention and detection methodology.

The Contractor shall not proceed without NIH's written approval of the memorandum.

Any requests for exceptions from these requirements shall be submitted in writing to the COR for review. No entity or person shall proceed with such exception without written approval by the NIH.

Electronic Document Security

All Electronic files shall be stored in specified location following NIH standards and procedures using an Engineering Document Management Software (EDMS).

Each Project shall have a registry file, listing the project team with their contact information, drawing list, and Revision index stored in the same location of the other project documents.

Security, access and maintenance of all project engineering drawings and related documents, both scanned and electronic, shall be performed and tracked through the EDMS system.

All documents shall be distributed among team members, including A/E, DM, CM, and their sub-contractors with approval and knowledge of the NIH COR.

Three principles shall always be followed in providing information:

1. Only give the information to those that have a need to know
2. Keep records of who received the information
3. Safeguard the information during use.

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ARTICLE H.75.16. COMMUNICATIONS

Use of telephone or facsimile for communications will not be restricted except that these means shall not be used for "Sensitive" information.

"Sensitive" information, including drawings and other documents may be attached to electronic mail. However, the commercially available encryption software must be approved in advance for use by the NIH and must be compatible with Microsoft Outlook.

If computer area networks are used for performing administrative or technical work, electronic partitions must be installed to limit access by unauthorized personnel Contract to electronic files. Electronic files shall be organized to allow complete purging of Contract files at the conclusion of the Work.

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ARTICLE H.76. WORK BY THE GOVERNMENT

a. The Government reserves the right to undertake performance by Government forces or other Contractors, the same type or similar work as contracted for herein, as the Government deems necessary or desirable, and to do so will not breach or otherwise violate this contract.
    1. General. The Government has awarded and will award other contracts for specialized work, which is outside the scope of this contract or outside the scope of awarded options. These contracts will involve additional work at or near the site of the work under this contract. The contractor shall carefully adapt its schedule and performance of work under this contract to accommodate the work of the Other Government Contractors (OGC's), and shall take coordinating direction from the Contracting Officer. The OGCs will be placed under similar contracting conditions regarding coordination. The Contractor shall make every reasonable effort to avoid interference with the performance of work by the OGCs, as scheduled by the OGCs or by the Government.

    2. Critical Path Method (CPM) Schedule Inclusion. The Contractor's CPM Schedule shall include all OGC activities as indicated by the Contracting Officer.

    3. Notification of Defective Work. If any part of the Contractor's work is dependent upon the completion of work by OGCs, the Contractor shall inspect such work and promptly report to the Contracting Officer in writing any apparent defects or deficiencies in such work that would render it unacceptable or prevent the Contractor from fulfilling his requirements to deliver a quality product in compliance with the Contractor's CPM schedule. Failure to perform such inspection of dependent OGC work, prior to Contractor commencement or continuance of Contractor follow upon work would constitute an acceptance by the Contractor of work by other Contractors, as being fit and proper for integration with work under this contract, except for those defects and deficiencies in the work by other Contractors which are latent or otherwise were not discoverable by reasonable inspection.

    4. Notification of Obstructive conditions. If any part of the Contractor's work is impeded by unscheduled occupation or obstruction of Contractor work areas by OGCs, the Contractor

shall promptly report such conditions in writing to the Contracting Officer.

5. Preparation of and access to OGC Worksites. The Contractor shall be responsible to make ready applicable areas to allow for scheduled activities by each of the OGCs in accordance with the project schedule.

6. Notification of Scheduling Conflicts. If the Contractor becomes aware of potential scheduling conflicts with activities by OGCs, the Contractor shall promptly notify the Contracting Officer in writing.

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****(FOR USE BY ORF ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR A/E, CONSTRUCTION, CQM SERVICES, DESIGN-BUILD, AND FACILITIES SERVICES.)****

ARTICLE H.76.1. SUPPORT OF NIH REPLACED, RENOVATED, IMPROVED EQUIPMENT OR FACILITIES

Within the term of this contract, NIH may replace, renovate, or improve equipment, systems, facilities, components, and fixtures by means not associated with this contract. The Contractor shall provide Task Order maintenance support for replaced, renovated, improved, and repaired systems facilities, components, and fixtures in the same manner as would be performed for existing systems, facilities, components, and fixtures.

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****(FOR USE BY ORF ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR A/E, CONSTRUCTION, CQM SERVICES, DESIGN-BUILD, AND FACILITIES SERVICES.)****

ARTICLE H.76.2. EQUIPMENT DEVIATIONS

Equipment deviations of greater or larger power, dimensions, capacity, and ratings may be furnished provided such proposed equipment is approved in writing by the Contracting Officer Representative (COR); and, feeders, circuit breakers, conduit, motors, bases, structural support, and equipment spaces are increased by the contractor and other adjustments required to accommodate proper installment and use are made by the Contractor at no additional cost to the Government.

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****(FOR USE BY ORF ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR A/E, CONSTRUCTION, CQM SERVICES, DESIGN-BUILD, AND FACILITIES SERVICES.)****

ARTICLE H.77. PERFORMANCE REQUIREMENTS

Personnel operating heavy equipment shall have appropriate training and experience with the specific equipment they operate, and shall operate the equipment in a proper and safe manner. Personnel shall be certificated and/or licensed for equipment operation where required by Maryland State Statutes.

Every Contractor employee entering the NIHAC Poolesville Monkey Field Habitat shall have a TB Certificate indicating a TB test with a negative result was conducted on the individual within the previous twelve (12) months. No Contractor employee shall enter the Monkey Habitat without an active certificate or with an expired certificate.

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****(FOR USE BY ORF ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR A/E, CONSTRUCTION, CQM SERVICES, DESIGN-BUILD, AND FACILITIES SERVICES.)****

ARTICLE H.77.1. EQUIPMENT AND FIXTURE REPLACEMENT REQUIREMENT

When the Contractor completes work on a facility, system, or piece of equipment, that facility, or equipment shall be free of missing components or defects that would prevent it from functioning as originally intended and/or designed.

Corrective or repair and/or replacement work shall include operational checks and cleanup of the job site. When equipment and/or fixtures are replaced or repaired the contractor shall perform specific inspections, procedures, and preservation required by the manufacturer and shall verify all systems and components are operating as designed. Except where approved by the Contracting Officer Representative (COR), replacements shall match the existing in dimensions, finish, color, and design.

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****(FOR USE BY ORF ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR A/E, CONSTRUCTION, CQM SERVICES, DESIGN-BUILD, AND FACILITIES SERVICES.)****

ARTICLE H.77.2. COMPLYING WITH STANDARDS

The Contractor shall meet workmanship standards specified herein and shall perform work in accordance with approved and accepted industry standards; equipment manufacturers' standards; local, state, and federal standards; and applicable building and safety standards. The Contractor shall perform work in a neat and workmanlike manner readily and easily accessible for operation, maintenance, and repair. The Contractor shall perform work and install equipment in accordance with manufacturer's instructions and recommendations. The Contractor shall provide necessary access panels in walls and ceilings for access to equipment.

Applicable standards include, but not limited to:

- American Institutes of Architects (AIA)
- American National Standards Institute (ANSI)
- American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)
- American Society of Mechanical Engineers (ASME)
- American Society of Safety Engineers (ASSE)
- American Society for Testing and Materials (ASTM)
- American Water Works Association (AWWA)
- Americans with Disabilities Act (ADA)
- Association for Assessment and Accreditation of Laboratory Animal Care (AALAC)
- Illumination Engineering Society (IES)
- Institute of Electrical and Electronic Engineers (IEEE)
- International Electrical Testing Association (NETA)
- Joint Commission for the Accreditation of Healthcare Organizations (JCAHO)
- National Electrical Manufacturers Association

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD, AND FACILITIES SERVICES. **Note:** *This item is a heading only* .)****

ARTICLE H.78. CONTRACTOR FURNISHED ITEMS

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**** (FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD, AND FACILITIES SERVICES.)****

ARTICLE H.78.1. CONTRACTOR MACHINERY AND STORAGE

a. The Contractor shall have sufficient (quantity and type) machinery, and tools to perform the work specified herein. All machinery, equipment, and tools shall be in good, safe, and efficient working order.
b. Any equipment allowed by the Contracting Officer Representative (COR) to be stored or to remain overnight on NIH property shall be kept only in designated areas and shall be the Contractor's total responsibility. The Government will not accept responsibility for loss or damage to any property of the Contractor.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD, AND FACILITIES SERVICES.)****

ARTICLE H.78.2. VEHICLES

All Contractor and Sub-contractor vehicles including but not limited to trucks, tractors, and trailers shall be well maintained, and shall clearly display the company name, address, telephone number.

a. Motor vehicles and trailers shall have and display valid license plates.
b. There are no fueling facilities on either campus. Bulk gasoline storage containers over five (5) gallons are not permitted.
c. Under no circumstances shall Contractor employees work, service, or clean their private or work vehicles on either the NIH or NIHAC campuses.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD, AND FACILITIES SERVICES.)****

ARTICLE H.78.3. FURNISHED PARTS AND INDUSTRIAL CODES

The Contractor shall provide new or factory reconditioned parts and components when providing maintenance, repair, and alteration services as described herein. Lack of availability of parts, material, or equipment will not relieve the Contractor from the requirement to complete work within the time limits and quality standards stated herein. All replacement units, parts, components and materials to be used in the maintenance, repair, and alteration of facilities and equipment shall be compatible with the existing equipment on which it is to be used, shall be of equal or better quality than original equipment specifications, shall comply with all applicable Government, commercial, or industrial standards and regulations.

All parts shall be used in accordance with original design and manufacture intent, and shall be of acceptable industrial grade and quality. If the original manufacturer has updated the quality of parts for current production, parts supplied under this contract shall equal to or exceed the updated quality.

The Contractor shall provide copies of all applicable manufacturer operation and maintenance (O&M) manuals, pamphlets, and any other documentation related to the products provided.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD, AND FACILITIES SERVICES.)****

ARTICLE H.78.4. CARE AND PROTECTION OF MATERIALS AND EQUIPMENT

The Contractor shall protect and store material and equipment in such a manner as to effectively prevent damage from climatic and work conditions. The Contractor shall cover the ends of all ducts and pipes during work. The Contractor shall coordinate storage locations with the Contracting Officer Representative (COR).

If the Contractor is unsure as to the disposition of any portion of the materials, with regards to the Task Order, the Contractor must request clarification from the COR prior to removal. In the event that the contractor removes material and equipment not intended for removal, the Contractor shall replace those materials and equipment in a similar condition prior to removal at no cost to NIH.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD, AND FACILITIES SERVICES.)****

ARTICLE H.79. PARTNERING

a. The NIH encourages a partnering relationship with the Contractor and its Subcontractors. This relationship will draw on the strengths of each organization to identify and achieve common goals and objectives of efficient and effective contract performance and to facilitate on-time, within budget completion of projects in accordance with contract plans and specifications.

   The guiding principles of partnering are:

   Identification and Elimination of Barriers
   Continuous Process Improvement
   Mutual Respect
   Open Communications

   An integral part of the partnering concept is resolution of disputes in a timely, professional and non-adversarial manner. Alternative Dispute Resolution (ADR) methodologies are encouraged in place of more formal dispute resolution procedures.

b. In order to effectively accomplish this project, a partnering provision is included for implementation with the selected Contractor. Partnering is a concept of contract execution and management, which strives to draw on the strengths of both the NIH and the Contractor in an effort to achieve:

1. A quality project done right the first time.
2. Budget control and on-time scheduling in accordance with plans and specifications.

The NIH intends that its relationship with the Contractor will be one of mutual cooperation and benefit. To implement this partnership initiative, the Contractor's key project staff and NIH representatives will attend a one to two-day partnership development and team-building workshop within thirty calendar days after the Contractor has mobilized its workforce on site at NIH. The Contractor and the NIH will hold follow-up workshops periodically throughout the duration of the contract as agreed upon.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION, CQM SERVICES, DESIGN-BUILD, AND FACILITIES SERVICES.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

- Replace or Edit this item IF other quality control systems are required other than what is indicated below.)****

ARTICLE H.80. CONTRACTOR QUALITY CONTROL (CQC) PROGRAM

a. The Contractor shall establish and maintain a CQC Program that supports the intent of the ISO 9001 standards and the ORF/AECCB Quality System Manual. The Contractor will incorporate these quality system components in its CQC Program to the maximum extent possible to ensure that annual audits of ORF/AECCB Quality Systems by ISO9001 auditors result in re-certification status.

b. A general description of the Contractor's CQC Program shall be available for NIH review during the pre-award survey. Two copies of the complete CQC Program shall be provided to the Contracting Officer for review and approval within thirty days after award of master contract and as changes are made thereafter. The program shall include:

    1. A quality control inspection system covering all contract services. It must specify areas to be inspected on either a scheduled or unscheduled basis and how inspections are to be conducted.
    2. The name(s) and qualifications of the individual(s) tasked to perform the quality control inspections, and the extent of their authority.
    3. A method for identifying deficiencies in the quality of services performed and taking corrective action before the level of performance becomes mandatory.

c. A file of all Quality Control Inspections, Inspection results, and corrective actions required, shall be maintained by the Contractor throughout the term of this contract. This file shall be the property of the NIH and shall be made available to the Contracting Officer within one hour of request. The file shall be turned over to the Contracting Officer within five days after completion and prior to final payment.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR DESIGN-BUILD REQUIREMENTS ONLY.)****

ARTICLE H.81. DESIGN BUILD CONTRACT - ORDER OF PRECEDENCE

a. The contract includes the standard contract clauses and schedules current at the time of award. It also entails: (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any amendments during proposal evaluation and selection, and (2) the successful Offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any ways bears upon the terms of that agreement.

b. In the event of conflict or inconsistency between any of the provisions of the various portions of this contract, precedence shall be given in the following order:
    1. Betterments: Any portions of the Offeror's proposal which both meet and exceed the provisions of the solicitation.
    2. The provisions of the solicitation. (See also FAR Clause 52.236-21, Specifications and Drawings for Construction.)
    3. All other provisions of the accepted proposal.
    4. Any design products, including but not limited to plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN

a. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting
from the design error or omission.

b. Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

c. The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

d. If the Contractor is comprised of more than one legal entity shall be jointly and severally liable there under.

SEQUENCE OF DESIGN-CONSTRUCTION

a. After receipt of the Contract Award the Contractor shall initiate design, comply with all design submission requirements and obtain Government review of each submission. No construction may be started, until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

b. If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

c. No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

SEQUENCE OF DESIGN - CONSTRUCTION (FAST TRACK)

a. After receipt of the Contract Award the Contractor shall initiate design, comply with all design submissions requirements and obtain Government review of each submission. The contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for purposes of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.

b. If the Government allows the Contractor to proceed with the construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

c. No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the Government.

CONSTRUCTOR'S ROLE DURING DESIGN

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation

drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

PRECONSTRUCTION CONFERENCE . (FAR 36.305)

a. A preconstruction conference will be arranged by the contracting officer after award of contract and before commencement of work. The contracting officer or designated representative will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters.

b. The Contractor shall bring to this conference, in completed form, a Certificate of Insurance, plus the following items in either completed or draft form:

   Accident Prevention Plan (5 copies)
   Quality Control Plan (5 copies)
   Letter Appointing Superintendent
   Transmittal Register
   Power of Attorney and Certified Copy of Resolution
   Network Analysis System, when applicable
   List of Subcontractors

c. A letter of record will be written documenting all items discussed at the conference, and a copy will be furnished by the contracting officer to all in attendance.

PAYMENT FOR DESIGN UNDER FIXED-PRICE DESIGN-BUILD CONTRACTS

a. The contracting Officer may approve progress payments for work performed during the project design phase up to the maximum amount of four (4) percent of the contract price.

b. Contractor invoices for payment must be accompanied by satisfactory documentation supporting the amounts for which payments are requested. Progress payments approved by the contracting officer during the project design phase in no way constitute an acceptance of functional and aesthetic design elements nor acceptance of a final settlement amount in the event of a buy-out nor a waiver of any contractual requirements.

UNSCHEDULED JOBSITE SHUTDOWNS

Due to security reasons during the life of this contract the government may on an unscheduled basis ask the contractor to shutdown their jobsite for 2 days per year.

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****(FOR ORF USE ONLY: USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) REQUIREMENTS ONLY.)****

ARTICLE H.82. EMERGENCY TASK ORDER PROCEDURES

Emergency work is defined as work of such an unusual or compelling nature that the NIH would suffer serious or irreparable damage if the work is not completed immediately. The Government reserves the right to award an emergency Task Order to any IDIQ contract holder related to this IDIQ.

Emergency work is received by the Government Call Center through the MS2000 system. The Contracting Officer Representative (COR) notifies the Contractor telephonically of the nature and the location of the emergency; and, the Contractor, upon receipt of a Contracting Officer's verbal or written Notice to Proceed (NTP) shall mobilize without delay in response to such calls be on-site and ready to commence work at the designated time arranged by the COR.

Where the Contract is specifically directed to perform designated emergency work, the Contractor shall be entitled to add a surcharge to his standard (non-premium time) labor rates when work is performed outside of regular work hours. For emergency work outside normal work hours, the Contractor shall use the fixed labor rates for Evening/Weekend work as identified in the Fixed Labor Rate tables in Section B of the contract.

The COR will accompany the Contractor to inspect finished emergency Task Order work upon notification by the Contractor that work is complete before the Contractor is released.

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**** (NCI APPROVED PROVISION: USE TO PROTECT INTELLECTUAL PROPERTY FOR ALL SOLICITATIONS AND CONTRACTS INVOLVING THE RAPID ACCESS TO INTERVENTION DEVELOPMENT (RAID) PROGRAM. **Note:** *This must be in place prior to filing an IND* .) ****

ARTICLE H.83. INTELLECTUAL PROPERTY OPTION TO COLLABORATOR

NCI may collaborate with an outside investigator who has proprietary rights to compounds which may be assigned under this contract. This collaborator will be identified by the Contracting Officer's Representative (COR) at the time of assignment and in this case, the following option regarding Intellectual Property Rights will be applicable.

Contractor agrees to promptly notify the NCI and "Collaborator" in writing of any inventions, discoveries or innovations made by the Contractor's principal investigator or any other employees or agents of the Contractor, whether patentable or not, which are conceived and/or first actually reduced to practice in the performance of this study using Collaborator's Study Agent (hereinafter "Contractor Inventions").

Contractor agrees to grant to Collaborator: (1) a paid-up nonexclusive, nontransferable, royalty-free, world-wide license to all Contractor Inventions for research purposes only; and (2) a time-limited first option to negotiate an exclusive world-wide royalty-bearing license for all commercial purposes, including the right to grant sub-licenses, to all Contractor Inventions on terms to be negotiated in good faith by Collaborator and Contractor. Collaborator shall notify Contractor, in writing, of its interest in obtaining an exclusive license to any Contractor Invention within six (6) months of Collaborator's receipt of notice of such Contractor Invention(s). In the event that Collaborator fails to so notify Contractor or elects not to obtain an exclusive license, then Collaborator's option shall expire with respect to that Contractor Invention, and Contractor will be free to dispose of its interests in such Contractor Invention in accordance with its own policies. If Contractor and Collaborator fail to reach

agreement within ninety (90) days, (or such additional period as Collaborator and Contractor may agree) on the terms for an exclusive license for a particular Contractor Invention, then for a period of six (6) months thereafter, Contractor shall not offer to license the Contractor Invention to any third party on materially better terms than those last offered to Collaborator without first offering such terms to Collaborator, in which case Collaborator shall have a period of thirty (30) days in which to accept or reject the offer.

Contractor agrees that notwithstanding anything herein to the contrary, any inventions, discoveries or innovations, whether patentable or not, which are not Subject Inventions as defined in 35 U.S.C. 201(e),* arising out of any unauthorized use of the Collaborator's Study Agent shall be the property of the Collaborator (hereinafter "Collaborator Inventions"). Contractor will promptly notify the Collaborator in writing of any such Collaborator Inventions and, at Collaborator's request and expense, Contractor will cause to be assigned to Collaborator all right, title and interest in an to any such Collaborator Inventions and provide Collaborator with reasonable assistance to obtain patents (including causing the execution of any invention assignment or other documents). Contractor may also be conducting other more basic research using Study Agent under the authority of a separate Material Transfer Agreement (MTA), or other such agreement with the Collaborator. Inventions arising thereunder shall be subject to the terms of the MTA, and not to this clause.

*35 U.S.C. 201(e): The term "subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under a funding agreement: Provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d)(FOOTNOTE 1) of the Plant Variety Protection Act (7 U.S.C. 2401(d)) must also occur during the period of contract performance.

Protection of Proprietary Data

Data generated using an investigational agent proprietary to a Collaborator will be kept confidential and shared only with the NCI and the Collaborator. The Contractor retains the right to publish research results subject to the terms of this contract.

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****(USE BELOW IN R&D AND NON-R&D SOLICITATIONS AND CONTRACTS THAT INVOLVE BIOMEDICAL RESOURCES SUCH AS A REPOSITORY, STORAGE FACILITY OF MATERIALS, OR TRANSFER OF HUMAN MATERIALS.)****

ARTICLE H.84. OBTAINING AND DISSEMINATING BIOMEDICAL RESEARCH RESOURCES

Unique research resources arising from NIH-funded research are to be shared with the scientific research community. NIH provides guidance, entitled, "Principles and Guidelines for Recipients of NIH Research Grants and Contracts on Obtaining and Disseminating Biomedical Research Resources: Final Notice," (Federal Register Notice, December 23, 1999 [64 FR 72090]), concerning the appropriate terms for disseminating and acquiring these research resources. This guidance, found at: http://www.gpo.gov/fdsys/pkg/FR-1999-12-23/pdf/99-33292.pdf is intended to help contractors ensure that the conditions they impose and accept on the transfer of research tools will facilitate further biomedical research, consistent with the requirements of the Bayh-Dole Act and NIH funding policy.

Note: For the purposes of this Article, the terms, "research tools", "research materials", and "research resources" are used interchangeably and have the same meaning.

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****(ADD THE FOLLOWING PARAGRAPH BELOW FOR CONTRACTS THAT INVOLVE BIOMEDICAL RESEARCH OF MODEL ORGANISMS.

ADDITIONAL INFORMATION TO COMPLETE THIS ARTICLE:

- Select the sentence to be used in the contract within the brackets below. Make sure to delete the sentence you will not be using.)****

a. Sharing of Model Organisms for Biomedical Research

[The plan for sharing model organisms submitted by the Contractor is acceptable/The Contractor's plan for sharing model organisms, dated _____, is hereby incorporated by reference.] The Contractor agrees to adhere to its plan and shall request prior approval of the Contracting Officer for any changes in its plan

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****(FOR NCI USE: ADD THE FOLLOWING PARAGRAPH, BELOW, FOR CONTRACTS THAT INVOLVE THE TRANSFER OF HUMAN MATERIALS FROM INTRAMURAL LABORATORIES FOR RESEARCH.)****

b. Transfer of Human Materials

All human materials transferred to the contractor under this contract for the purposes of research shall be accomplished in accordance with the Policy entitled, "Policy for the Transfer of Materials from NIH Intramural Laboratories," located at: http://www.ott.nih.gov/mta-policy.

The contractor shall coordinate with the **NCI Technology Transfer Center** (see http://ttc.nci.nih.gov) [or the contracting officer will insert name and contact information of the appropriate TDC] to determine the specific terms and conditions for the human materials to be transferred. Generally, the Government and Contractor will enter into Material Transfer Agreement which stipulates the specific terms and conditions relating to the materials being transferred.

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****(USE BELOW FOR CONTRACTS THAT REQUIRE A "DATA SHARING PLAN" FOR SHARING OF FINAL RESEARCH DATA.

ADDITIONAL INFORMATION TO COMPLETE THIS ARTICLE:

- **First Paragraph:** Select the appropriate sentence within the brackets below. Make sure to delete the sentence you will not be using.)****

ARTICLE H.85. SHARING RESEARCH DATA

[The data sharing plan submitted by the Contractor is acceptable/The Contractor's data sharing plan, dated _____ is hereby incorporated by reference.] The Contractor agrees to adhere to its plan and shall request prior approval of the Contracting Officer for any changes in its plan.

The NIH endorses the sharing of final research data to serve health. This contract is expected to generate research data that must be shared with the public and other researchers. NIH's data sharing policy may be found at the following Web site:

http://grants.nih.gov/grants/guide/notice-files/NOT-OD-03-032.html

NIH recognizes that data sharing may be complicated or limited, in some cases, by institutional policies, local IRB rules, as well as local, state and Federal laws and regulations, including the Privacy Rule (see HHS-published documentation on the Privacy Rule at http://www.hhs.gov/ocr/). The rights and privacy of people who participate in NIH-funded research must be protected at all times; thus, data intended for broader use should be free of identifiers that would permit linkages to individual research participants and variables that could lead to deductive disclosure of the identity of individual subjects.

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****(USE BELOW WHEN CONTRACT PERFORMANCE WILL INVOLVE POSSESSION, USE OR TRANSFER OF SELECT BIOLOGICAL AGENTS OR TOXINS. **Note:** *At this time, may only be applicable to NIAID projects* .)****

ARTICLE H.86. POSSESSION USE AND TRANSFER OF SELECT BIOLOGICAL AGENTS OR TOXINS

The work being conducted under this contract may involve the possession, use, or transfer of a select agent or toxin. The contractor shall not conduct work involving a Select Agent or Toxin under this contract until it and any associated subcontractor(s) comply with the following:

For prime or subcontract awards to ***domestic institutions*** that possess, use, and/or transfer a Select Agent or Toxin under this contract, the institution must comply with the provisions of 42 CFR part 73, 7 CFR part 331, and/or 9 CFR part 121 (http://www.selectagents.gov/Regulations.html) as required, before using NIH funds for work involving a *Select Agent or Toxin* . **No NIH funds can be used for research involving a *Select Agent or Toxin* at a domestic institution without a valid registration certificate.**

For prime or subcontract awards to ***foreign institutions*** that possess, use, and/or transfer a *Select Agent or Toxin* , before using NIH funds for any work directly involving a *Select Agent or Toxin* , the foreign institution must provide information satisfactory to the NIAID that safety, security, and training standards equivalent to those described in 42 CFR part 73, 7 CFR part 331, and/or 9 CFR part 121 are in place and will be administered on behalf of all *Select Agent or Toxin* work supported by these funds. The process for making this determination includes a site visit to the foreign laboratory facility by an NIAID representative. During this visit, the foreign institution must provide the following information: concise summaries of safety, security, and training plans; names of individuals at the foreign institution who will have access to the Select Agent or Toxin and procedures for ensuring that only approved and appropriate individuals, in accordance with institution procedures, will have access to the Select Agents or Toxins under the contract; and copies of or links to any applicable laws, regulations, policies, and procedures applicable to that institution for the safe and secure possession, use, and/or transfer of select agents. Site visits to foreign laboratories are conducted every three years after the initial review. **No NIH funds can be used for work involving a *Select Agent or Toxin* at a foreign institution without written approval from the Contracting Officer.**

Prior to conducting a restricted experiment with a Select Agent or Toxin under this contract or any associated subcontract, the contractor must discuss the experiment with the Contracting Officer's Representative (COR) and request and obtain written approval from the Contracting Officer. **Domestic institutions** must submit to the Contracting Officer written approval from the CDC to perform the proposed restricted experiment. **Foreign institutions** require review by a NIAID representative. The prime contractor must contact the COR and the NIAID Office of International Extramural Activities (OIEA) at mailto:niaidforeignawards@niaid.nih.gov for guidance on the process used by NIAID to review proposed restricted experiments. The NIAID website provides an overview of the review process at http://funding.niaid.nih.gov/researchfunding/sci/biod/pages/saconproc.aspx . The Contracting Officer will notify the prime contractor when the process is complete. **No NIH funds can be used for a restricted experiment with a Select Agent or Toxin at either a domestic or foreign institution without written approval from the Contracting Officer.**

Listings of HHS and USDA select agents and toxins, and overlap select agents or toxins as well as information about the registration process for domestic institutions, are available on the Select Agent Program Web site at http://www.selectagents.gov/ and http://www.selectagents.gov/Select%20Agents%20and%20Toxins%20List.html .

For foreign institutions, see the NIAID Select Agent Award information: (http://funding.niaid.nih.gov/researchfunding/sci/biod/pages/default.aspx).

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN CONTRACT PERFORMANCE WILL INVOLVE POSSESSION, USE OR TRANSFER OF A HIGHLY PATHOGENIC AGENT. **Note:** *At this time, may only be applicable to NIAID projects* .)****

ARTICLE H.87. HIGHLY PATHOGENIC AGENTS

The work being conducted under this contract may involve a *Highly Pathogenic Agent (HPA).* The NIAID defines an HPA as a pathogen that, under any circumstances, warrants a biocontainment safety level of BSL3 or higher according to either:

1. The current edition of the CDC/NIH Biosafety in Microbiological and Biomedical Laboratories (BMBL)(http://www.cdc.gov/biosafety/publications/index.htm under "Publications);
2. The Contractor's Institutional Biosafety Committee (IBC) or equivalent body; or
3. The Contractor's appropriate designated institutional biosafety official.

If there is ambiguity in the BMBL guidelines and/or there is disagreement among the BMBL, an IBC or equivalent body, or institutional biosafety official, the highest recommended containment level must be used.

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS IN WHICH THE POSSIBILITY OF A FEDERALLY FUNDED, IN WHOLE OR IN PART, MEETING, CONVENTION, CONFERENCE OR TRAINING SEMINAR EXISTS.)****

ARTICLE H.88. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (P.L. 101-391)

Pursuant to Public Law 101-391, no Federal funds may be used to sponsor or fund in whole or in part a meeting, convention, conference or training seminar that is conducted in, or that otherwise uses the

rooms, facilities, or services of a place of public accommodation that do not meet the requirements of the fire prevention and control guidelines as described in the Public Law. This restriction applies to public accommodations both foreign and domestic.

Public accommodations that meet the requirements can be accessed at: http://apps.usfa.fema.gov/hotel/ .

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****(USE BELOW, IN ALL SOLICITATIONS AND CONTRACTS FUNDED WITH APPROPRIATED BIO-DEFENSE FUNDS. **Note:** *At this time, may only be applicable to NIAID projects* .)****

ARTICLE H.89. PROHIBITION ON CONTRACTOR INVOLVEMENT WITH TERRORIST ACTIVITIES

The Contractor acknowledges that U.S. Executive Orders and Laws, including but not limited to E.O. 13224 and P.L. 107-56, prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and Laws. This clause must be included in all subcontracts issued under this contract.

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****(THE FOLLOWING ITEM IS FOR NIEHS USE ONLY. TO BE USED AT THE CONTRACTING OFFICER'S DISCRETION. **Note** *: The purpose of this clause is to adequately define the Government's level of control over records and data that are produced by the Contractor under the contract, but are defined as a deliverable under the terms of the contract, or are not yet in the Government's physical possession as defined as a deliverable under the terms of the contract* .)****

ARTICLE H.90. GOVERNMENT CONTROL OVER UNDELIVERED AND/OR UNPUBLISHED RECORDS AND DATA

a. As used in this clause, "records and data" means: (1) any handwritten, typed, or printed documents (including, but not limited to, memoranda, letters, writings, books, brochures, transcripts, minutes, electronic transmissions, study findings, laboratory note books, chromatograms, spectra, and maps); (2) documentary material in other forms (such as punchcards, magnetic or paper tapes, instrumentation cards, computer discs, electronically stored information, audio or video recordings, motion pictures, photographs, slides, microfilm, and microfiche); and, (3) biological samples and pathology materials (pathology slides, paraffin blocks, and wet tissues). Records and data may or may not constitute a specific deliverable defined under the terms of the contract.
b. The purpose of this clause is to define the Government's control over records and data that are produced by the Contractor under this contract, but are not defined as a deliverable under the terms of the contract, or are not yet in the Government's physical possession if a deliverable under the terms of the contract. This clause is designed to serve public policy by limiting the disclosure of certain records and data if disclosure is made at a time when such records and data remain unvalidated and unreliable (i.e. may not have undergone a quality control nor subsequent audit and inspection as part of a quality assurance process) and could thereby lead to erroneous conclusions which might threaten public health or safety.
c. The Government shall be deemed as having no control over, or direct ownership of records and data created or produced by the Contractor in the performance of this contract until such time as the records and data have been: (1) subjected to an acceptable method of quality control and quality assurance; (2) delivered to the Government or obtained by the Government under the

terms of this contract; (3) published in accordance with the terms of this contract; or (4) used by the Federal Government in developing an agency action that has the force and effect of law.

d. In the event of a contract termination, this clause does not relieve the Contractor of its obligations set forth elsewhere in this contract to transfer title and deliver to the Government work in process, completed work, supplies, and other material produced or acquired for the work terminated, or, the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

e. This clause shall have no effect on the Government's rights during the performance of the contract as specified elsewhere herein, including the Governments rights and abilities to request access to or be provided with such records and data for the purpose of conducting any inspections, examinations or audits as set forth in the contract.

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**** (USE BELOW IN ALL RFPs & CONTRACTS WITH EDUCATIONAL INSTITUTIONS.) ****

ARTICLE H.91. CONSTITUTION DAY

Each educational institution that receives Federal funds for a fiscal year shall hold an educational program on the United States Constitution on September 17 of such year for the students serviced by the educational institution in accordance with Public Law 108-447.

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****(INCLUDE BELOW IN ALL SOLICITATIONS AND CONTRACTS THAT INVOLVE LOGISTICAL SUPPORT SERVICES; OR ANY CONTRACT THAT INCLUDES THE CONDUCT OF A CONFERENCE OR MEETING, EVEN IF INCIDENTAL TO THE PERFORMANCE OF THE CONTRACT.

IMPORTANT INFORMATION ABOUT THIS ARTICLE:

- The Contracting Officer shall not authorize the contractor to conduct any conferences or meetings until the appropriate conference approval/waiver has been approved by the IC EO, NIH Director or HHS Deputy Secretary as applicable in accordance with the NIH Policy Memorandum Implementation Guidance of the HHS Efficient Spending Policy, dated June 15, 2012. See http://oamp.od.nih.gov under Efficient Spending Policy.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

- **3rd Paragraph:**
  - Complete the information in the Table for any conferences or meetings that have been approved at the time of award.
  - Remove this paragraph, including the Table, if conferences and/or meetings have not been approved at the time of award.)****

ARTICLE H.92. USE OF FUNDS FOR CONFERENCES, MEETINGS AND FOOD

The Contractor shall not use contract funds (direct or indirect) to conduct meetings or conferences in performance of this contract without prior written Contracting Officer approval.

In addition, the use of contract funds to purchase food for meals, light refreshments, or beverages is expressly prohibited.

The following conferences and/or meetings have been approved by the Contracting Officer and are hereby authorized under this contract:

Conference or Meeting Title	Conference or Meeting Location	Federal/NonFederal Space	Date of Conference	Not to Exceed Estimate Cost

		[ ] Federal [ ] NonFederal		
		[ ] Federal [ ] NonFederal		
		[ ] Federal [ ] NonFederal		
		[ ] Federal [ ] NonFederal		

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS IN WHICH A NON-FEDERAL ENTITY IS COSPONSORING WITH AN INSTITUTE/CENTER (IC) A SCIENTIFIC MEETING, CONFERENCE OR WORKSHOP AND REGISTRATION FEES ARE CHARGED AND COLLECTED. See Manual Chapter 6031, "Conference Support/Collection and Retention of Registration Fees," for additional information.)****

ARTICLE H.93. REGISTRATION FEES FOR CONFERENCES, WORKSHOPS AND MEETINGS

A Non-Federal entity co-sponsoring a conference with an Institute/Center (IC) under a contract may charge and collect a registration fee from all participants for the purpose of defraying its portion of the expenses of the conference. Under these circumstances, the Contractor shall document that the registration fees associated with the event are being charged, collected and used solely by the co-sponsor.

Whenever possible, the Contracting Officer, prior to each conference, shall provide the Contractor with uniform assumptions of the government's estimate of the registration fee offset to include in the costs estimate for the conference. This offset should be deducted by the Contractor from the total cost of the conference.

In addition, prior to each conference, the Contractor shall provide the following information and documentation to the Contracting Officer's Representative (COR) and Contracting Officer:

1. Co-sponsor's name
2. Conference name, location, dates, times
3. copy of the agenda
4. A completed 'Contractor Pre-Conference Expense Offset Worksheet" (Attachment provided in SECTION J).
5. After the conference is held, the Contractor shall submit a completed "Post-Conference Expense Offset Worksheet" (Attachment provided in SECTION J) to the COR and Contracting Officer.

The Contractor shall collect and maintain current and accurate accounting of collected conference fees and conference expenses. The Contractor shall immediately notify the COR and Contracting Officer, in writing, if it appears the total registration fees collected will exceed the estimated total cost of the conference. If the registration fees collected are in excess of the total actual conference expenditures,

the Contractor shall return the excess funds to the Contracting Officer to be deposited as miscellaneous receipts into the U.S. Treasury. If the registration fees collected are in excess of the uniform assumptions provided by the Contracting Officer, the Contracting Officer, shall, as necessary, modify the contract price to reflect the decrease in conference costs. If the registration fees collected are less than the uniform assumptions provided by the Contracting Officer, the Contracting Officer shall, as necessary, modify the contract price to reflect the increase in conference costs.
Although Contractors may bill for allowable conference costs as they are incurred, they may not submit a final invoice for the total costs of the conference until the "Post-Conference Expense Offset Worksheet" has been approved by the COR.

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****(USE THE FOLLOWING IN ALL SOLICITATIONS AND CONTRACTS FOR NIH SPONSORED SCIENTIFIC, EDUCATIONAL AND RESEARCH-RELATED CONFERENCES IN WHICH REGISTRATION FEES ARE CHARGED AND COLLECTED FOR THE PURPOSE OF DEFRAYING THE COSTS OF THE CONFERENCE. See Manual Chapter 6031, "Conference Support/Collection and Retention of Registration Fees" for additional information.)****

ARTICLE H.94. REGISTRATION FEES FOR NIH SPONSORED SCIENTIFIC, EDUCATIONAL, AND RESEARCH-RELATED CONFERENCES

In accordance with the NIH Reform Act of 2006, P.L. 109-482, the NIH may authorize a Contractor procured to assist in the development and implementation of a scientific, educational or research-related conference to collect and retain registration fees from Non-HHS Federal and Non-Federal participants to defray the costs of the contract.

Whenever possible, the Contracting Officer, prior to each conference, shall provide the Contractor with uniform assumptions of the government's estimate of the registration fee offset to include in the costs estimate for the conference. This offset should be deducted from the total cost of the conference.

Prior to each conference, the Contractor shall submit a completed "Contractor Pre-Conference Expense Offset Worksheet" (Attachment provided in SECTION J) to the Contracting Officer's Representative (COR) and Contracting Officer. After the conference is held, the Contractor shall submit a completed "Post-Conference Expense Offset Worksheet" (Attachment provided in SECTION J) to the COR and Contracting Officer.

The Contractor shall collect and maintain current and accurate accounting of collected conference fees and conference expenses. The Contractor shall immediately notify the COR and Contracting Officer, in writing, if it appears the total registration fees collected will exceed the estimated total cost of the conference. If the registration fees collected are in excess of the total actual conference expenditures, the contractor shall return the excess funds to the Contracting Officer to be deposited as miscellaneous receipts into the U.S. Treasury.

If the registration fees collected are in excess of the uniform assumptions provided by the Contracting Officer, the Contracting Officer, shall, as necessary, modify the contract price to reflect the decrease in conference costs. If the registration fees collected are less than the uniform assumptions provided by the Contracting Officer, the Contracting Officer shall, as necessary, modify the contract price to reflect

the increase in conference costs.

Although Contractors may bill for allowable conference costs as they are incurred, they may not submit a final invoice for the total costs of the conference until the "Post-Conference Expense Offset Worksheet" has been approved by the COR.

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS THAT MAY CONDUCT DOMESTIC AND/OR INTERNATIONAL SCIENTIFIC MEETINGS SPONSORED BY AND/OR RECEIVING SUPPORT FROM THE NIH.)****

ARTICLE H.95. GUIDELINES FOR INCLUSION OF WOMEN, MINORITIES, AND PERSONS WITH DISABILITIES IN NIH-SUPPORTED CONFERENCES

Pursuant to the NIH Revitalization Act (P.L. 103-43, Section 206), which adds Section 402(b) to the Public Health Service Act, it is required that NIH, "in conducting and supporting programs for research, research training, recruitment, and other activities, provide for an increase in the number of women and individuals from disadvantaged backgrounds (including racial and ethnic minorities) in the fields of biomedical and behavioral research." In addition, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 require reasonable accommodations to be provided to individuals with disabilities.

It is NIH policy that organizers of scientific meetings should make a concerted effort to achieve appropriate representation of women, racial/ethnic minorities, and persons with disabilities, and other individuals who have been traditionally underrepresented in science, in all NIH sponsored and/or supported scientific meetings.

Therefore, it is the contractor's responsibility to ensure the inclusion of women, minorities, and persons with disabilities in all events when recruiting speakers and/or participants for meetings or conferences funded by this contract.

See the policy announcement for additional details and definitions at:
http://grants.nih.gov/grants/guide/notice-files/NOT-OD-03-066.html

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS WHERE THE POSSIBILITY EXISTS THAT THE CONTRACTOR WILL PROVIDE OR PURCHASE PROMOTIONAL ITEMS.)****

ARTICLE H.96. USE OF FUNDS FOR PROMOTIONAL ITEMS

The Contractor shall not use contract funds to purchase promotional items. Promotional items include, but are not limited to: clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags that are sometimes provided to visitors, employees, grantees, or conference attendees. This includes items or tokens given to individuals as these are considered personal gifts for which contract funds may not be expended.

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****(USE BELOW IF NONE OF THE ABOVE CLAUSES ARE APPLICABLE.)****

THERE ARE NO ARTICLES CONTAINED IN THIS SECTION.

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**** (USE THE FOLLOWING IN ALL RFP's & CONTRACTS.) ****

PART II - CONTRACT CLAUSES

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**** (USE THE FOLLOWING IN ALL RFP's & CONTRACTS.) ****

SECTION I - CONTRACT CLAUSES

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ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE ARCHITECT-ENGINEER CONTRACT

This contract incorporates the following 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 as follows: FAR Clauses at: http://www.acquisition.gov/far/ *. HHSAR Clauses at:* http://www.hhs.gov/policies/hhsar/subpart352.html *.*

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*
52.203-3	*Apr 1984*	*Gratuities (Over the Simplified Acquisition Threshold)*
52.203-5	*May 2014*	*Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)*
52.203-6	*Jun 2020*	*Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)*
52.203-7	*Jun 2020*	*Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)*
52.203-8	*May 2014*	*Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-10	*May 2014*	*Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
52.203-19	*Jan 2017*	*Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*
52.204-4	*May 2011*	*Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)*
52.204-10	*Jun 2020*	*Reporting Executive Compensation and First-Tier Subcontract Awards*
52.204-13	*Oct 2018*	*System for Award Management Maintenance*

FAR CLAUSE NO.	DATE	TITLE
52.204-25	*Aug 2020*	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*
52.209-6	*Jun 2020*	*Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment*
52.215-2	*Jun 2020*	*Audit and Records - Negotiation*
52.215-10	*Aug 2011*	*Price Reduction for Defective Certified Cost or Pricing Data (Over $750,000)*
52.215-12	*Aug 2020*	*Subcontractor Certified Cost or Pricing Data*
52.215-15	*Oct 2010*	*Pension Adjustments and Asset Reversions (Over $750,000)*
52.215-18	*Jul 2005*	*Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions*
52.215-19	*Oct 1997*	*Notification of Ownership Changes*
52.215-21	*Jun 2020*	*Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications*
52.219-8	*Aug 2018*	*Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)*
52.219-9	*Jun 2020*	*Small Business Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.219-14	*Mar 2020*	*Limitations on Subcontracting*
52.219-16	*Jan 1999*	*Liquidated Damages - Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.222-3	*Jun 2003*	*Convict Labor*
52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-40	*Dec 2010*	*Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*
52.225-1	*Jan 2021*	*Buy American - Supplies*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
52.227-1	*Jun 2020*	*Authorization and Consent*
52.227-2	*Jun 2020*	*Notice and Assistance Regarding Patent and Copyright Infringement*
52.229-3	*Feb 2013*	*Federal, State and Local Taxes (Over the Simplified Acquisition Threshold)*
52.229-4	*Feb 2013*	*Federal, State, and Local Taxes (State and Local Adjustments) (Over the Simplified Acquisition Threshold)*
52.232-10	*Apr 2010*	*Payments Under Fixed-Price Architect-Engineer Contracts*
52.232-17	*May 2014*	*Interest (Over the Simplified Acquisition Threshold)*
52.232-23	*May 2014*	*Assignment of Claims*

FAR CLAUSE NO.	DATE	TITLE
52.232-26	*Jan 2017*	*Prompt Payment for Fixed-Price Architect-Engineer Contracts*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award*
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.236-23	*Apr 1984*	*Responsibility of the Architect-Engineer Contract*
52.236-24	*Apr 1984*	*Work Oversight in Architect-Engineer Contracts*
52.236-25	*Jun 2003*	*Requirements for Registration of Designers*
52.242-13	*Jul 1995*	*Bankruptcy (Over the Simplified Acquisition Threshold)*
52.242-14	*Apr 1984*	*Suspension of Work*
52.243-1	*Aug 1987*	*Changes - Fixed Price, Alternate III (Apr 1984)*
52.244-4	*Aug 1998*	*Subcontractors and Outside Associates and Consultants (Architect and Engineer Services)*
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.249-7	*Apr 1984*	*Termination (Fixed-Price Architect-Engineer)*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE NO.	DATE	TITLE
352.203-70	*Dec 2015*	*Anti-Lobbying*
352.222-70	*Dec 2015*	*Contractor Cooperation in Equal Employment Opportunity Investigations*
352.227-70	*Dec 2015*	*Publications and Publicity*
352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A ARCHITECT AND ENGINEERING CONTRACT- Rev. 03/2021].

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ARTICLE I.1. GENERAL CLAUSES FOR A FIXED-PRICE CONSTRUCTION CONTRACT

This contract incorporates the following 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 as follows: FAR Clauses at: http://www.acquisition.gov/far/ *. HHSAR Clauses at:* http://www.hhs.gov/policies/hhsar/subpart352.html *.*

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*
52.203-3	*Apr 1984*	*Gratuities (Over the Simplified Acquisition Threshold)*

FAR CLAUSE NO.	DATE	TITLE
52.203-5	*May 2014*	*Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)*
52.203-6	*Jun 2020*	*Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)*
52.203-7	*Jun 2020*	*Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)*
52.203-8	*May 2014*	*Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-10	*May 2014*	*Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
52.203-19	*Jan 2017*	*Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*
52.204-4	*May 2011*	*Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)*
52.204-10	*Jun 2020*	*Reporting Executive Compensation and First-Tier Subcontract Awards*
52.204-13	*Oct 2018*	*System for Award Management Maintenance*
52.204-25	*Aug 2020*	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*
52.209-6	*Jun 2020*	*Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment*
52.215-2	*Jun 2020*	*Audit and Records - Negotiation*
52.215-8	*Oct 1997*	*Order of Precedence - Uniform Contract Format*
52.215-10	*Aug 2011*	*Price Reduction for Defective Certified Cost or Pricing Data (Over $750,000)*
52.215-12	*Aug 2020*	*Subcontractor Certified Cost or Pricing Data*
52.215-15	*Oct 2010*	*Pension Adjustments and Asset Reversions (Over $750,000)*
52.215-18	*Jul 2005*	*Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions*
52.215-19	*Oct 1997*	*Notification of Ownership Changes*
52.215-21	*Jun 2020*	*Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications*
52.216-7	*Jun 2013*	*Allowable Cost and Payment, Alternate I (Feb 1997)*
52.219-8	*Aug 2018*	*Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)*
52.219-9	*Jun 2020*	*Small Business Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.219-14	*Mar 2020*	*Limitations on Subcontracting*
52.219-16	*Jan 1999*	*Liquidated Damages - Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.222-3	*Jun 2003*	*Convict Labor*

FAR CLAUSE NO.	DATE	TITLE
52.222-4	*May 2018*	*Contract Work Hours and Safety Standards - Overtime Compensation (Over $150,000)*
52.222-6	*Aug 2018*	*Construction Wage Rate Requirements*
52.222-7	*May 2014*	*Withholding of Funds*
52.222-8	*Aug 2018*	*Payrolls and Basic Records*
52.222-9	*Jul 2005*	*Apprentices and Trainees*
52.222-10	*Feb 1988*	*Compliance with Copeland Act Requirements*
52.222-11	*May 2014*	*Subcontracts (Labor Standards)*
52.222-12	*May 2014*	*Contract Termination - Debarment*
52.222-13	*May 2014*	*Compliance with Construction Wage Rate Requirements and Related Regulations*
52.222-14	*Feb 1988*	*Disputes Concerning Labor Standards*
52.222-15	*May 2014*	*Certification of Eligibility*
52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-27	*Apr 2015*	*Affirmative Action Compliance Requirements for Construction*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-40	*Dec 2010*	*Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-5	*May 2011*	*Pollution Prevention and Right-to-Know Information*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
52.227-1	*Jun 2020*	*Authorization and Consent*
52.227-2	*Jun 2020*	*Notice and Assistance Regarding Patent and Copyright Infringement*
52.227-4	*Dec 2007*	*Patent Indemnity - Construction Contracts*
52.228-1	*Sep 1996*	*Bid Guarantee - The amount of the bid guarantee shall be ___ percent of the bid price or $_____ whichever is less.*
52.228-2	*Oct 1997*	*Additional Bond Security*
52.228-5	*Jan 1997*	*Insurance - Work on a Government Installation (Over the Simplified Acquisition Threshold)*
52.228-11	*Feb 2021*	*Individual Surety - Pledge of Assets*
52.228-14	*Nov 2014*	*Irrevocable Letter of Credit*
52.228-15	*Jun 2020*	*Performance and Payment Bonds - Construction (Over $150,000)*
52.229-3	*Feb 2013*	*Federal, State and Local Taxes (Over the Simplified Acquisition Threshold)*
52.229-4	*Feb 2013*	*Federal, State, and Local Taxes (State and Local Adjustments) (Over the Simplified Acquisition Threshold)*
52.232-5	*May 2014*	*Payments Under Fixed-Price Construction Contracts*

FAR CLAUSE NO.	DATE	TITLE
52.232-17	*May 2014*	*Interest (Over the Simplified Acquisition Threshold)*
52.232-23	*May 2014*	*Assignment of Claims*
52.232-27	*Jan 2017*	*Prompt Payment for Construction Contracts*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award*
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.236-1	*Apr 1984*	*Performance of Work by the Contractor (Over $1,500,000) The Contractor shall perform on the site, and with its own organization, work equivalent to at least ___% of the total amount of work to be performed under the contract.*
52.236-2	*Apr 1984*	*Differing Site Conditions (Over the Simplified Acquisition Threshold)*
52.236-3	*Apr 1984*	*Site Investigations and Conditions Affecting the Work (Over the Simplified Acquisition Threshold)*
52.236-5	*Apr 1984*	*Material and Workmanship*
52.236-6	*Apr 1984*	*Superintendence by the Contractor (Over the Simplified Acquisition Threshold)*
52.236-7	*Nov 1991*	*Permits and Responsibilities*
52.236-8	*Apr 1984*	*Other Contracts (Over the Simplified Acquisition Threshold)*
52.236-9	*Apr 1984*	*Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (Over the Simplified Acquisition Threshold)*
52.236-10	*Apr 1984*	*Operations and Storage Areas (Over the Simplified Acquisition Threshold)*
52.236-11	*Apr 1984*	*Use and Possession Prior to Completion (Over the Simplified Acquisition Threshold)*
52.236-12	*Apr 1984*	*Cleaning Up (Over the Simplified Acquisition Threshold)*
52.236-13	*Nov 1991*	*Accident Prevention (Over the Simplified Acquisition Threshold)*
52.236-14	*Apr 1984*	*Availability and Use of Utility Services*
52.236-15	*Apr 1984*	*Schedules for Construction Contracts (Over the Simplified Acquisition Threshold)*
52.236-17	*Apr 1984*	*Layout of Work*
52.236-21	*Feb 1997*	*Specifications and Drawings for Construction (Over the Simplified Acquisition Threshold)*
52.236-26	*Feb 1995*	*Preconstruction Conference*
52.242-13	*Jul 1995*	*Bankruptcy (Over the Simplified Acquisition Threshold)*
52.242-14	*Apr 1984*	*Suspension of Work*
52.243-4	*Jun 2007*	*Changes (Over the Simplified Acquisition Threshold)*
52.243-5	*Apr 1984*	*Changes and Changed Conditions (Not to exceed the Simplified Acquisition Threshold)*
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.246-12	*Aug 1996*	*Inspection of Construction (Over the Simplified Acquisition Threshold)*
52.248-3	*Oct 2020*	*Value Engineering - Construction (Over the Simplified Acquisition Threshold)*

FAR CLAUSE NO.	DATE	TITLE
52.249-2	*Apr 2012*	*Termination for Convenience of the Government (Fixed-Price), Alternate I (Sep 1996)*
52.249-10	*Apr 1984*	*Default (Fixed-Price Construction)*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE NO.	DATE	TITLE
352.203-70	*Dec 2015*	*Anti-Lobbying*
352.222-70	*Dec 2015*	*Contractor Cooperation in Equal Employment Opportunity Investigations*
352.227-70	*Dec 2015*	*Publications and Publicity*
352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A FIXED-PRICE CONSTRUCTION CONTRACT- Rev. 03/2021].

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ARTICLE I.1. GENERAL CLAUSES FOR A FIXED-PRICE RESEARCH AND DEVELOPMENT SBIR PHASE I CONTRACT

This contract incorporates the following 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 as follows: FAR Clauses at: http://www.acquisition.gov/far/ *. HHSAR Clauses at:* http://www.hhs.gov/policies/hhsar/subpart352.html *.*

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
52.203-19	*Jan 2017*	*Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*
52.204-10	*Jun 2020*	*Reporting Executive Compensation and First-Tier Subcontract Awards*
52.204-13	*Oct 2018*	*System for Award Management Maintenance*
52.204-25	*Aug 2020*	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*
52.209-6	*Jun 2020*	*Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment*

FAR CLAUSE NO.	DATE	TITLE
52.215-8	*Oct 1997*	*Order of Precedence - Uniform Contract Format*
52.219-6	*Nov 2020*	*Notice of Total Small Business Set-Aside*
52.219-14	*Mar 2020*	*Limitations on Subcontracting*
52.222-3	*Jun 2003*	*Convict Labor*
52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*
52.225-1	*Jan 2021*	*Buy American - Supplies*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
52.227-1	*Dec 2007*	*Authorization and Consent, Alternate I (Apr 1984)*
52.227-2	*Jun 2020*	*Notice and Assistance Regarding Patent and Copyright Infringement*
52.227-11	*May 2014*	*Patent Rights - Ownership by the Contractor (Note: In accordance with FAR 27.303(b)(2), paragraph (e) is modified to include the requirements in FAR 27.303(b)(2)(i) through (iv). The frequency of reporting in (i) is annual.*
52.227-20	*May 2014*	*Rights in Data - SBIR Program*
52.232-9	*Apr 1984*	*Limitation on Withholding of Payments*
52.232-23	*May 2014*	*Assignment of Claims*
52.232-25	*Jan 2017*	*Prompt Payment*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award*
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.243-1	*Aug 1987*	*Changes - Fixed Price, Alternate V (Apr 1984)*
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.249-1	*Apr 1984*	*Termination for the Convenience of the Government (Fixed-Price) (Short Form)*
52.249-9	*Apr 1984*	*Default (Fixed-Price Research and Development)(Over the Simplified Acquisition Threshold)*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE NO.	DATE	TITLE
352.203-70	*Dec 2015*	*Anti-Lobbying*

HHSAR CLAUSE NO.	DATE	TITLE
352.222-70	*Dec 2015*	*Contractor Cooperation in Equal Employment Opportunity Investigations*
352.227-70	*Dec 2015*	*Publications and Publicity*
352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A FIXED-PRICE RESEARCH AND DEVELOPMENT SBIR PHASE I CONTRACT-Rev. 03/2021].

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ARTICLE I.1. GENERAL CLAUSES FOR A FIXED-PRICE RESEARCH AND DEVELOPMENT SBIR PHASE II CONTRACT

This contract incorporates the following 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 as follows: FAR Clauses at: http://www.acquisition.gov/far/ *. HHSAR Clauses at:* http://www.hhs.gov/policies/hhsar/subpart352.html *.*

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*
52.203-3	*Apr 1984*	*Gratuities (Over the Simplified Acquisition Threshold)*
52.203-5	*May 2014*	*Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)*
52.203-6	*Jun 2020*	*Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)*
52.203-7	*Jun 2020*	*Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)*
52.203-8	*May 2014*	*Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-10	*May 2014*	*Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
52.203-19	*Jan 2017*	*Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*
52.204-4	*May 2011*	*Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)*
52.204-10	*Jun 2020*	*Reporting Executive Compensation and First-Tier Subcontract Awards*
52.204-13	*Oct 2018*	*System for Award Management Maintenance*
52.204-25	*Aug 2020*	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*

FAR CLAUSE NO.	DATE	TITLE
52.209-6	*Jun 2020*	*Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment*
52.215-2	*Jun 2020*	*Audit and Records - Negotiation*
52.215-8	*Oct 1997*	*Order of Precedence - Uniform Contract Format*
52.215-10	*Aug 2011*	*Price Reduction for Defective Certified Cost or Pricing Data (Over $750,000)*
52.215-12	*Aug 2020*	*Subcontractor Certified Cost or Pricing Data*
52.215-14	*Jun 2020*	*Integrity of Unit Prices (Over the Simplified Acquisition Threshold)*
52.215-15	*Oct 2010*	*Pension Adjustments and Asset Reversions (Over $750,000)*
52.215-18	*Jul 2005*	*Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions*
52.215-19	*Oct 1997*	*Notification of Ownership Changes*
52.215-21	*Jun 2020*	*Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications*
52.219-6	*Nov 2020*	*Notice of Total Small Business Set-Aside*
52.219-8	*Aug 2018*	*Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)*
52.219-14	*Mar 2020*	*Limitations on Subcontracting*
52.222-3	*Jun 2003*	*Convict Labor*
52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-40	*Dec 2010*	*Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*
52.225-1	*Jan 2021*	*Buy American - Supplies*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
52.227-1	*Dec 2007*	*Authorization and Consent, Alternate I (Apr 1984)*
52.227-2	*Jun 2020*	*Notice and Assistance Regarding Patent and Copyright Infringement*
52.227-11	*May 2014*	*Patent Rights - Ownership by the Contractor (Note: In accordance with FAR 27.303(b)(2), paragraph (e) is modified to include the requirements in FAR 27.303(b)(2)(i) through (iv). The frequency of reporting in (i) is annual.*
52.227-20	*May 2014*	*Rights in Data - SBIR Program*
52.229-3	*Feb 2013*	*Federal, State and Local Taxes (Over the Simplified Acquisition Threshold)*
52.229-4	*Feb 2013*	*Federal, State, and Local Taxes (State and Local Adjustments) (Over the Simplified Acquisition Threshold)*
52.232-2	*Apr 1984*	*Payments under Fixed-Price Research and Development Contracts*
52.232-9	*Apr 1984*	*Limitation on Withholding of Payments*

FAR CLAUSE NO.	DATE	TITLE
52.232-17	*May 2014*	*Interest (Over the Simplified Acquisition Threshold)*
52.232-23	*May 2014*	*Assignment of Claims*
52.232-25	*Jan 2017*	*Prompt Payment*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award*
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.242-13	*Jul 1995*	*Bankruptcy (Over the Simplified Acquisition Threshold)*
52.243-1	*Aug 1987*	*Changes - Fixed Price, Alternate V (Apr 1984)*
52.244-5	*Dec 1996*	*Competition in Subcontracting (Over the Simplified Acquisition Threshold)*
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.246-25	*Feb 1997*	*Limitation of Liability - Services (Over the Simplified Acquisition Threshold)*
52.249-2	*Apr 2012*	*Termination for the Convenience of the Government (Fixed-Price)*
52.249-9	*Apr 1984*	*Default (Fixed-Price Research and Development)(Over the Simplified Acquisition Threshold)*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE NO.	DATE	TITLE
352.203-70	*Dec 2015*	*Anti-Lobbying*
352.222-70	*Dec 2015*	*Contractor Cooperation in Equal Employment Opportunity Investigations*
352.227-70	*Dec 2015*	*Publications and Publicity*
352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A FIXED-PRICE RESEARCH AND DEVELOPMENT SBIR PHASE II CONTRACT- Rev. 03/2021].

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ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT SBIR PHASE II CONTRACT

This contract incorporates the following 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 as follows: FAR Clauses at: http://www.acquisition.gov/far/ *. HHSAR Clauses at:* http://www.hhs.gov/policies/hhsar/subpart352.html *.*

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*

FAR CLAUSE NO.	DATE	TITLE
52.203-3	*Apr 1984*	*Gratuities (Over the Simplified Acquisition Threshold)*
52.203-5	*May 2014*	*Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)*
52.203-6	*Jun 2020*	*Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)*
52.203-7	*Jun 2020*	*Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)*
52.203-8	*May 2014*	*Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-10	*May 2014*	*Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
52.203-19	*Jan 2017*	*Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*
52.204-4	*May 2011*	*Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)*
52.204-10	*Jun 2020*	*Reporting Executive Compensation and First-Tier Subcontract Awards*
52.204-13	*Oct 2018*	*System for Award Management Maintenance*
52.204-25	*Aug 2020*	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*
52.209-6	*Jun 2020*	*Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment*
52.215-2	*Jun 2020*	*Audit and Records - Negotiation*
52.215-8	*Oct 1997*	*Order of Precedence - Uniform Contract Format*
52.215-10	*Aug 2011*	*Price Reduction for Defective Certified Cost or Pricing Data (Over $750,000)*
52.215-12	*Aug 2020*	*Subcontractor Certified Cost or Pricing Data*
52.215-14	*Jun 2020*	*Integrity of Unit Prices (Over the Simplified Acquisition Threshold)*
52.215-15	*Oct 2010*	*Pension Adjustments and Asset Reversions (Over $750,000)*
52.215-18	*Jul 2005*	*Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions*
52.215-19	*Oct 1997*	*Notification of Ownership Changes*
52.215-21	*Jun 2020*	*Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications*
52.215-23	*Jun 2020*	*Limitations on Pass-Through Charges (Over the Simplified Acquisition Threshold)*
52.216-7	*Aug 2018*	*Allowable Cost and Payment*
52.216-8	*Jun 2011*	*Fixed Fee*
52.219-6	*Nov 2020*	*Notice of Total Small Business Set-Aside*
52.219-8	*Aug 2018*	*Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)*

FAR CLAUSE NO.	DATE	TITLE
52.219-14	*Mar 2020*	*Limitations on Subcontracting*
52.222-2	*Jul 1990*	*Payment for Overtime Premium (Over the Simplified Acquisition Threshold) (Note: The dollar amount in paragraph (a) of this clause is $0 unless otherwise specified in the contract.)*
52.222-3	*Jun 2003*	*Convict Labor*
52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-40	*Dec 2010*	*Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*
52.225-1	*Jan 2021*	*Buy American - Supplies*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
52.227-1	*Dec 2007*	*Authorization and Consent, Alternate I (Apr 1984)*
52.227-2	*Jun 2020*	*Notice and Assistance Regarding Patent and Copyright Infringement*
52.227-11	*May 2014*	*Patent Rights - Ownership by the Contractor (Note: In accordance with FAR 27.303(b)(2), paragraph (e) is modified to include the requirements in FAR 27.303(b)(2)(i) through (iv). The frequency of reporting in (i) is annual.*
52.227-20	*May 2014*	*Rights in Data - SBIR Program*
52.232-9	*Apr 1984*	*Limitation on Withholding of Payments*
52.232-17	*May 2014*	*Interest (Over the Simplified Acquisition Threshold)*
52.232-20	*Apr 1984*	*Limitation of Cost*
52.232-23	*May 2014*	*Assignment of Claims*
52.232-25	*Jul 2013*	*Prompt Payment, Alternate I (Feb 2002)*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award, Alternate I (Jun 1985)*
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.242-1	*Apr 1984*	*Notice of Intent to Disallow Costs*
52.242-3	*May 2014*	*Penalties for Unallowable Costs (Over $700,000)*
52.242-4	*Jan 1997*	*Certification of Final Indirect Costs*
52.242-13	*Jul 1995*	*Bankruptcy (Over the Simplified Acquisition Threshold)*
52.243-2	*Aug 1987*	*Changes - Cost Reimbursement, Alternate V (Apr 1984)*
52.244-2	*Oct 2010*	*Subcontracts (Over the Simplified Acquisition Threshold), Alternate I (June 2007)*
52.244-5	*Dec 1996*	*Competition in Subcontracting (Over the Simplified Acquisition Threshold)*

FAR CLAUSE NO.	DATE	TITLE
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.245-1	*Jan 2017*	*Government Property*
52.245-9	*Apr 2012*	*Use and Charges*
52.246-25	*Feb 1997*	*Limitation of Liability - Services (Over the Simplified Acquisition Threshold)*
52.249-6	*May 2004*	*Termination (Cost-Reimbursement)*
52.249-14	*Apr 1984*	*Excusable Delays*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE NO.	DATE	TITLE
352.203-70	*Dec 2015*	*Anti-Lobbying*
352.222-70	*Dec 2015*	*Contractor Cooperation in Equal Employment Opportunity Investigations*
352.227-70	*Dec 2015*	*Publications and Publicity*
352.233-71	*Dec 2015*	*Litigation and Claims*
352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A COST-REIMBURSEMENT SBIR PHASE II CONTRACT- Rev. 03/2021].

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ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT CONTRACT WITH EDUCATIONAL INSTITUTIONS

This contract incorporates the following 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 as follows: FAR Clauses at: http://www.acquisition.gov/far/ *. HHSAR Clauses at:* http://www.hhs.gov/policies/hhsar/subpart352.html *.*

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*
52.203-3	*Apr 1984*	*Gratuities (Over the Simplified Acquisition Threshold)*
52.203-5	*May 2014*	*Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)*
52.203-6	*Jun 2020*	*Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)*
52.203-7	*Jun 2020*	*Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)*
52.203-8	*May 2014*	*Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*

FAR CLAUSE NO.	DATE	TITLE
52.203-10	*May 2014*	*Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
52.203-19	*Jan 2017*	*Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*
52.204-4	*May 2011*	*Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)*
52.204-10	*Jun 2020*	*Reporting Executive Compensation and First-Tier Subcontract Awards*
52.204-13	*Oct 2018*	*System for Award Management Maintenance*
52.204-25	*Aug 2020*	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*
52.209-6	*Jun 2020*	*Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment*
52.215-2	*Oct 2010*	*Audit and Records - Negotiation [Note: Applies to ALL contracts funded in whole or in part with Recovery Act funds, regardless of dollar value, AND contracts over the Simplified Acquisition Threshold funded exclusively with non-Recovery Act funds.], Alternate II (Aug 2016)*
52.215-8	*Oct 1997*	*Order of Precedence - Uniform Contract Format*
52.215-10	*Aug 2011*	*Price Reduction for Defective Certified Cost or Pricing Data (Over $750,000)*
52.215-12	*Aug 2020*	*Subcontractor Certified Cost or Pricing Data*
52.215-14	*Jun 2020*	*Integrity of Unit Prices (Over the Simplified Acquisition Threshold)*
52.215-15	*Oct 2010*	*Pension Adjustments and Asset Reversions (Over $750,000)*
52.215-18	*Jul 2005*	*Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions*
52.215-19	*Oct 1997*	*Notification of Ownership Changes*
52.215-21	*Jun 2020*	*Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications*
52.215-23	*Jun 2020*	*Limitations on Pass-Through Charges (Over the Simplified Acquisition Threshold)*
52.216-7	*Jun 2013*	*Allowable Cost and Payment, Alternate II (Aug 2012)*
52.216-11	*Apr 1984*	*Cost Contract - No Fee*
52.219-8	*Aug 2018*	*Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)*
52.219-9	*Jun 2020*	*Small Business Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.219-14	*Mar 2020*	*Limitations on Subcontracting*
52.219-16	*Jan 1999*	*Liquidated Damages - Subcontracting Plan (Over $700,000, $1.5 million for Construction)*

FAR CLAUSE NO.	DATE	TITLE
52.222-2	*Jul 1990*	*Payment for Overtime Premium (Over the Simplified Acquisition Threshold) (Note: The dollar amount in paragraph (a) of this clause is $0 unless otherwise specified in the contract.)*
52.222-3	*Jun 2003*	*Convict Labor*
52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-40	*Dec 2010*	*Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*
52.225-1	*Jan 2021*	*Buy American - Supplies*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
52.227-1	*Dec 2007*	*Authorization and Consent, Alternate I (Apr 1984)*
52.227-2	*Jun 2020*	*Notice and Assistance Regarding Patent and Copyright Infringement*
52.227-11	*May 2014*	*Patent Rights - Ownership by the Contractor (Note: In accordance with FAR 27.303(b)(2), paragraph (e) is modified to include the requirements in FAR 27.303(b)(2)(i) through (iv). The frequency of reporting in (i) is annual.*
52.227-14	*Dec 2007*	*Rights in Data - General, Alternate IV (Dec 2007)*
52.232-9	*Apr 1984*	*Limitation on Withholding of Payments*
52.232-20	*Apr 1984*	*Limitation of Cost*
52.232-23	*May 2014*	*Assignment of Claims*
52.232-25	*Jul 2013*	*Prompt Payment, Alternate I (Feb 2002)*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award, Alternate I (Jun 1985)*
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.242-1	*Apr 1984*	*Notice of Intent to Disallow Costs*
52.242-4	*Jan 1997*	*Certification of Final Indirect Costs*
52.242-13	*Jul 1995*	*Bankruptcy (Over the Simplified Acquisition Threshold)*
52.244-2	*Oct 2010*	*Subcontracts (Over the Simplified Acquisition Threshold), Alternate I (June 2007)*
52.244-5	*Dec 1996*	*Competition in Subcontracting (Over the Simplified Acquisition Threshold)*
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.245-1	*Apr 2012*	*Government Property, Alternate II (April 2012)*
52.245-9	*Apr 2012*	*Use and Charges*
52.246-23	*Feb 1997*	*Limitation of Liability (Over the Simplified Acquisition Threshold)*

FAR CLAUSE NO.	DATE	TITLE
52.249-6	*May 2004*	*Termination (Cost-Reimbursement)*
52.249-14	*Apr 1984*	*Excusable Delays*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE NO.	DATE	TITLE
352.203-70	*Dec 2015*	*Anti-Lobbying*
352.222-70	*Dec 2015*	*Contractor Cooperation in Equal Employment Opportunity Investigations*
352.227-70	*Dec 2015*	*Publications and Publicity*
352.233-71	*Dec 2015*	*Litigation and Claims*
352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT CONTRACT W_EDUCATIONAL INSTITUTION- Rev. 03/2021].

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ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT CONTRACT WITH NON-PROFIT ORGANIZATIONS OTHER THAN EDUCATIONAL INSTITUTIONS

This contract incorporates the following 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 as follows: FAR Clauses at: http://www.acquisition.gov/far/ *. HHSAR Clauses at:* http://www.hhs.gov/policies/hhsar/subpart352.html *.*

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*
52.203-3	*Apr 1984*	*Gratuities (Over the Simplified Acquisition Threshold)*
52.203-5	*May 2014*	*Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)*
52.203-6	*Jun 2020*	*Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)*
52.203-7	*Jun 2020*	*Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)*
52.203-8	*May 2014*	*Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-10	*May 2014*	*Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*

FAR CLAUSE NO.	DATE	TITLE
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
52.203-19	*Jan 2017*	*Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*
52.204-4	*May 2011*	*Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)*
52.204-10	*Jun 2020*	*Reporting Executive Compensation and First-Tier Subcontract Awards*
52.204-13	*Oct 2018*	*System for Award Management Maintenance*
52.204-25	*Aug 2020*	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*
52.209-6	*Jun 2020*	*Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment*
52.215-2	*Oct 2010*	*Audit and Records - Negotiation [Note: Applies to ALL contracts funded in whole or in part with Recovery Act funds, regardless of dollar value, AND contracts over the Simplified Acquisition Threshold funded exclusively with non-Recovery Act funds.], Alternate II (Aug 2016)*
52.215-8	*Oct 1997*	*Order of Precedence - Uniform Contract Format*
52.215-10	*Aug 2011*	*Price Reduction for Defective Certified Cost or Pricing Data (Over $750,000)*
52.215-12	*Aug 2020*	*Subcontractor Certified Cost or Pricing Data*
52.215-14	*Jun 2020*	*Integrity of Unit Prices (Over the Simplified Acquisition Threshold)*
52.215-15	*Oct 2010*	*Pension Adjustments and Asset Reversions (Over $750,000)*
52.215-18	*Jul 2005*	*Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions*
52.215-19	*Oct 1997*	*Notification of Ownership Changes*
52.215-21	*Jun 2020*	*Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications*
52.215-23	*Jun 2020*	*Limitations on Pass-Through Charges (Over the Simplified Acquisition Threshold)*
52.216-7	*Jun 2013*	*Allowable Cost and Payment, Alternate IV (Aug 2012)*
52.216-11	*Apr 1984*	*Cost Contract - No Fee*
52.219-8	*Aug 2018*	*Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)*
52.219-9	*Jun 2020*	*Small Business Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.219-14	*Mar 2020*	*Limitations on Subcontracting*
52.219-16	*Jan 1999*	*Liquidated Damages - Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.222-2	*Jul 1990*	*Payment for Overtime Premium (Over the Simplified Acquisition Threshold) (Note: The dollar amount in paragraph (a) of this clause is $0 unless otherwise specified in the contract.)*
52.222-3	*Jun 2003*	*Convict Labor*
52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*

FAR CLAUSE NO.	DATE	TITLE
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-40	*Dec 2010*	*Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*
52.225-1	*Jan 2021*	*Buy American - Supplies*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
52.227-1	*Dec 2007*	*Authorization and Consent, Alternate I (Apr 1984)*
52.227-2	*Jun 2020*	*Notice and Assistance Regarding Patent and Copyright Infringement*
52.227-11	*May 2014*	*Patent Rights - Ownership by the Contractor (Note: In accordance with FAR 27.303(b)(2), paragraph (e) is modified to include the requirements in FAR 27.303(b)(2)(i) through (iv). The frequency of reporting in (i) is annual.*
52.227-14	*Dec 2007*	*Rights in Data - General, Alternate IV (Dec 2007)*
52.232-9	*Apr 1984*	*Limitation on Withholding of Payments*
52.232-20	*Apr 1984*	*Limitation of Cost*
52.232-23	*May 2014*	*Assignment of Claims*
52.232-25	*Jul 2013*	*Prompt Payment, Alternate I (Feb 2002)*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award, Alternate I (Jun 1985)*
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.242-1	*Apr 1984*	*Notice of Intent to Disallow Costs*
52.242-3	*May 2014*	*Penalties for Unallowable Costs (Over $700,000)*
52.242-4	*Jan 1997*	*Certification of Final Indirect Costs*
52.242-13	*Jul 1995*	*Bankruptcy (Over the Simplified Acquisition Threshold)*
52.243-2	*Aug 1987*	*Changes - Cost Reimbursement, Alternate V (Apr 1984)*
52.244-2	*Oct 2010*	*Subcontracts (Over the Simplified Acquisition Threshold), Alternate I (June 2007)*
52.244-5	*Dec 1996*	*Competition in Subcontracting (Over the Simplified Acquisition Threshold)*
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.245-1	*Apr 2012*	*Government Property, Alternate II (April 2012)*
52.245-9	*Apr 2012*	*Use and Charges*
52.246-23	*Feb 1997*	*Limitation of Liability (Over the Simplified Acquisition Threshold)*
52.249-6	*May 2004*	*Termination (Cost-Reimbursement)*
52.249-14	*Apr 1984*	*Excusable Delays*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE NO.	DATE	TITLE
352.203-70	*Dec 2015*	*Anti-Lobbying*
352.222-70	*Dec 2015*	*Contractor Cooperation in Equal Employment Opportunity Investigations*
352.227-70	*Dec 2015*	*Publications and Publicity*
352.233-71	*Dec 2015*	*Litigation and Claims*
352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT CONTRACT W_NON-PROFIT-Rev. 03/2021].

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ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT CONTRACT

This contract incorporates the following 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 as follows: FAR Clauses at: http://www.acquisition.gov/far/ *. HHSAR Clauses at:* http://www.hhs.gov/policies/hhsar/subpart352.html *.*

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*
52.203-3	*Apr 1984*	*Gratuities (Over the Simplified Acquisition Threshold)*
52.203-5	*May 2014*	*Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)*
52.203-6	*Jun 2020*	*Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)*
52.203-7	*Jun 2020*	*Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)*
52.203-8	*May 2014*	*Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-10	*May 2014*	*Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
52.203-19	*Jan 2017*	*Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*

FAR CLAUSE NO.	DATE	TITLE
52.204-4	*May 2011*	*Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)*
52.204-10	*Jun 2020*	*Reporting Executive Compensation and First-Tier Subcontract Awards*
52.204-13	*Oct 2018*	*System for Award Management Maintenance*
52.204-25	*Aug 2020*	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*
52.209-6	*Jun 2020*	*Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment*
52.215-2	*Jun 2020*	*Audit and Records - Negotiation*
52.215-8	*Oct 1997*	*Order of Precedence - Uniform Contract Format*
52.215-10	*Aug 2011*	*Price Reduction for Defective Certified Cost or Pricing Data (Over $750,000)*
52.215-12	*Aug 2020*	*Subcontractor Certified Cost or Pricing Data*
52.215-14	*Jun 2020*	*Integrity of Unit Prices (Over the Simplified Acquisition Threshold)*
52.215-15	*Oct 2010*	*Pension Adjustments and Asset Reversions (Over $750,000)*
52.215-18	*Jul 2005*	*Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions*
52.215-19	*Oct 1997*	*Notification of Ownership Changes*
52.215-21	*Jun 2020*	*Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications*
52.215-23	*Jun 2020*	*Limitations on Pass-Through Charges (Over the Simplified Acquisition Threshold)*
52.216-7	*Aug 2018*	*Allowable Cost and Payment*
52.216-8	*Jun 2011*	*Fixed Fee*
52.219-8	*Aug 2018*	*Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)*
52.219-9	*Jun 2020*	*Small Business Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.219-14	*Mar 2020*	*Limitations on Subcontracting*
52.219-16	*Jan 1999*	*Liquidated Damages - Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.222-2	*Jul 1990*	*Payment for Overtime Premium (Over the Simplified Acquisition Threshold) (Note: The dollar amount in paragraph (a) of this clause is $0 unless otherwise specified in the contract.)*
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52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-40	*Dec 2010*	*Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*

FAR CLAUSE NO.	DATE	TITLE
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*
52.225-1	*Jan 2021*	*Buy American - Supplies*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
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52.227-11	*May 2014*	*Patent Rights - Ownership by the Contractor (Note: In accordance with FAR 27.303(b)(2), paragraph (e) is modified to include the requirements in FAR 27.303(b)(2)(i) through (iv). The frequency of reporting in (i) is annual.*
52.227-14	*May 2014*	*Rights in Data - General*
52.232-9	*Apr 1984*	*Limitation on Withholding of Payments*
52.232-17	*May 2014*	*Interest (Over the Simplified Acquisition Threshold)*
52.232-20	*Apr 1984*	*Limitation of Cost*
52.232-23	*May 2014*	*Assignment of Claims*
52.232-25	*Jul 2013*	*Prompt Payment, Alternate I (Feb 2002)*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award, Alternate I (Jun 1985)*
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.242-1	*Apr 1984*	*Notice of Intent to Disallow Costs*
52.242-3	*May 2014*	*Penalties for Unallowable Costs (Over $700,000)*
52.242-4	*Jan 1997*	*Certification of Final Indirect Costs*
52.242-13	*Jul 1995*	*Bankruptcy (Over the Simplified Acquisition Threshold)*
52.243-2	*Aug 1987*	*Changes - Cost Reimbursement, Alternate V (Apr 1984)*
52.244-2	*Oct 2010*	*Subcontracts (Over the Simplified Acquisition Threshold), Alternate I (June 2007)*
52.244-5	*Dec 1996*	*Competition in Subcontracting (Over the Simplified Acquisition Threshold)*
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.245-1	*Jan 2017*	*Government Property*
52.245-9	*Apr 2012*	*Use and Charges*
52.246-23	*Feb 1997*	*Limitation of Liability (Over the Simplified Acquisition Threshold)*
52.249-6	*May 2004*	*Termination (Cost-Reimbursement)*
52.249-14	*Apr 1984*	*Excusable Delays*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE NO.	DATE	TITLE
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HHSAR CLAUSE NO.	DATE	TITLE
352.222-70	*Dec 2015*	*Contractor Cooperation in Equal Employment Opportunity Investigations*
352.227-70	*Dec 2015*	*Publications and Publicity*
352.233-71	*Dec 2015*	*Litigation and Claims*
352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT RESEARCH AND DEVELOPMENT CONTRACT- Rev. 03/2021].

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ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT SERVICE CONTRACT

This contract incorporates the following 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 as follows: FAR Clauses at: http://www.acquisition.gov/far/ *. HHSAR Clauses at:* http://www.hhs.gov/policies/hhsar/subpart352.html *.*

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*
52.203-3	*Apr 1984*	*Gratuities (Over the Simplified Acquisition Threshold)*
52.203-5	*May 2014*	*Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)*
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52.203-8	*May 2014*	*Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-10	*May 2014*	*Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
52.203-19	*Jan 2017*	*Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*
52.204-4	*May 2011*	*Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)*
52.204-10	*Jun 2020*	*Reporting Executive Compensation and First-Tier Subcontract Awards*
52.204-13	*Oct 2018*	*System for Award Management Maintenance*
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FAR CLAUSE NO.	DATE	TITLE
52.209-6	*Jun 2020*	*Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment*
52.215-2	*Jun 2020*	*Audit and Records - Negotiation*
52.215-8	*Oct 1997*	*Order of Precedence - Uniform Contract Format*
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52.216-8	*Jun 2011*	*Fixed Fee*
52.219-8	*Aug 2018*	*Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)*
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52.222-2	*Jul 1990*	*Payment for Overtime Premium (Over the Simplified Acquisition Threshold) (Note: The dollar amount in paragraph (a) of this clause is $0 unless otherwise specified in the contract.)*
52.222-3	*Jun 2003*	*Convict Labor*
52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-40	*Dec 2010*	*Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*
52.225-1	*Jan 2021*	*Buy American - Supplies*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
52.227-1	*Jun 2020*	*Authorization and Consent*
52.227-2	*Jun 2020*	*Notice and Assistance Regarding Patent and Copyright Infringement*

FAR CLAUSE NO.	DATE	TITLE
52.227-14	*May 2014*	*Rights in Data - General*
52.232-9	*Apr 1984*	*Limitation on Withholding of Payments*
52.232-17	*May 2014*	*Interest (Over the Simplified Acquisition Threshold)*
52.232-20	*Apr 1984*	*Limitation of Cost*
52.232-23	*May 2014*	*Assignment of Claims*
52.232-25	*Jul 2013*	*Prompt Payment, Alternate I (Feb 2002)*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award, Alternate I (Jun 1985)*
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.242-1	*Apr 1984*	*Notice of Intent to Disallow Costs*
52.242-3	*May 2014*	*Penalties for Unallowable Costs (Over $700,000)*
52.242-4	*Jan 1997*	*Certification of Final Indirect Costs*
52.242-13	*Jul 1995*	*Bankruptcy (Over the Simplified Acquisition Threshold)*
52.243-2	*Aug 1987*	*Changes - Cost Reimbursement, Alternate I (Apr 1984)*
52.244-2	*Oct 2010*	*Subcontracts (Over the Simplified Acquisition Threshold), Alternate I (June 2007)*
52.244-5	*Dec 1996*	*Competition in Subcontracting (Over the Simplified Acquisition Threshold)*
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.245-1	*Jan 2017*	*Government Property*
52.245-9	*Apr 2012*	*Use and Charges*
52.246-25	*Feb 1997*	*Limitation of Liability - Services (Over the Simplified Acquisition Threshold)*
52.249-6	*May 2004*	*Termination (Cost-Reimbursement)*
52.249-14	*Apr 1984*	*Excusable Delays*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE NO.	DATE	TITLE
352.203-70	*Dec 2015*	*Anti-Lobbying*
352.222-70	*Dec 2015*	*Contractor Cooperation in Equal Employment Opportunity Investigations*
352.227-70	*Dec 2015*	*Publications and Publicity*
352.233-71	*Dec 2015*	*Litigation and Claims*
352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT SERVICE CONTRACT- Rev. 03/2021].

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ARTICLE I.1. GENERAL CLAUSES FOR A COST-REIMBURSEMENT SUPPLY CONTRACT

This contract incorporates the following 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 as follows: FAR Clauses at: http://www.acquisition.gov/far/ *. HHSAR Clauses at:* http://www.hhs.gov/policies/hhsar/subpart352.html .

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*
52.203-3	*Apr 1984*	*Gratuities (Over the Simplified Acquisition Threshold)*
52.203-5	*May 2014*	*Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)*
52.203-6	*Jun 2020*	*Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)*
52.203-7	*Jun 2020*	*Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)*
52.203-8	*May 2014*	*Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-10	*May 2014*	*Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
52.203-19	*Jan 2017*	*Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*
52.204-4	*May 2011*	*Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)*
52.204-10	*Jun 2020*	*Reporting Executive Compensation and First-Tier Subcontract Awards*
52.204-13	*Oct 2018*	*System for Award Management Maintenance*
52.204-25	*Aug 2020*	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*
52.209-6	*Jun 2020*	*Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment*
52.211-5	*Aug 2000*	*Material Requirements*
52.215-2	*Jun 2020*	*Audit and Records - Negotiation*
52.215-8	*Oct 1997*	*Order of Precedence - Uniform Contract Format*
52.215-10	*Aug 2011*	*Price Reduction for Defective Certified Cost or Pricing Data (Over $750,000)*
52.215-12	*Aug 2020*	*Subcontractor Certified Cost or Pricing Data*
52.215-14	*Jun 2020*	*Integrity of Unit Prices (Over the Simplified Acquisition Threshold)*
52.215-15	*Oct 2010*	*Pension Adjustments and Asset Reversions (Over $750,000)*

FAR CLAUSE NO.	DATE	TITLE
52.215-18	*Jul 2005*	*Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions*
52.215-19	*Oct 1997*	*Notification of Ownership Changes*
52.215-21	*Jun 2020*	*Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications*
52.215-23	*Jun 2020*	*Limitations on Pass-Through Charges (Over the Simplified Acquisition Threshold)*
52.216-7	*Aug 2018*	*Allowable Cost and Payment*
52.216-8	*Jun 2011*	*Fixed Fee*
52.219-8	*Aug 2018*	*Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)*
52.219-9	*Jun 2020*	*Small Business Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.219-14	*Mar 2020*	*Limitations on Subcontracting*
52.219-16	*Jan 1999*	*Liquidated Damages - Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.222-2	*Jul 1990*	*Payment for Overtime Premium (Over the Simplified Acquisition Threshold) (Note: The dollar amount in paragraph (a) of this clause is $0 unless otherwise specified in the contract.)*
52.222-4	*May 2018*	*Contract Work Hours and Safety Standards - Overtime Compensation (Over $150,000)*
52.222-19	*Jan 2020*	*Child Labor--Cooperation with Authorities and Remedies*
52.222-20	*Jun 2020*	*Contracts for Materials, Supplies, Articles, and Equipment*
52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-40	*Dec 2010*	*Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*
52.225-1	*Jan 2021*	*Buy American - Supplies*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
52.227-1	*Jun 2020*	*Authorization and Consent*
52.227-2	*Jun 2020*	*Notice and Assistance Regarding Patent and Copyright Infringement*
52.227-14	*May 2014*	*Rights in Data - General*
52.232-9	*Apr 1984*	*Limitation on Withholding of Payments*
52.232-17	*May 2014*	*Interest (Over the Simplified Acquisition Threshold)*
52.232-20	*Apr 1984*	*Limitation of Cost*

FAR CLAUSE NO.	DATE	TITLE
52.232-23	*May 2014*	*Assignment of Claims*
52.232-25	*Jan 2017*	*Prompt Payment*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award, Alternate I (Jun 1985)*
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.242-1	*Apr 1984*	*Notice of Intent to Disallow Costs*
52.242-3	*May 2014*	*Penalties for Unallowable Costs (Over $700,000)*
52.242-4	*Jan 1997*	*Certification of Final Indirect Costs*
52.242-13	*Jul 1995*	*Bankruptcy (Over the Simplified Acquisition Threshold)*
52.243-2	*Aug 1987*	*Changes - Cost Reimbursement*
52.244-2	*Oct 2010*	*Subcontracts (Over the Simplified Acquisition Threshold), Alternate I (June 2007)*
52.244-5	*Dec 1996*	*Competition in Subcontracting (Over the Simplified Acquisition Threshold)*
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.245-1	*Jan 2017*	*Government Property*
52.245-9	*Apr 2012*	*Use and Charges*
52.249-6	*May 2004*	*Termination (Cost-Reimbursement)*
52.249-14	*Apr 1984*	*Excusable Delays*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE NO.	DATE	TITLE
352.203-70	*Dec 2015*	*Anti-Lobbying*
352.222-70	*Dec 2015*	*Contractor Cooperation in Equal Employment Opportunity Investigations*
352.227-70	*Dec 2015*	*Publications and Publicity*
352.233-71	*Dec 2015*	*Litigation and Claims*
352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A NEGOTIATED COST-REIMBURSEMENT SUPPLY CONTRACT- Rev. 03/2021].

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ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACT

This contract incorporates the following 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 as follows: FAR Clauses at:

http://www.acquisition.gov/far/ . *HHSAR Clauses at:*
http://www.hhs.gov/policies/hhsar/subpart352.html .

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*
52.203-3	*Apr 1984*	*Gratuities (Over the Simplified Acquisition Threshold)*
52.203-5	*May 2014*	*Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)*
52.203-6	*Jun 2020*	*Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)*
52.203-7	*Jun 2020*	*Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)*
52.203-8	*May 2014*	*Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-10	*May 2014*	*Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
52.203-19	*Jan 2017*	*Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*
52.204-4	*May 2011*	*Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)*
52.204-10	*Jun 2020*	*Reporting Executive Compensation and First-Tier Subcontract Awards*
52.204-13	*Oct 2018*	*System for Award Management Maintenance*
52.204-25	*Aug 2020*	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*
52.209-6	*Jun 2020*	*Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment*
52.215-2	*Jun 2020*	*Audit and Records - Negotiation*
52.215-8	*Oct 1997*	*Order of Precedence - Uniform Contract Format*
52.215-10	*Aug 2011*	*Price Reduction for Defective Certified Cost or Pricing Data (Over $750,000)*
52.215-12	*Aug 2020*	*Subcontractor Certified Cost or Pricing Data*
52.215-14	*Jun 2020*	*Integrity of Unit Prices (Over the Simplified Acquisition Threshold)*
52.215-15	*Oct 2010*	*Pension Adjustments and Asset Reversions (Over $750,000)*
52.215-18	*Jul 2005*	*Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions*
52.215-19	*Oct 1997*	*Notification of Ownership Changes*
52.215-21	*Jun 2020*	*Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications*
52.219-8	*Aug 2018*	*Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)*

FAR CLAUSE NO.	DATE	TITLE
52.219-9	*Jun 2020*	*Small Business Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.219-14	*Mar 2020*	*Limitations on Subcontracting*
52.219-16	*Jan 1999*	*Liquidated Damages - Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.222-3	*Jun 2003*	*Convict Labor*
52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-40	*Dec 2010*	*Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*
52.225-1	*Jan 2021*	*Buy American - Supplies*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
52.227-1	*Dec 2007*	*Authorization and Consent, Alternate I (Apr 1984)*
52.227-2	*Jun 2020*	*Notice and Assistance Regarding Patent and Copyright Infringement*
52.227-11	*May 2014*	*Patent Rights - Ownership by the Contractor (Note: In accordance with FAR 27.303(b)(2), paragraph (e) is modified to include the requirements in FAR 27.303(b)(2)(i) through (iv). The frequency of reporting in (i) is annual.*
52.227-14	*May 2014*	*Rights in Data - General*
52.229-3	*Feb 2013*	*Federal, State and Local Taxes (Over the Simplified Acquisition Threshold)*
52.229-4	*Feb 2013*	*Federal, State, and Local Taxes (State and Local Adjustments) (Over the Simplified Acquisition Threshold)*
52.232-2	*Apr 1984*	*Payments under Fixed-Price Research and Development Contracts*
52.232-9	*Apr 1984*	*Limitation on Withholding of Payments*
52.232-17	*May 2014*	*Interest (Over the Simplified Acquisition Threshold)*
52.232-23	*May 2014*	*Assignment of Claims*
52.232-25	*Jan 2017*	*Prompt Payment*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award*
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.242-13	*Jul 1995*	*Bankruptcy (Over the Simplified Acquisition Threshold)*
52.243-1	*Aug 1987*	*Changes - Fixed Price, Alternate V (Apr 1984)*
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.246-23	*Feb 1997*	*Limitation of Liability (Over the Simplified Acquisition Threshold)*

FAR CLAUSE NO.	DATE	TITLE
52.249-2	*Apr 2012*	*Termination for the Convenience of the Government (Fixed-Price)*
52.249-9	*Apr 1984*	*Default (Fixed-Price Research and Development)(Over the Simplified Acquisition Threshold)*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE NO.	DATE	TITLE
352.203-70	*Dec 2015*	*Anti-Lobbying*
352.222-70	*Dec 2015*	*Contractor Cooperation in Equal Employment Opportunity Investigations*
352.227-70	*Dec 2015*	*Publications and Publicity*
352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACT- Rev. 03/2021].

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ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE SERVICE CONTRACT

This contract incorporates the following 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 as follows: FAR Clauses at: http://www.acquisition.gov/far/ *. HHSAR Clauses at:* http://www.hhs.gov/policies/hhsar/subpart352.html *.*

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*
52.203-3	*Apr 1984*	*Gratuities (Over the Simplified Acquisition Threshold)*
52.203-5	*May 2014*	*Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)*
52.203-6	*Jun 2020*	*Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)*
52.203-7	*Jun 2020*	*Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)*
52.203-8	*May 2014*	*Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-10	*May 2014*	*Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*

FAR CLAUSE NO.	DATE	TITLE
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
52.203-19	*Jan 2017*	*Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*
52.204-4	*May 2011*	*Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)*
52.204-10	*Jun 2020*	*Reporting Executive Compensation and First-Tier Subcontract Awards*
52.204-13	*Oct 2018*	*System for Award Management Maintenance*
52.204-25	*Aug 2020*	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*
52.209-6	*Jun 2020*	*Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment*
52.215-2	*Jun 2020*	*Audit and Records - Negotiation*
52.215-8	*Oct 1997*	*Order of Precedence - Uniform Contract Format*
52.215-10	*Aug 2011*	*Price Reduction for Defective Certified Cost or Pricing Data (Over $750,000)*
52.215-12	*Aug 2020*	*Subcontractor Certified Cost or Pricing Data*
52.215-15	*Oct 2010*	*Pension Adjustments and Asset Reversions (Over $750,000)*
52.215-18	*Jul 2005*	*Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions*
52.215-19	*Oct 1997*	*Notification of Ownership Changes*
52.215-21	*Jun 2020*	*Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications*
52.219-8	*Aug 2018*	*Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)*
52.219-9	*Jun 2020*	*Small Business Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.219-14	*Mar 2020*	*Limitations on Subcontracting*
52.219-16	*Jan 1999*	*Liquidated Damages - Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.222-3	*Jun 2003*	*Convict Labor*
52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-40	*Dec 2010*	*Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*

FAR CLAUSE NO.	DATE	TITLE
52.225-1	*Jan 2021*	*Buy American - Supplies*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
52.227-1	*Jun 2020*	*Authorization and Consent*
52.227-2	*Jun 2020*	*Notice and Assistance Regarding Patent and Copyright Infringement*
52.229-3	*Feb 2013*	*Federal, State and Local Taxes (Over the Simplified Acquisition Threshold)*
52.229-4	*Feb 2013*	*Federal, State, and Local Taxes (State and Local Adjustments) (Over the Simplified Acquisition Threshold)*
52.232-1	*Apr 1984*	*Payments*
52.232-8	*Feb 2002*	*Discounts for Prompt Payment*
52.232-9	*Apr 1984*	*Limitation on Withholding of Payments*
52.232-11	*Apr 1984*	*Extras*
52.232-17	*May 2014*	*Interest (Over the Simplified Acquisition Threshold)*
52.232-23	*May 2014*	*Assignment of Claims*
52.232-25	*Jan 2017*	*Prompt Payment*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award*
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.242-13	*Jul 1995*	*Bankruptcy (Over the Simplified Acquisition Threshold)*
52.243-1	*Aug 1987*	*Changes - Fixed-Price, Alternate I (Apr 1984)*
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.246-25	*Feb 1997*	*Limitation of Liability - Services (Over the Simplified Acquisition Threshold)*
52.249-4	*Apr 1984*	*Termination for Convenience of the Government (Services) (Short Form)*
52.249-8	*Apr 1984*	*Default (Fixed-Price Supply and Service)(Over the Simplified Acquisition Threshold)*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE NO.	DATE	TITLE
352.203-70	*Dec 2015*	*Anti-Lobbying*
352.222-70	*Dec 2015*	*Contractor Cooperation in Equal Employment Opportunity Investigations*
352.227-70	*Dec 2015*	*Publications and Publicity*
352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE SERVICE CONTRACT- Rev. 03/2021].

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ARTICLE I.1. GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE SUPPLY CONTRACT

This contract incorporates the following 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 as follows: FAR Clauses at: http://www.acquisition.gov/far/ *. HHSAR Clauses at:* http://www.hhs.gov/policies/hhsar/subpart352.html .

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*
52.203-3	*Apr 1984*	*Gratuities (Over the Simplified Acquisition Threshold)*
52.203-5	*May 2014*	*Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)*
52.203-6	*Jun 2020*	*Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)*
52.203-7	*Jun 2020*	*Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)*
52.203-8	*May 2014*	*Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-10	*May 2014*	*Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
52.203-19	*Jan 2017*	*Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*
52.204-4	*May 2011*	*Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)*
52.204-10	*Jun 2020*	*Reporting Executive Compensation and First-Tier Subcontract Awards*
52.204-13	*Oct 2018*	*System for Award Management Maintenance*
52.204-25	*Aug 2020*	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*
52.209-6	*Jun 2020*	*Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment*
52.211-5	*Aug 2000*	*Material Requirements*
52.215-2	*Jun 2020*	*Audit and Records - Negotiation*
52.215-8	*Oct 1997*	*Order of Precedence - Uniform Contract Format*
52.215-10	*Aug 2011*	*Price Reduction for Defective Certified Cost or Pricing Data (Over $750,000)*
52.215-12	*Aug 2020*	*Subcontractor Certified Cost or Pricing Data*
52.215-14	*Jun 2020*	*Integrity of Unit Prices (Over the Simplified Acquisition Threshold)*
52.215-15	*Oct 2010*	*Pension Adjustments and Asset Reversions (Over $750,000)*

FAR CLAUSE NO.	DATE	TITLE
52.215-18	*Jul 2005*	*Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions*
52.215-19	*Oct 1997*	*Notification of Ownership Changes*
52.215-21	*Jun 2020*	*Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications*
52.219-8	*Aug 2018*	*Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)*
52.219-9	*Jun 2020*	*Small Business Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.219-14	*Mar 2020*	*Limitations on Subcontracting*
52.219-16	*Jan 1999*	*Liquidated Damages - Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.222-4	*May 2018*	*Contract Work Hours and Safety Standards - Overtime Compensation (Over $150,000)*
52.222-19	*Jan 2020*	*Child Labor--Cooperation with Authorities and Remedies*
52.222-20	*Jun 2020*	*Contracts for Materials, Supplies, Articles, and Equipment*
52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-40	*Dec 2010*	*Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*
52.225-1	*Jan 2021*	*Buy American - Supplies*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
52.227-1	*Jun 2020*	*Authorization and Consent*
52.227-2	*Jun 2020*	*Notice and Assistance Regarding Patent and Copyright Infringement*
52.229-3	*Feb 2013*	*Federal, State and Local Taxes (Over the Simplified Acquisition Threshold)*
52.229-4	*Feb 2013*	*Federal, State, and Local Taxes (State and Local Adjustments) (Over the Simplified Acquisition Threshold)*
52.232-1	*Apr 1984*	*Payments*
52.232-8	*Feb 2002*	*Discounts for Prompt Payment*
52.232-9	*Apr 1984*	*Limitation on Withholding of Payments*
52.232-11	*Apr 1984*	*Extras*
52.232-17	*May 2014*	*Interest (Over the Simplified Acquisition Threshold)*
52.232-23	*May 2014*	*Assignment of Claims*
52.232-25	*Jan 2017*	*Prompt Payment*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*

FAR CLAUSE NO.	DATE	TITLE
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award*
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.242-13	*Jul 1995*	*Bankruptcy (Over the Simplified Acquisition Threshold)*
52.243-1	*Aug 1987*	*Changes - Fixed-Price*
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.249-2	*Apr 2012*	*Termination for the Convenience of the Government (Fixed-Price)*
52.249-8	*Apr 1984*	*Default (Fixed-Price Supply and Service)(Over the Simplified Acquisition Threshold)*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE NO.	DATE	TITLE
352.203-70	*Dec 2015*	*Anti-Lobbying*
352.222-70	*Dec 2015*	*Contractor Cooperation in Equal Employment Opportunity Investigations*
352.227-70	*Dec 2015*	*Publications and Publicity*
352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A NEGOTIATED FIXED-PRICE SUPPLY CONTRACT- Rev. 03/2021].

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ARTICLE I.1. GENERAL CLAUSES FOR A SEALED BID CONSTRUCTION CONTRACT

This contract incorporates the following 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 as follows: FAR Clauses at: http://www.acquisition.gov/far/ *. HHSAR Clauses at:* http://www.hhs.gov/policies/hhsar/subpart352.html *.*

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*
52.203-3	*Apr 1984*	*Gratuities (Over the Simplified Acquisition Threshold)*
52.203-5	*May 2014*	*Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)*
52.203-6	*Jun 2020*	*Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)*
52.203-7	*Jun 2020*	*Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)*

FAR CLAUSE NO.	DATE	TITLE
52.203-8	*May 2014*	*Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-10	*May 2014*	*Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
52.203-19	*Jan 2017*	*Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*
52.204-4	*May 2011*	*Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)*
52.204-10	*Jun 2020*	*Reporting Executive Compensation and First-Tier Subcontract Awards*
52.204-13	*Oct 2018*	*System for Award Management Maintenance*
52.204-25	*Aug 2020*	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*
52.209-6	*Jun 2020*	*Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment*
52.214-26	*Jun 2020*	*Audit and Records - Sealed Bidding*
52.214-27	*Jun 2020*	*Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding (Over $750,000)*
52.214-28	*Jun 2020*	*Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding (Over $750,000)*
52.214-29	*Jan 1986*	*Order of Precedence - Sealed Bidding*
52.215-21	*Jun 2020*	*Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications*
52.216-7	*Jun 2013*	*Allowable Cost and Payment, Alternate I (Feb 1997)*
52.219-8	*Aug 2018*	*Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)*
52.219-9	*Oct 2015*	*Small Business Subcontracting Plan (Over $750,000, $1.5 million for Construction), Alternate I (Oct 2001)*
52.219-14	*Mar 2020*	*Limitations on Subcontracting*
52.219-16	*Jan 1999*	*Liquidated Damages - Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.222-3	*Jun 2003*	*Convict Labor*
52.222-4	*May 2018*	*Contract Work Hours and Safety Standards - Overtime Compensation (Over $150,000)*
52.222-6	*Aug 2018*	*Construction Wage Rate Requirements*
52.222-7	*May 2014*	*Withholding of Funds*
52.222-8	*Aug 2018*	*Payrolls and Basic Records*
52.222-9	*Jul 2005*	*Apprentices and Trainees*
52.222-10	*Feb 1988*	*Compliance with Copeland Act Requirements*

FAR CLAUSE NO.	DATE	TITLE
52.222-11	*May 2014*	*Subcontracts (Labor Standards)*
52.222-12	*May 2014*	*Contract Termination - Debarment*
52.222-13	*May 2014*	*Compliance with Construction Wage Rate Requirements and Related Regulations*
52.222-14	*Feb 1988*	*Disputes Concerning Labor Standards*
52.222-15	*May 2014*	*Certification of Eligibility*
52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-27	*Apr 2015*	*Affirmative Action Compliance Requirements for Construction*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-40	*Dec 2010*	*Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-5	*May 2011*	*Pollution Prevention and Right-to-Know Information*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
52.227-1	*Jun 2020*	*Authorization and Consent*
52.227-2	*Jun 2020*	*Notice and Assistance Regarding Patent and Copyright Infringement*
52.227-4	*Dec 2007*	*Patent Indemnity - Construction Contracts*
52.228-1	*Sep 1996*	*Bid Guarantee - The amount of the bid guarantee shall be ___ percent of the bid price or $_____ whichever is less.*
52.228-2	*Oct 1997*	*Additional Bond Security*
52.228-5	*Jan 1997*	*Insurance - Work on a Government Installation (Over the Simplified Acquisition Threshold)*
52.228-11	*Feb 2021*	*Individual Surety - Pledge of Assets*
52.228-14	*Nov 2014*	*Irrevocable Letter of Credit*
52.228-15	*Jun 2020*	*Performance and Payment Bonds - Construction (Over $150,000)*
52.229-3	*Feb 2013*	*Federal, State and Local Taxes (Over the Simplified Acquisition Threshold)*
52.229-4	*Feb 2013*	*Federal, State, and Local Taxes (State and Local Adjustments) (Over the Simplified Acquisition Threshold)*
52.232-5	*May 2014*	*Payments Under Fixed-Price Construction Contracts*
52.232-17	*May 2014*	*Interest (Over the Simplified Acquisition Threshold)*
52.232-23	*May 2014*	*Assignment of Claims*
52.232-27	*Jan 2017*	*Prompt Payment for Construction Contracts*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award*

FAR CLAUSE NO.	DATE	TITLE
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.236-1	*Apr 1984*	*Performance of Work by the Contractor (Over $1,500,000) The Contractor shall perform on the site, and with its own organization, work equivalent to at least ___% of the total amount of work to be performed under the contract.*
52.236-2	*Apr 1984*	*Differing Site Conditions (Over the Simplified Acquisition Threshold)*
52.236-3	*Apr 1984*	*Site Investigations and Conditions Affecting the Work (Over the Simplified Acquisition Threshold)*
52.236-5	*Apr 1984*	*Material and Workmanship*
52.236-6	*Apr 1984*	*Superintendence by the Contractor (Over the Simplified Acquisition Threshold)*
52.236-7	*Nov 1991*	*Permits and Responsibilities*
52.236-8	*Apr 1984*	*Other Contracts (Over the Simplified Acquisition Threshold)*
52.236-9	*Apr 1984*	*Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements (Over the Simplified Acquisition Threshold)*
52.236-10	*Apr 1984*	*Operations and Storage Areas (Over the Simplified Acquisition Threshold)*
52.236-11	*Apr 1984*	*Use and Possession Prior to Completion (Over the Simplified Acquisition Threshold)*
52.236-12	*Apr 1984*	*Cleaning Up (Over the Simplified Acquisition Threshold)*
52.236-13	*Nov 1991*	*Accident Prevention (Over the Simplified Acquisition Threshold)*
52.236-14	*Apr 1984*	*Availability and Use of Utility Services*
52.236-15	*Apr 1984*	*Schedules for Construction Contracts (Over the Simplified Acquisition Threshold)*
52.236-17	*Apr 1984*	*Layout of Work*
52.236-21	*Feb 1997*	*Specifications and Drawings for Construction (Over the Simplified Acquisition Threshold)*
52.236-26	*Feb 1995*	*Preconstruction Conference*
52.242-13	*Jul 1995*	*Bankruptcy (Over the Simplified Acquisition Threshold)*
52.242-14	*Apr 1984*	*Suspension of Work*
52.243-4	*Jun 2007*	*Changes (Over the Simplified Acquisition Threshold)*
52.243-5	*Apr 1984*	*Changes and Changed Conditions (Not to exceed the Simplified Acquisition Threshold)*
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.246-12	*Aug 1996*	*Inspection of Construction (Over the Simplified Acquisition Threshold)*
52.248-3	*Oct 2020*	*Value Engineering - Construction (Over the Simplified Acquisition Threshold)*
52.249-2	*Apr 2012*	*Termination for Convenience of the Government (Fixed-Price), Alternate I (Sep 1996)*
52.249-10	*Apr 1984*	*Default (Fixed-Price Construction)*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE NO.	DATE	TITLE
352.203-70	*Dec 2015*	*Anti-Lobbying*
352.222-70	*Dec 2015*	*Contractor Cooperation in Equal Employment Opportunity Investigations*
352.227-70	*Dec 2015*	*Publications and Publicity*
352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A SEALED BID CONSTRUCTION CONTRACT- Rev. 03/2021].

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ARTICLE I.1. GENERAL CLAUSES FOR A SEALED BID SERVICE CONTRACT

This contract incorporates the following 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 as follows: FAR Clauses at: http://www.acquisition.gov/far/ *. HHSAR Clauses at:* http://www.hhs.gov/policies/hhsar/subpart352.html *.*

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*
52.203-3	*Apr 1984*	*Gratuities (Over the Simplified Acquisition Threshold)*
52.203-5	*May 2014*	*Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)*
52.203-6	*Jun 2020*	*Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)*
52.203-7	*Jun 2020*	*Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)*
52.203-8	*May 2014*	*Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-10	*May 2014*	*Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
52.203-19	*Jan 2017*	*Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*
52.204-4	*May 2011*	*Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)*
52.204-10	*Jun 2020*	*Reporting Executive Compensation and First-Tier Subcontract Awards*
52.204-13	*Oct 2018*	*System for Award Management Maintenance*
52.204-25	*Aug 2020*	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*

FAR CLAUSE NO.	DATE	TITLE
52.209-6	*Jun 2020*	*Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment*
52.214-26	*Jun 2020*	*Audit and Records - Sealed Bidding*
52.214-27	*Jun 2020*	*Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding (Over $750,000)*
52.214-28	*Jun 2020*	*Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding (Over $750,000)*
52.214-29	*Jan 1986*	*Order of Precedence - Sealed Bidding*
52.215-21	*Jun 2020*	*Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications*
52.219-8	*Aug 2018*	*Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)*
52.219-9	*Oct 2015*	*Small Business Subcontracting Plan (Over $750,000, $1.5 million for Construction), Alternate I (Oct 2001)*
52.219-14	*Mar 2020*	*Limitations on Subcontracting*
52.219-16	*Jan 1999*	*Liquidated Damages - Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.222-3	*Jun 2003*	*Convict Labor*
52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-40	*Dec 2010*	*Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*
52.225-1	*Jan 2021*	*Buy American - Supplies*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
52.227-1	*Jun 2020*	*Authorization and Consent*
52.227-2	*Jun 2020*	*Notice and Assistance Regarding Patent and Copyright Infringement*
52.229-3	*Feb 2013*	*Federal, State and Local Taxes (Over the Simplified Acquisition Threshold)*
52.229-4	*Feb 2013*	*Federal, State, and Local Taxes (State and Local Adjustments) (Over the Simplified Acquisition Threshold)*
52.232-1	*Apr 1984*	*Payments*
52.232-8	*Feb 2002*	*Discounts for Prompt Payment*
52.232-9	*Apr 1984*	*Limitation on Withholding of Payments*
52.232-11	*Apr 1984*	*Extras*
52.232-17	*May 2014*	*Interest (Over the Simplified Acquisition Threshold)*
52.232-23	*May 2014*	*Assignment of Claims*

FAR CLAUSE NO.	DATE	TITLE
52.232-25	*Jan 2017*	*Prompt Payment*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award*
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.242-13	*Jul 1995*	*Bankruptcy (Over the Simplified Acquisition Threshold)*
52.243-1	*Aug 1987*	*Changes - Fixed-Price, Alternate I (Apr 1984)*
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.246-25	*Feb 1997*	*Limitation of Liability - Services (Over the Simplified Acquisition Threshold)*
52.249-4	*Apr 1984*	*Termination for Convenience of the Government (Services) (Short Form)*
52.249-8	*Apr 1984*	*Default (Fixed-Price Supply and Service)(Over the Simplified Acquisition Threshold)*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

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352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A SEALED BID SERVICE CONTRACT- Rev. 03/2021].

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ARTICLE I.1. GENERAL CLAUSES FOR A SEALED BID SUPPLY CONTRACT

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52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*
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52.203-5	*May 2014*	*Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)*

FAR CLAUSE NO.	DATE	TITLE
52.203-6	*Jun 2020*	*Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)*
52.203-7	*Jun 2020*	*Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)*
52.203-8	*May 2014*	*Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-10	*May 2014*	*Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
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52.204-25	*Aug 2020*	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*
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52.211-5	*Aug 2000*	*Material Requirements*
52.214-26	*Jun 2020*	*Audit and Records - Sealed Bidding*
52.214-27	*Jun 2020*	*Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding (Over $750,000)*
52.214-28	*Jun 2020*	*Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding (Over $750,000)*
52.214-29	*Jan 1986*	*Order of Precedence - Sealed Bidding*
52.215-21	*Jun 2020*	*Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications*
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52.219-16	*Jan 1999*	*Liquidated Damages - Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.222-19	*Jan 2020*	*Child Labor--Cooperation with Authorities and Remedies*
52.222-20	*Jun 2020*	*Contracts for Materials, Supplies, Articles, and Equipment*
52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*

FAR CLAUSE NO.	DATE	TITLE
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-40	*Dec 2010*	*Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*
52.225-1	*Jan 2021*	*Buy American - Supplies*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
52.227-1	*Jun 2020*	*Authorization and Consent*
52.227-2	*Jun 2020*	*Notice and Assistance Regarding Patent and Copyright Infringement*
52.229-3	*Feb 2013*	*Federal, State and Local Taxes (Over the Simplified Acquisition Threshold)*
52.229-4	*Feb 2013*	*Federal, State, and Local Taxes (State and Local Adjustments) (Over the Simplified Acquisition Threshold)*
52.232-1	*Apr 1984*	*Payments*
52.232-8	*Feb 2002*	*Discounts for Prompt Payment*
52.232-9	*Apr 1984*	*Limitation on Withholding of Payments*
52.232-11	*Apr 1984*	*Extras*
52.232-17	*May 2014*	*Interest (Over the Simplified Acquisition Threshold)*
52.232-23	*May 2014*	*Assignment of Claims*
52.232-25	*Jan 2017*	*Prompt Payment*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award*
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.242-13	*Jul 1995*	*Bankruptcy (Over the Simplified Acquisition Threshold)*
52.243-1	*Aug 1987*	*Changes - Fixed-Price*
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.249-2	*Apr 2012*	*Termination for the Convenience of the Government (Fixed-Price)*
52.249-8	*Apr 1984*	*Default (Fixed-Price Supply and Service)(Over the Simplified Acquisition Threshold)*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE NO.	DATE	TITLE
352.203-70	*Dec 2015*	*Anti-Lobbying*
352.222-70	*Dec 2015*	*Contractor Cooperation in Equal Employment Opportunity Investigations*
352.227-70	*Dec 2015*	*Publications and Publicity*

HHSAR CLAUSE NO.	DATE	TITLE
352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A SEALED BID SUPPLY CONTRACT- Rev. 03/2021].

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ARTICLE I.1. GENERAL CLAUSES FOR A TIME AND MATERIAL OR A LABOR HOUR CONTRACT

This contract incorporates the following 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 as follows: FAR Clauses at: http://www.acquisition.gov/far/ *. HHSAR Clauses at:* http://www.hhs.gov/policies/hhsar/subpart352.html *.*

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

FAR CLAUSE NO.	DATE	TITLE
52.202-1	*Jun 2020*	*Definitions (Over the Simplified Acquisition Threshold)*
52.203-3	*Apr 1984*	*Gratuities (Over the Simplified Acquisition Threshold)*
52.203-5	*May 2014*	*Covenant Against Contingent Fees (Over the Simplified Acquisition Threshold)*
52.203-6	*Jun 2020*	*Restrictions on Subcontractor Sales to the Government (Over the Simplified Acquisition Threshold)*
52.203-7	*Jun 2020*	*Anti-Kickback Procedures (Over the Simplified Acquisition Threshold)*
52.203-8	*May 2014*	*Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-10	*May 2014*	*Price or Fee Adjustment for Illegal or Improper Activity (Over the Simplified Acquisition Threshold)*
52.203-12	*Jun 2020*	*Limitation on Payments to Influence Certain Federal Transactions (Over the Simplified Acquisition Threshold)*
52.203-17	*Jun 2020*	*Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Over the Simplified Acquisition Threshold)*
52.203-19	*Jan 2017*	*Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*
52.204-4	*May 2011*	*Printed or Copied Double-Sided on Postconsumer Fiber Content Paper(Over the Simplified Acquisition Threshold)*
52.204-10	*Jun 2020*	*Reporting Executive Compensation and First-Tier Subcontract Awards*
52.204-13	*Oct 2018*	*System for Award Management Maintenance*
52.204-25	*Aug 2020*	*Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*
52.209-6	*Jun 2020*	*Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment*
52.215-2	*Jun 2020*	*Audit and Records - Negotiation*
52.215-8	*Oct 1997*	*Order of Precedence - Uniform Contract Format*

FAR CLAUSE NO.	DATE	TITLE
52.215-10	*Aug 2011*	*Price Reduction for Defective Certified Cost or Pricing Data (Over $750,000)*
52.215-12	*Aug 2020*	*Subcontractor Certified Cost or Pricing Data*
52.215-14	*Jun 2020*	*Integrity of Unit Prices (Over the Simplified Acquisition Threshold)*
52.215-15	*Oct 2010*	*Pension Adjustments and Asset Reversions (Over $750,000)*
52.215-18	*Jul 2005*	*Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions*
52.215-19	*Oct 1997*	*Notification of Ownership Changes*
52.215-21	*Jun 2020*	*Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications*
52.219-8	*Aug 2018*	*Utilization of Small Business Concerns (Over the Simplified Acquisition Threshold)*
52.219-9	*Jun 2020*	*Small Business Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.219-14	*Mar 2020*	*Limitations on Subcontracting*
52.219-16	*Jan 1999*	*Liquidated Damages - Subcontracting Plan (Over $700,000, $1.5 million for Construction)*
52.222-20	*Jun 2020*	*Contracts for Materials, Supplies, Articles, and Equipment*
52.222-21	*Apr 2015*	*Prohibition of Segregated Facilities*
52.222-26	*Sep 2016*	*Equal Opportunity*
52.222-35	*Jun 2020*	*Equal Opportunity for Veterans ($150,000 or more)*
52.222-36	*Jun 2020*	*Equal Opportunity for Workers with Disabilities*
52.222-37	*Jun 2020*	*Employment Reports on Veterans ($150,000 or more)*
52.222-40	*Dec 2010*	*Notification of Employee Rights Under the National Labor Relations Act (Over the Simplified Acquisition Threshold)*
52.222-50	*Oct 2020*	*Combating Trafficking in Persons*
52.222-54	*Oct 2015*	*Employment Eligibility Verification (Over the Simplified Acquisition Threshold)*
52.223-6	*May 2001*	*Drug-Free Workplace*
52.223-18	*Jun 2020*	*Encouraging Contractor Policies to Ban Text Messaging While Driving*
52.225-1	*Jan 2021*	*Buy American - Supplies*
52.225-13	*Feb 2021*	*Restrictions on Certain Foreign Purchases*
52.227-1	*Jun 2020*	*Authorization and Consent*
52.227-2	*Jun 2020*	*Notice and Assistance Regarding Patent and Copyright Infringement*
52.229-3	*Feb 2013*	*Federal, State and Local Taxes (Over the Simplified Acquisition Threshold)*
52.229-4	*Feb 2013*	*Federal, State, and Local Taxes (State and Local Adjustments) (Over the Simplified Acquisition Threshold)*
52.232-7	*Aug 2012*	*Payments under Time-and-Materials and Labor-Hour Contracts*
52.232-8	*Feb 2002*	*Discounts for Prompt Payment*
52.232-9	*Apr 1984*	*Limitation on Withholding of Payments*
52.232-17	*May 2014*	*Interest (Over the Simplified Acquisition Threshold)*
52.232-23	*May 2014*	*Assignment of Claims*
52.232-25	*Jan 2017*	*Prompt Payment*
52.232-33	*Oct 2018*	*Payment by Electronic Funds Transfer--System for Award Management*

FAR CLAUSE NO.	DATE	TITLE
52.232-39	*Jun 2013*	*Unenforceability of Unauthorized Obligations*
52.233-1	*May 2014*	*Disputes*
52.233-3	*Aug 1996*	*Protest After Award*
52.233-4	*Oct 2004*	*Applicable Law for Breach of Contract Claim*
52.242-1	*Apr 1984*	*Notice of Intent to Disallow Costs*
52.242-13	*Jul 1995*	*Bankruptcy (Over the Simplified Acquisition Threshold)*
52.243-3	*Sep 2000*	*Changes - Time-and-Materials and Labor-Hours*
52.244-2	*Oct 2010*	*Subcontracts (Over the Simplified Acquisition Threshold)*
52.244-6	*Jun 2020*	*Subcontracts for Commercial Items*
52.245-1	*Jan 2017*	*Government Property*
52.245-9	*Apr 2012*	*Use and Charges*
52.249-6	*May 2004*	*Termination (Cost-Reimbursement), Alternate IV (Sep 1996)*
52.249-14	*Apr 1984*	*Excusable Delays*
52.253-1	*Jan 1991*	*Computer Generated Forms*

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CFR CHAPTER 3) CLAUSES:

HHSAR CLAUSE NO.	DATE	TITLE
352.203-70	*Dec 2015*	*Anti-Lobbying*
352.222-70	*Dec 2015*	*Contractor Cooperation in Equal Employment Opportunity Investigations*
352.227-70	*Dec 2015*	*Publications and Publicity*
352.233-71	*Dec 2015*	*Litigation and Claims*
352.237-75	*Dec 2015*	*Key Personnel*

[End of GENERAL CLAUSES FOR A TIME AND MATERIAL OR A LABOR HOUR CONTRACT - Rev. 03/2021].

398

****(USE BELOW IN ALL CONTRACTS.)****

ARTICLE I.2. AUTHORIZED SUBSTITUTION OF CLAUSES

ARTICLE I.1. of this SECTION is hereby modified as follows:

393

399

****(USE BELOW WHEN THE CONTRACTOR IS NOT REQUIRED TO REGISTER IN THE SAM BASED ON ONE OF THE EXCEPTIONS LISTED AT FAR 4.1102(a). **Note:** *This item consists of two substitutions* .)****

a. *FAR Clause **52.204-13, System for Award Management Maintenance** (Oct 2018) is deleted in its entirety and FAR Clause **52.204-12, Unique Entity Identifier Maintenance** (Oct 2018) is substituted therefor.*

*FAR Clause **52.232-33, Payment By Electronic Funds Transfer--System for Award Management** (July 2013) is deleted in its entirety and FAR Clause **52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management** (July 2013) is substituted therefor.*

400

****(USE BELOW WHEN CONTRACTING BY SEALED BIDDING, IN ALL SOLICITATIONS AND CONTRACTS, IF THE ACQUISITION WILL USE RECOVERY ACT FUNDS.)****

b. ***Alternate I** (March 2009) of FAR Clause **52.214-26, Audit and Records--Sealed Bidding** (October 2010) is added.*

401

****(USE BELOW WHEN CONTRACTING BY NEGOTIATION, IN ALL SOLICITATIONS AND CONTRACTS, IF THE ACQUISITION WILL USE RECOVERY ACT FUNDS.)****

c. ***Alternate I** (March 2009) of FAR Clause **52.215-2, Audit and Records--Negotiation** (June 2020) is added.*

402

****(USE BELOW FOR COST REIMBURSEMENT CONTRACTS OVER THE SIMPLIFIED ACQUISITION THRESHOLD WHEN THE CONTRACT IS WITH A STATE AND LOCAL GOVERNMENT, EDUCATIONAL INSTITUTIONS AND OTHER NONPROFIT ORGANIZATIONS.)****

d. ***Alternate II** (August 2016) of FAR Clause **52.215-2, Audit and Records--Negotiation** (June 2020) is added.*

403

****(USE BELOW WHEN THE CONTRACT IS OVER THE SIMPLIFIED ACQUISITION THRESHOLD **AND** IS BEING AWARDED WITHOUT ADEQUATE PRICE COMPETITION **UNLESS** 52.215-14 IS NOT APPLICABLE IN ACCORDANCE WITH FAR 15.408(f).)****

e. **Alternate I** (October 1997) of FAR Clause **52.215-14, Integrity of Unit Prices** (June 2020) is added.

404

****(USE BELOW IN NEGOTIATED SOLICITATIONS AND CONTRACTS WHERE CERTIFIED COST OR PRICING DATA WILL **NOT** BE REQUIRED, **AND** FOR WHICH ANY PREAWARD OR POSTAWARD COST DETERMINATION WILL **NOT** BE SUBJECT TO FAR SUBPART 31.)****

f. FAR Clauses **52.215-15, Pension Adjustments and Asset Reversions** (October 2010); **52.215-18, Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions** (July 2005); and, **52.215-19** , **Notification of Ownership Changes** (October 1997), are deleted in their entirety.

405

****(USE BELOW IN COST-REIMBURSEMENT CONTRACTS VALUED OVER THE SIMPLIFIED ACQUISITION THRESHOLD.

Note : *May be used when the contracting officer determines that inclusion of the clause is appropriate. For further information, see FAR 15.408(n)).* ****

g. *FAR Clause **52.215-23, Limitations on Pass-Through Charges** (June 2020), is added.*

406

****(USE BELOW WHEN CERTIFIED COST OR PRICING DATA ARE NOT EXPECTED TO BE REQUIRED BECAUSE AN EXCEPTION MAY APPLY, BUT THE CONTRACTING OFFICER DETERMINES THAT DATA OTHER THAN CERTIFIED COST OR PRICING DATA WILL BE REQUIRED AS DESCRIBED IN FAR 15.403-3.)****

h. ***Alternate IV** (October 2010) of FAR Clause **52.215-21, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Modifications** (June 2020) is added.*

407

****(USE BELOW WHEN THE CONTRACTING OFFICER DETERMINES THAT THE PROSPECTIVE CONTRACTOR HAS DEMONSTRATED THAT ITS FUNCTIONS PROVIDE ADDED VALUE TO THE CONTRACTING EFFORT AND THERE ARE NO EXCESSIVE PASS-THROUGH CHARGES.)****

i. **Alternate I** (October 2009) of FAR Clause **52.215-23, Limitations on Pass-Through Charges** (October 2009), is added.

408

****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN A COST-PLUS-INCENTIVE-FEE IS CONTEMPLATED.)****

j. FAR Clause **52.216-8, Fixed Fee** (June 2011) is deleted in its entirety and FAR Clause **52.216-10, Incentive Fee** (June 2011) is substituted therefor.

409

****(USE BELOW WHEN THE ACQUISITION:
1. Has been Set-Aside for Small Business (except for contracts awarded under the SBIR Program); OR,
2. Is an 8(a) Acquisition; OR,
3. Is LESS THAN $700,000 [$1.5 million FOR CONSTRUCTION OF PUBLIC FACILITY]; OR,
4. When FAR 19.705-2 Applies.)****

k. FAR Clauses **52.219-9, Small Business Subcontracting Plan** (June 2020), and **52.219-16, Liquidated Damages--Subcontracting Plan** (January 1999) are deleted in their entirety.

410

****(USE BELOW IF THE CONTRACT IS WITH A STATE OR LOCAL GOVERNMENT.)****

l. **Alternate III** (August 2012), FAR Clause **52.216-7, Allowable Cost And Payment** (June 2013), is added.

411

****(USE BELOW IN SOLICITATIONS THAT REQUIRE SUBMISSION OF THE SUBCONTRACTING PLAN WITH THE INITIAL PROPOSAL IN ACCORDANCE WITH FAR 19.705-2(d). **Note:** *Include this item if using the basic FAR Clause 52.215-1, i.e. award without discussions* .)****

m. **Alternate II** (November 2016) of FAR Clause **52.219-9, Small Business Subcontracting Plan** (June 2020) is added.

412

****(USE BELOW IF THE CONTRACT IS WITH A STATE OR LOCAL GOVERNMENT EXEMPTED UNDER OMB CIRCULAR NO. A-122. **Note** : *This circular has been incorporated into Title 2 CFR, Appendix VIII to Part 200-Nonprofit Organizations Exempted From Subpart E-Cost Principles of Part 200* .)****

n. **Alternate IV** (August 2012) of FAR Clause **52.216-7, Allowable Cost and Payment** (June 2013), is added.

413

****(USE BELOW, IN A COST-REIMBURSEMENT CONTRACT WITH A COMMERCIAL CONTRACTOR **NOT** RECEIVING A FEE.)****

o. FAR Clause **52.216-8, Fixed Fee** (June 2011), is deleted in its entirety and FAR Clause **52.216-11, Cost Contract--No Fee** (April 1984) is substituted therefor.

414

****(USE BELOW WHEN THE CONTRACT ACTION WILL NOT BE REPORTED IN THE FEDERAL PROCUREMENT DATA SYSTEM (FPDS) PURSUANT TO FAR SUBPART 4.606(c)(5), e.g., reporting of the information would compromise national security.)****

p. **Alternate III** (June 2020) of FAR Clause **52.219-9** , **Small Business Subcontracting Plan** (June 2020) is added.

415

****(USE BELOW IN A COST-REIMBURSEMENT R&D CONTRACT WITH AN EDUCATIONAL INSTITUTION OR NonPROFIT ORGANIZATION **NOT** RECEIVING A FEE **IF** THE CO DETERMINES THAT WITHHOLDING A PORTION OF ALLOWABLE COSTS IS NOT REQUIRED.)****

q. **Alternate I** of FAR Clause **52.216-11, Cost Contract--No Fee** (April 1984), is added.

416

****(USE BELOW IN SOLICITATIONS AND CONTRACTS UNDER THE SIMPLIFIED ACQUISITION THRESHOLD; WHEN CONTRACT WORK WILL BE PERFORMED EXCLUSIVELY OUTSIDE OF THE UNITED STATES; OR WHEN THE ACQUISITION WILL BE COVERED (IN ITS ENTIRETY) BY AN EXEMPTION GRANTED BY THE SECRETARY. See FAR 22.1603(b) for more information.)****

r. FAR Clause **52.222-40, Notification of Employee Rights Under the National Labor Relations Act** (December 2010) is deleted in its entirety.

417

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR:

- Awards NOT expected to exceed the simplified acquisition threshold; **or**
- Work performed outside the United States; **or**
- A Period of Performance of less than 120 days; **or**
- Commercially available off-the-shelf (COTS) items; items that would be COTS items, but for minor modifications; or items that would be COTS items if they were not bulk cargo; **or**
- Commercial Services that are: Part of the purchase of a COTS item; performed by the COTS provider; and are normally provided for that COTS item.

For additional information about this item see FAR 22.1803.)****

s. FAR Clause **52.222-54, Employment Eligibility Verification** (October 2015) is deleted in its entirety.

418

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR SUPPLIES OR SERVICES INVOLVING THE FURNISHING OF SUPPLIES WITH A COST EXCEEDING $25,000 BUT LESS THAN $202,000, **EXCEPT** , FOR SMALL BUSINESSES. **Note** *: See FAR 25.401 for a complete list of exemptions* .

ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. If the contract value is $25,000 or more but less than $50,000 you MUST include this clause WITH its Alternate I.
2. If the contract is $50,000 or more but less than $77,494 you MUST include this clause WITH its Alternate II.
3. If the contract value is $77,494 or more but is less than $100,000 use this clause WITH its Alternate III.)****

t. FAR Clause **52.225-1, Buy American--Supplies** (May 2014) is deleted in its entirety and FAR Clause **52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act** (May 2014) is substituted therefor.

Alternate I (May 2014) [is/is not] applicable to this contract.

Alternate II (May 2014) [is/is not] applicable to this contract.

Alternate III (May 2014) [is/is not] applicable to this contract.

419

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR SUPPLIES OR SERVICES INVOLVING THE FURNISHING OF SUPPLIES WITH A COST VALUED AT $202,000 OR MORE, **IF** , THE TRADE AGREEMENTS ACT APPLIES. **Note:** *See FAR 25.401 and 25.403 for exception and applicability criteria* .)****

u. FAR Clause **52.225-1, Buy American--Supplies** (May 2014) is deleted in its entirety and FAR Clause **52.225-5, Trade Agreements** (October 2016) is substituted therefor.

420

****(USE BELOW IN **NON-R&D** CONTRACTS WITH EDUCATIONAL INSTITUTIONS AND/OR NONPROFIT ORGANIZATIONS. **Note:** *Selection of this item deletes three Alternates and one clause since FAR prescribes their use for R&D requirements* .)****

v. **Alternate I** (April 1984), of FAR Clause **52.227-1, Authorization and Consent** (June 2020) is deleted in its entirety.

FAR Clause **52.227-11, Patent Rights--Ownership by the Contractor** (May 2014) is deleted in its entirety.

Alternate IV (December 2007), of FAR Clause **52.227-14, Rights in Data--General** (May 2014) is deleted in its entirety.

Alternate II (April 2012), of FAR Clause **52.245-1, Government Property** (January 2017) is deleted in its entirety.

421

****(USE BELOW WHEN BOTH COMPLETE CONTRACT PERFORMANCE AND DELIVERY ARE OUTSIDE OF THE UNITED STATES.)****

w. FAR Clause **52.227-1, Authorization and Consent** (June 2020), and

FAR Clause **52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement** (June 2020) are deleted in their entirety.

422

****(USE BELOW WHEN THE CLAUSE AT 52.227-14 Rights in Data - General is included in the applicable General Clause Listing AND the contract is:

- For the acquisition of existing data, commercial, computer software, or other existing data as described in 27.405-2 through 27.405-4, (also see 27.409(f) & (g)); or
- To be performed outside the United States; or
- For the management, operation, design, or construction of a Government-owned facility to perform research, development, or production work (also see 27.409 (i)(3));
- Involving cosponsored research and development in which a clause providing for less than unlimited rights has been authorized (See 27.408); or
- For A & E services or Construction work.)****

x. FAR Clause **52.227-14, Rights in Data-General** (May 2014) is deleted in its entirety.

423

****(USE BELOW IN ALL SBIR PHASE I CONTRACTS OVER THE SIMPLIFIED ACQUISTION THRESHOLD.)****

y. The following clause(s) are added to this contract:

- FAR Clause **52.203-3, Gratuities** (April 1984)
- FAR Clause **52.203-5, Covenant Against Contingent Fees** (May 2014)
- FAR Clause **52.203-6, Restrictions on Subcontractor Sales to the Government** (June 2020)
- FAR Clause **52.203-7, Anti-Kickback Procedures** (June 2020)
- FAR Clause **52.203-8, Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity** (May 2014)
- FAR Clause **52.203-10, Price or Fee Adjustment for Illegal or Improper Activity** (May 2014)
- FAR Clause **52.204-4, Printed or copied Double-Sided on Postconsumer Fiber Content Paper** (May 2011)
- FAR Clause **52.215-2, Audit and Records Negotiation** (June 2020)
- FAR Clause **52.215-14, Integrity of Unit Prices** (June 2020)
- FAR Clause **52.219-8, Utilization of Small Business Concerns** (October 2018)
- FAR Clause **52.219-14, Limitations on Subcontracting** (March 2020)
- FAR Clause **52.222-40, Notification of Employee Rights Under the National Labor Relations Act** (December 2010)
- FAR Clause **52.229-3, Federal, State and Local Taxes** (February 2013)
- FAR Clause **52.232-2, Payments under Fixed-Price Research and Development Contracts** (April 1984)
- FAR Clause **52.232-17, Interest** (May 2014)
- FAR Clause **52.242-13, Bankruptcy** (July 1995)
- FAR Clause **52.244-5, Competition in Subcontracting** (December 1996)

The following clause(s) is substituted as follows:

- FAR Clause **52.249-1, Termination for the Convenience of the Government (Fixed-Price)(Short Form)** (April 1984) is deleted in its entirety and **FAR Clause 52.249-2,**

Termination for the Convenience of the Government (Fixed Price) (April 2012) is substituted therefor.

424

****(USE BELOW FOR NONCOMPETITIVE FIXED-PRICE SBIR PHASE II SOLICITATIONS AND CONTRACTS, OVER THE SIMPLIFIED ACQUISITION THRESHOLD, TO BE PERFORMED WHOLLY OR PARTLY WITHIN THE UNITED STATES, ITS POSSESSIONS OR PUERTO RICO, IF THE PRICE WOULD OTHERWISE INCLUDE AN INAPPROPRIATE CONTINGENCY FOR POTENTIAL POST-AWARD CHANGES IN STATE OR LOCAL TAXES)****

z. FAR Clause **52.229-4, Federal, State and Local Taxes (State and Local Adjustments)** (February 2013) is added in its entirety.

425

****(USE BELOW FOR NONCOMPETITIVE FIXED-PRICE SOLICITATIONS AND CONTRACTS, OVER THE SIMPLIFIED ACQUISITION THRESHOLD, TO BE PERFORMED WHOLLY OR PARTLY WITHIN THE UNITED STATES, ITS POSSESSIONS OR PUERTO RICO, IF THE PRICE WOULD OTHERWISE INCLUDE AN INAPPROPRIATE CONTINGENCY FOR POTENTIAL POST-AWARD CHANGES IN STATE OR LOCAL TAXES.)****

aa. FAR Clause **52.229-3, Federal, State and Local Taxes** (February 2013) is deleted in its entirety, and FAR Clause **52.229-4, Federal, State and Local Taxes (State and Local Adjustments)** (February 2013) is substituted therefor.

426

****(USE BELOW IN FIXED PRICE SOLICITATIONS AND CONTRACTS WHEN THE CONTRACT IS TO BE PERFORMED WHOLLY OR PARTLY IN A FOREIGN COUNTRY, UNLESS THE CONTRACT WILL BE WITH A FOREIGN GOVERNMENT.)****

bb. FAR Clause **52.229-3, Federal, State and Local Taxes** (February 2013), is deleted in its entirety, and FAR Clause **52.229-6, Taxes--Foreign Fixed-Price Contracts** (February 2013) is substituted therefor.

427

****(USE BELOW IN FIXED PRICE SOLICITATIONS AND CONTRACTS WITH FOREIGN GOVERNMENTS.)****

cc. FAR Clause **52.229-3, Federal, State and Local Taxes** (February 2013) is deleted in its entirety, and FAR Clause **52.229-7, Taxes--Fixed-Price Contracts with Foreign Governments** (February 2013) is substituted therefor.

428

****(USE BELOW AT THE DESCRETION OF THE CONTRACTING OFFICER, IN SOLICITATIONS AND CONTRACTS that are:

1. AT OR BELOW THE SIMPLIFIED ACQUISTION THRESHOLD; AND/OR,
2. WITHOUT ANY PROVISION FOR PROFIT OR FEE WITH A NONPROFIT ORGANIZATION.

See FAR Parts 32.608 and 32.611 for additional information.)****

dd. FAR Clause **52.232-17, Interest** (May 2014) is applicable to this contract.

429

****(USE BELOW FOR SOLICITATIONS AND CONTRACTS WITH STATE OR LOCAL GOVERNMENTS, FOREIGN GOVERNMENTS, CONTRACTS FOR PAID ADVERTISING, OR CONTRACTS WITHOUT ANY PROVISION FOR FEE OR PROFIT AT THE DISCRETION OF THE CONTRACTING OFFICER.)****

ee. FAR Clause **52.232-17, Interest** (May 2014) is deleted.

430

****(USE BELOW IN ALL COST REIMBURSEMENT INCREMENTALLY FUNDED SOLICITATIONS AND CONTRACTS)****

ff. FAR Clause **52.232-20, Limitation of Cost** (April 1984), is deleted in its entirety and FAR Clause **52.232-22, Limitation of Funds** (April 1984) is substituted therefor. **[NOTE: When this contract is fully funded, FAR Clause 52.232-22, LIMITATION OF FUNDS will no longer apply and FAR Clause 52.232-20, LIMITATION OF COST will become applicable.]**

431

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS OTHER THAN COST-REIMBURSEMENT SERVICES.)****

gg. **Alternate I** (February 2002), of FAR Clause **52.232-25, Prompt Payment** (January 2017)

432

****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN PAYMENT UNDER CONTRACT WILL BE MADE EXCLUSIVELY THROUGH USE OF THE GOVERNMENTWIDE COMMERCIAL PURCHASE CARD OR OTHER THIRD PARTY PAYMENT ARRANGEMENT. **Note:** *Payment by a purchase card may also be made under a contract that does not contain the clause below to the extent the Contractor agrees to accept that method of payment, see FAR 32.1108 and 32.1110(d) for further information* .)****

hh. FAR Clause **52.232-33, Payment by Electronic Funds Transfer--System for Award Management** (October 2018), is deleted in its entirety and FAR Clause **52.232-36, Payment by Third Party** (May 2014) is substituted therefor.

433

****(USE BELOW IN FIXED PRICE CONTRACTS WHEN THE GOVERNMENT WILL PROVIDE PROGRESS PAYMENTS BASED ON COSTS.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. **Alternate I** should be included if the contractor is a Small Business Concern.
2. **Alternate II** should be included if the contract is a letter contract.
3. **Alternate III** should be included if the contractor is not a small business and progress payments are authorized under: indefinite quantity, basic ordering agreement, or their equivalent.)****

ii. FAR Clause **52.232-1, Payments** (April 1984) is deleted in its entirety and **FAR Clause 52.232-16, Progress Payments** (April 2012) is substituted therefor.
Alternate I (March 2000) [is/is not] applicable to this contract.

Alternate II (August 1987) [is/is not] is applicable to this contract.

Alternate III (March 2000) [is/is not] is applicable to this contract.

434

****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN THE CO DETERMINES THAT THE GOVERNMENT'S INTEREST WOULD BE BETTER SERVED BY USE OF PARAGRAPH (i) IN ALTERNATE I AND HAS RECEIVED WRITTEN APPROVAL FOR ITS USE BY THE CHIEF OF THE CONTRACTING OFFICE. See HHSAR 333.213 for additional information.)****

jj. **Alternate I**, (December 1991), of FAR Clause **52.233-1, Disputes** (May 2014) is added.

435

****(USE BELOW IN SOLLICITATIONS AND CONTRACTS FOR FIXED PRICE CONSTRUCTION, OR DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS WHEN THE CONTRACT WILL INVOLVE WORK OF A LONG DURATION OR HAZARDOUS NATURE.)****

kk. **Alternate I** (November 1991) of FAR Clause **52.236-13, Accident Prevention** (November 1991), is added.

436

****(FOR BELOW, USE ANY OF THE FOLLOWING CLAUSES IN CONSTRUCTION CONTRACTS AT OR BELOW THE SIMPLIFIED ACQUISITION THRESHOLD AT THE DISCRETION OF THE CONTRACTING OFFICER.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- **FAR Clause 52.236-21, Specifications**. Use the dropdown boxes below to identify the applicability of Alternates as follows:
  - **Use with Alternate I:** if reproducible shop drawings are needed;
  - **Use with Alternate II:** if reproducible shop drawings are NOT needed.)****

ll. FAR Clause **52.236-2, Differing Site Conditions** (April 1984) is applicable to this contract.

FAR Clause **52.236-3, Site Investigations and Conditions Affecting the Work** (April 1984) is applicable to this contract.

FAR Clause **52.236-6, Superintendence by the Contractor** (April 1984) is applicable to this contract.

FAR Clause **52.236-8, Other Contracts** (April 1984) is applicable to this contract.

FAR Clause **52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements** (April 1984) is applicable to this contract.

FAR Clause **52.236-10, Operations and Storage Areas** (April 1984) is applicable to this contract.

FAR Clause **52.236.11, Use and Possession Prior to Completion** (April 1984) is applicable to this contract.

FAR Clause **52.236-12, Cleaning Up** (April 1984) is applicable to this contract.

FAR Clause **52.236-13, Accident Prevention** (November 1991) is applicable to this contract.

FAR Clause **52.236-21, Specifications** (February 1997)

Alternate I (April 1984) [is not/is] applicable to this contract.

Alternate II (April 1984) [is not/is] applicable to this contract.

437

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR FIXED-PRICE REQUIREMENTS WHEN SERVICES **AND** SUPPLIES ARE TO BE FURNISHED.)****

mm. **Alternate I** (April 1984) of FAR Clause **52.243-1, Changes, Fixed Price** (August 1987), is hereby deleted in its entirety and **Alternate II** (April 1984) of FAR Clause **52.243-1, Changes, Fixed Price** (August 1987), is substituted therefor.

438

****(USE BELOW AT THE DISCRETION OF THE CONTRACTING OFFICER, IN CONSTRUCTION SOLICITATIONS AND CONTRACTS WHEN THE CONTRACT AMOUNT IS ESTIMATED AT OR BELOW THE SIMPLIFIED ACQUISITION THRESHOLD.)****

nn. FAR Clause **52.248-3, Value Engineering--Construction** (October 2020) is applicable to this contract.

439

****(USE BELOW FOR A FIXED-PRICE SOLICITATION OR CONTRACT WITH AN AGENCY OF THE U.S. GOV'T, OR WITH STATE, LOCAL, OR FOREIGN GOV'Ts OR THEIR AGENCIES **AND** THE CO DETERMINES THAT THE REQUIREMENT TO PAY INTEREST ON EXCESS PARTIAL PAYMENTS IS INAPPROPRIATE.)****

oo. **Alternate II** , (September 1996), of FAR Clause **52.249-2, Termination for Convenience of the Government (Fixed-Price)** (April 2012) is added.

440

****(USE BELOW IF THE SOLICITATION OR CONTRACT IS FOR CONSTRUCTION **AND** WITH AN AGENCY OF THE U.S. GOV'T OR WITH STATE, LOCAL, OR FOREIGN GOVERNMENTS OR THEIR AGENCIES.)****

pp. **Alternate III,** (September 1996), of FAR Clause **52.249-2, Termination for Convenience of the Government (Fixed-Price)** (April 2012) is added.

441

****(USE BELOW IF THE SOLICITATION OR CONTRACT IS FOR CONSTRUCTION **AND** WITH AN AGENCY OF THE U.S. GOV'T OR WITH STATE, LOCAL, OR FOREIGN GOVERNMENTS OR THEIR AGENCIES **AND** THE CO DETERMINES THAT THE REQUIREMENT TO PAY INTEREST ON EXCESS PARTIAL PAYMENTS IS INAPPROPRIATE.)****

qq. **Alternate II** , (September 1996) and **Alternate III** , (September 1996), of FAR Clause **52.249-2, Termination for Convenience of the Government (Fixed-Price)** (April 2012) are added.

442

****(USE BELOW IN FIXED-PRICE CONSTRUCTION SOLICITATIONS AND CONTRACTS THAT DO NOT EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD.)****

rr. FAR Clause **52.249-2, Termination for Convenience of the Government (Fixed-Price)** (April 2012), **Alternate I** (September 1996), is deleted in its entirety and FAR Clause **52.249-1, Termination for Convenience of the Government (Fixed-Price) (Short Form)** (April 1984) is substituted therefor.

443

****(USE BELOW IN FIXED-PRICE SUPPLY SOLICITATIONS AND CONTRACTS THAT DO NOT EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD.)****

ss. FAR Clause **52.249-2, Termination for Convenience of the Government (Fixed-Price)** (April 2012), is deleted in its entirety and FAR Clause **52.249-1, Termination for Convenience of the Government (Fixed-Price) (Short Form)** (April 1984) is substituted therefor.

444

****(USE BELOW FOR FIXED-PRICE SERVICE SOLICITATIONS AND CONTRACTS, IF IN ACCORDANCE WITH FAR 49.502(b)(1) AND (c), IT IS DEEMED MORE APPROPRIATE THAN THE CLAUSE AT FAR 52.249-4.)****

tt. FAR Clause **52.249-4, Termination for Convenience of the Government (Services) (Short Form)** (April 1984), is deleted in its entirety and FAR Clause **52.249-2, Termination for Convenience of the Government (Fixed Price)** (April 2012) is substituted therefor.

445

****(USE BELOW FOR A COST-REIMBURSEMENT CONTRACT WITH AN AGENCY OF THE U.S. GOV'T, OR WITH STATE, LOCAL, OR FOREIGN GOV'Ts OR THEIR AGENCIES **AND** THE CO DETERMINES THAT THE REQUIREMENT TO PAY INTEREST ON EXCESS PARTIAL PAYMENTS IS INAPPROPRIATE.)****

uu. **Alternate II,** (September 1996), of FAR Clause **52.249-6, Termination (Cost-Reimbursement)** (May 2004) is added.

446

****(USE BELOW, FOR A TIME & MATERIAL, LABOR HOUR CONTRACT WITH AN AGENCY OF THE U.S. GOV'T OR WITH STATE, LOCAL, OR FOREIGN GOVERNMENTS OR THEIR AGENCIES.)****

vv. **Alternate V** , (September 1996), of FAR Clause **52.249-6, Termination (Cost-Reimbursement)** (May 2004) is added.

447

****(USE BELOW, FOR A TIME & MATERIAL, LABOR HOUR CONTRACT WITH AN AGENCY OF THE U.S. GOV'T OR WITH STATE, LOCAL, OR FOREIGN GOVERNMENTS OR THEIR AGENCIES **AND** THE CO DETERMINES THAT THE REQUIREMENT TO PAY INTEREST ON EXCESS PARTIAL PAYMENTS IS INAPPROPRIATE.)****

ww. **Alternate II** , (September 1996) and **Alternate V** , (September 1996), of FAR Clause **52.249-6, Termination (Cost-Reimbursement)** (September 1996) are added.

448

****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN A COST-REIMBURSEMENT, R&D CONTRACT IS CONTEMPLATED WITH EDUCATIONAL OR NONPROFIT INSTITUTIONS ON A **NO-FEE** BASIS. **Note:** *The majority of cost-reimbursement, R&D contracts with educational or nonprofit institutions will fall into this category.)****

xx. FAR Clauses **52.249-6, Termination (Cost-Reimbursement)** (May 2004) and **52.249-14, Excusable Delays** (April 1984), are deleted in their entirety and FAR Clause **52.249-5, Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)** (August 2016), is substituted therefore.

449

****(USE BELOW IN FIXED PRICE SOLICITATIONS AND CONTRACTS AT OR BELOW THE SIMPLIFIED ACQUISITION THRESHOLD, AT THE DISCRETION OF THE CO.)****

yy. FAR Clause **52.249-8, Default (Fixed-Price Supply and Service)** (April 1984) is applicable to this contract.

450

****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN A FIXED-PRICE, R&D CONTRACT IS CONTEMPLATED WITH EDUCATIONAL OR NONPROFIT INSTITUTIONS ON A **NO-PROFIT** BASIS. **Note:** *The majority of fixed-price, R&D contracts with educational or nonprofit institutions will fall into this category.*) ****

zz. FAR Clause **52.249-9, Default (Fixed-Price Research and Development)** (April 1984) is deleted in its entirety and FAR Clause **52.249-5, Termination for Convenience of the Government (Educational and Other Nonprofit Institutions)** (August 2016), is substituted therefore.

451

****(USE BELOW IN FIXED-PRICE R&D SOLICITATIONS AND CONTRACTS AT OR BELOW THE SIMPLIFIED ACQUISITION THRESHOLD, AT THE DISCRETION OF THE CO. *See FAR 49-504.b* .)****

aaa. FAR Clause **52.249-9, Default (Fixed-Price Research and Development)** (April 1984) is applicable to this contract.

452

****(USE BELOW IN FIXED-PRICE CONSTRUCTION SOLICITATIONS AND CONTRACTS AT OR BELOW THE SIMPLIFIED ACQUISITION THRESHOLD, AT THE DISCRETION OF THE CONTRACTING OFFICER.)****

bbb. FAR Clause **52.249-10, Default (Fixed-Price Construction)** (April 1984) is applicable to this contract.

453

****(USE BELOW FOR A COST-REIMBURSEMENT CONTRACT, WHEN A NON-PROFIT (OTHER THAN EDUCATIONAL) WILL BE RECEIVING A FEE/CPFF CONTRACT. **Note:** *These are modifications to the General Clauses for Nonprofit (Other Than Educational Institutions), therefore, DO NOT USE THE CR-R&D General Clauses FOR A NON-PROFIT INSTITUTION RECEIVING A FEE.* Also note that there are 3 clauses modified below.)****

ccc. FAR Clause **52.216-11, Cost Contract--No Fee** (April 1984) is deleted in its entirety and FAR Clause **52.216-8 Fixed Fee** (June 2011) is substituted therefor.

FAR Clause **52.232-17, Interest** (May 2014) is added.

FAR Clause **52.249-5, Termination for Convenience of the Government (Educational and Other Non-Profit Institutions)** (August 2016) is deleted in its entirety and FAR Clause **52.249-6, Termination (Cost-Reimbursement)** (May 2004) is substituted therefor.

454

****(USE BELOW IF NONE OF THE ABOVE CLAUSES ARE APPLICABLE.)****

ddd. THERE ARE NO APPLICABLE CLAUSES IN THIS SECTION.

455

****(USE BELOW IN ALL CONTRACTS.)****

ARTICLE I.3. Additional Contract Clauses

This contract incorporates the following 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.

456

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.)****

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

457

****(USE BELOW IN SOLICITATIONS AND CONTRACTS EXPECTED TO EXCEED $5,500,000 AND THE PERFORMANCE PERIOD IS 120 DAYS OR MORE.)****

1. FAR Clause **52.203-13, Contractor Code of Business Ethics and Conduct** (October 2015).

458

****(USE BELOW FOR ALL SOLICITATIONS AND CONTRACTS EXPECTED TO EXCEED $5,500,000 UNLESS THE CONTRACT IS FOR THE ACQUISITION OF A COMMERCIAL ITEM UNDER FAR PART 12 OR WILL BE PERFORMED ENTIRELY OUTSIDE THE UNITED STATES.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

- If the contract is funded with disaster assistance funds, the Contracting Officer must also identify the Department of Homeland Security poster and the website where it can be posted. For more information See FAR 3.1003(c)(2).)****

2. FAR Clause **52.203-14, Display of Hotline Poster(s)** (October 2015).

".....(3) Any required posters may be obtained as follows:

Poster(s)	Obtain From"
HHS Contractor Code of Ethics and Business Conduct Poster	http://oig.hhs.gov/fraud/report-fraud/OIG_Hotline_Poster.pdf

459

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FUNDED IN WHOLE OR IN PART WITH RECOVERY ACT FUNDS.)****

3. FAR Clause **52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of** 2009(June 2010).

460

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS THAT EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD AND INCLUDE A REQUIREMENT FOR SERVICES BY CONTRACTOR EMPLOYEE(S) THAT INVOLVE PERFORMANCE OF ACQUISITION FUNCTIONS CLOSELY ASSOCIATED WITH INHERENTLY GOVERNMENTAL FUNCTIONS, FOR, OR ON BEHALF OF, A FEDERAL AGENCY OR DEPARTMENT. ***Note:*** *This clause is NOT to be included in solicitations or contracts with a self-employed individual if the acquisition functions closely associated with inherently governmental functions are to be performed entirely by the self-employed individual, rather than an employee of the contractor* .)****

4. FAR Clause **52.203-16, Preventing Personal Conflicts of Interest** (June 2020).

461

****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT REQUIRE ACCESS TO CLASSIFIED INFORMATION UNDER NATIONAL SECURITY DESIGNATIONS LEVEL 2 (CONFIDENTIAL OR SECRET), LEVEL 3 (TOP SECRET), OR LEVEL 4 (SPECIAL ACCESS.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. **Alternate I:** should be included in R&D contracts with Educational Institutions.
2. **Alternate II:** should be included in Construction or A&E Contracts which require Employee Identification for security reasons.)****

5. FAR Clause **52.204-2, Security Requirements** (August 1996).

   Alternate I (April 1984) [is/is not] applicable to this contract.

   Alternate II (April 1984) [is/is not] applicable to this contract.

462

****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN CONTRACT PERFORMANCE WILL REQUIRE THE CONTRACTOR TO HAVE ROUTINE PHYSICAL ACCESS TO A FEDERALLY CONTROLLED FACILITY AND/OR ROUTINE ACCESS TO A FEDERALLY CONTROLLED INFORMATION SYSTEM. ***Note:*** *This clause should not be used when contractors require only intermittent access to Federally controlled facilities.*)****

6. FAR Clause **52.204-9, Personal Identity Verification of Contractor Personnel** (January 2011).

463

****(USE IN ALL SOLICITATIONS AND CONTRACTS FOR SERVICES (INCLUDING CONSTRUCTION) THAT MEET OR EXCEED THE THRESHOLDS AT FAR 4.1703, EXCEPT INDEFINITE-DELIVERY CONTRACTS. THIS CLAUSE IS NOT REQUIRED FOR ACTIONS ENTIRELY FUNDED BY DOD, CONTRACTS AWARDED WITH A GENERIC DUNS NUMBER, OR IN CLASSIFIED SOLICITATIONS, CONTRACTS OR ORDERS.)****

7. FAR Clause **52.204-14 , Service Contract Reporting Requirements** (October 2016).

464

****(USE BELOW IN SOLICITATIONS AND INDEFINITE-DELIVERY CONTRACTS FOR SERVICES (INCLUDING CONSTRUCTION) WHERE ONE OR MORE ORDERS ISSUED THEREUNDER ARE EXPECTED TO EACH MEET OR EXCEED THE THRESHOLDS AT FAR 4.1703. THIS CLAUSE IS NOT REQUIRED FOR ACTIONS ENTIRELY FUNDED BY DOD, CONTRACTS AWARDED WITH A GENERIC DUNS NUMBER, OR IN CLASSIFIED SOLICITATIONS, CONTRACTS OR ORDERS.)****

8. FAR Clause **52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts** (October 2016).

465

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS WHEN THE SOLICITATION CONTAINS FAR PROVISION 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING.)****

9. FAR Clause **52.204-18, Commercial and Government Entity Code Maintenance** (August 2020).

466

****(USE BELOW (or a clause substantially the same) IN SOLICITATIONS AND CONTRACTS THAT INVOLVE A LEASE WITH OPTION TO PURCHASE.)****

10. FAR Clause **52.207-5, Option to Purchase Equipment** (February 1995).

467

****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT INVOLVE A MAJOR HELIUM REQUIREMENT DURING PERFORMANCE.)****

11. FAR Clause **52.208-8, Required Sources for Helium and Helium Usage Data** (August 2018).

468

****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHICH REQUIRE A CONTRACTOR TO PROVIDE SUPPLIES OR SERVICES FOR GOVERNMENT USE THAT ARE ON THE PROCUREMENT LIST MAINTAINED BY THE COMMITTEE FOR PURCHASE FROM PEOPLE WHO ARE BLIND OR SEVERELY DISABLED.)****

12. FAR Clause **52.208-9, Contractor Use of Mandatory Sources of Supply or Services** (May 2014).

469

****(USE BELOW IN A FIXED-PRICE CONTRACT WHEN IT IS INTENDED THAT THE CONTRACT REQUIRE FIRST ARTICLE APPROVAL THE CONTRACTOR WILL BE REQUIRED TO CONDUCT THE FIRST ARTICLE TESTING.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. **Use with Alternate I:** If it is intended that the Contractor be required to produce the first article and the production quantity at the same facility.
2. **Use with Alternate II:** If it is necessary to authorize the Contractor to purchase material or to commence production before first article approval.)****

13. FAR Clause **52.209-3, First Article Approval - Contractor Testing** (September 1989).
    Alternate I (January 1997) [is/is not] applicable to this contract.

    Alternate II (September 1989) [is/is not] applicable to this contract.

470

****(USE BELOW IN A FIXED-PRICE CONTRACT WHEN IT IS INTENDED THAT THE CONTRACT REQUIRE FIRST ARTICLE APPROVAL AND THE GOVERNMENT WILL BE RESPONSIBLE FOR CONDUCTING FIRST ARTICLE TESTING.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. **Use with Alternate I:** If it is intended that the Contractor be required to produce the first article and the production quantity at the same facility.
2. **Use with Alternate II:** If it is necessary to authorize the Contractor to purchase material or to commence production before first article approval.)****

14. FAR Clause **52.209-4, First Article Approval - Government Testing** (September 1989).
    Alternate I (January 1997) [is/is not] applicable to this contract.

    Alternate II (September 1989) [is/is not] applicable to this contract.

471

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR THE ACQUISITION OF PRODUCTS AND SERVICES (INCLUDING CONSTRUCTION).

15. FAR Clause **52.209-10, Prohibition on Contracting with Inverted Domestic Corporations** (November 2015).

472

****(USE BELOW IN SOLICITATIONS AND CONTRACTS OVER $5 MILLION FOR THE PROCUREMENT OF ITEMS OTHER THAN COMMERCIAL ITEMS.)****

16. FAR Clause **52.210-1, Market Research** (June 2020).

473

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION OTHER THAN COST-PLUS-FIXED-FEE, WHEN THE CO DETERMINES THAT LIQUIDATED DAMAGES ARE APPROPRIATE.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

- If the contract specifies more than one completion date for parts or stages of the work, REVISE PARAGRAPH (a) of the clause to state the amount of liquidated damages for delay of each separate part or stage of the work.)****

17. FAR Clause **52.211-12, Liquidated Damages - Construction** (September 2000).

"(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $ _____ for each calendar day of delay until the work is completed or accepted."

474

****(USE BELOW IN FIXED-PRICE CONTRACTS FOR CONSTRUCTION WHICH INCLUDE THE CLAUSE AT FAR 52.211-12, ONLY IF, FAR 52.211-12 HAS BEEN MODIFIED TO PROVIDE FOR LIQUIDATED DAMAGES FOR DELAY OF SEPARATE PARTS OR STAGES OF THE WORK. *See FAR 11.503(c) to assure proper use of this clause* .)****

18. FAR Clause **52.211-13, Time Extensions** (September 2000).

475

****(USE BELOW IF THE CONTRACT IS SUBJECT TO THE COST PRINCIPLES FOR CONTRACTS WITH COMMERCIAL ORGANIZATIONS, AND THE CONTRACTOR **DID NOT** CLAIM FACILITIES CAPITAL COST OF MONEY.)****

19. FAR Clause **52.215-17, Waiver of Facilities Capital Cost of Money** (October 1997).

476

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR A NEGOTIATED FIXED PRICE CONTRACT WITH ECONOMIC PRICE ADJUSTMENT WHEN THE CONDITIONS SPECIFIED IN 16.203-4(c)(1)(i) THROUGH (iv) APPLY [BUT SEE 16.203-4(c)(2)]. THIS CLAUSE MAY BE MODIFIED BY INCREASING THE 10% LIMIT ON AGGREGATE INCREASES SPECIFIED IN SUBPARAGRAPH (c)(4), UPON APPROVAL OF THE CHIEF OF THE CONTRACTING OFFICE)****

20. FAR Clause **52.216-4, Economic Price Adjustment - Labor and Material** (January 2017).

477

****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN A COST-PLUS-FIXED-FEE CONSTRUCTION CONTRACT IS CONTEMPLATED.)****

21. FAR Clause **52.216-9, Fixed Fee--Construction** (June 2011).

478

****(USE BELOW IN COST SHARING RFPs & CONTRACTS (OTHER THAN FACILITIES CONTRACTS.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

- **Use with Alternate I** in R&D Cost Sharing Contracts with Educational Institutions or Non-Profit Organizations, when the CO determines that withholding a portion of allowable costs is not required.)****

22. FAR Clause **52.216-12, Cost-Sharing Contract--No Fee** (April 1984).
    Alternate I (April 1984) [is/is not] applicable to this contract.

479

****(USE BELOW, FOR R&D CONTRACTS WITH EDUCATIONAL INSTITUTIONS IF PREDETERMINED INDIRECT COST RATES WILL BE USED. **Note:** In accordance with FAR 42.705-3(b), IF an Educational Institution has established predetermined Indirect Cost Rates, the use of these rates MUST be extended to all Government contracts awarded to the institution.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

- For a Facilities contract: Modify paragraph (c) by deleting the words "Subpart 31.1" and substituting for them "section 31.106.")****

23. FAR Clause **52.216-15, Predetermined Indirect Cost Rates** (April 1998).

480

****(USE BELOW IN INDEFINITE DELIVERY, DEFINITE-QUANTITY SOLICITATIONS AND CONTRACTS.)****

24. FAR Clause **52.216-20, Definite Quantity** (October 1995).

    "(d) ...the Contractor shall not be required to make any deliveries under this contract after _____ [insert date]..."

481

****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN A MULTIYEAR CONTRACT IS CONTEMPLATED. ***Note:*** *See FAR 17.1 for more information about this Special Contracting Method* .)****

25. FAR Clause **52.217-2, Cancellation Under Multiyear Contracts** (October 1997).

482

****(USE BELOW FOR SOLICITATIONS AND CONTRACTS OTHER THAN SERVICES, WHERE INCLUSION OF AN OPTION IS APPROPRIATE, AND THE OPTION QUANTITY IS EXPRESSED AS A PERCENTAGE OF THE BASIC CONTRACT QUANTITY OR AS AN ADDITIONAL QUANTITY OF A SPECIFIC LINE ITEM.)****

26. FAR Clause **52.217-6, Option for Increased Quantity** (March 1989).

"....The Contracting Officer may exercise the option by written notice to the Contractor within _____ [INSERT THE PERIOD OF TIME IN WHICH THE CONTRACTING OFFICER HAS TO EXERCISE THE OPTION] ...."

483

****(USE BELOW FOR SOLICITATIONS AND CONTRACTS OTHER THAN SERVICES, WHERE INCLUSION OF AN OPTION IS APPROPRIATE, AND THE OPTION QUANTITY IS IDENTIFIED AS A SEPARATELY PRICED LINE ITEM HAVING THE SAME NOMENCLATURE AS A CORRESPONDING BASIC CONTRACT LINE ITEM.)****

27. FAR Clause **52.217-7, Option for Increased Quantity - Separately Priced Line Item** (March 1989).

"....The Contracting Officer may exercise the option by written notice to the Contractor within _____ [INSERT THE PERIOD OF TIME IN WHICH THE CONTRACTING OFFICER HAS TO EXERCISE THE OPTION] ...."

484

****(USE BELOW (OR THE CONTRACTING OFFICER MAY SUBSTITUTE SIMILAR LANGUAGE) IN SOLICITATIONS AND CONTRACTS FOR SERVICES WHEN THE INCLUSION OF AN OPTION IS APPROPRIATE)****

28. FAR Clause **52.217-8, Option to Extend Services** (November 1999).

"..The Contracting Officer may exercise the option by written notice to the Contractor within _____ [INSERT THE PERIOD OF TIME WITHIN WHICH THE CONTRACTING OFFICER MAY EXERCISE THE OPTION].

485

****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT ARE SET ASIDE, OR RESERVED FOR, OR AWARDED ON A SOLE SOURCE BASIS TO, HUBZONE SMALL BUSINESS CONCERNS UNDER FAR 19.1305 OR 19.1306. THIS INCLUDES MULTIPLE-AWARD CONTRACTS WHEN ORDERS MAY BE SET ASIDE FOR HUBZone SMALL BUSINESS CONCERNS AS DESCRIBED IN FAR 8.405-5 AND 16.505(b)(2)(i)(F).)****

29. FAR Clause **52.219-3, Notice of HUBZone Set-Aside or Sole Source Award** (March 2020).

486

****(USE BELOW TO WAIVE THE 50 PERCENT REQUIREMENT, IF AT LEAST TWO HUBZone SMALL BUSINESS CONCERNS CANNOT MEET THE CONDITIONS AT FAR 19.308(a) (....spend at least 50 percent of the cost of contract performance to be incurred for personnel on their own employees or subcontract employees of other HUBZone small business concerns.) BUT CAN STILL MEET THE FOLLOWING:

- For general construction, at least 15 percent of the cost of the contract performance to be incurred for personnel using the concern's employees; or
- For construction by special trade contractors, at least 25 percent of the cost of contract performance to be incurred for personnel using the concern's employees.

Note: *If a waiver is granted, the HUBZone small business prime contractor must still meet the performance of work requirements set for in 13 CFR 125.6(c).*)****

30. **Alternate I** (March 2020), FAR Clause **52.219-3, Notice of HUBZone Set-Aside or Sole Source Award** (March 2020).

487

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS USING FULL AND OPEN COMPETITION. ***Note:*** *FAR 19.1307 provides additional information on this Price Evaluation Preference* .)****

31. FAR Clause **52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns** (October 2014).

"(c) Waiver of evaluation preference.....
[ ] Offeror elects to waive the evaluation preference."

488

****(USE BELOW TO WAIVE THE 50 PERCENT REQUIREMENT, IF AT LEAST TWO HUBZone SMALL BUSINESS CONCERNS CANNOT MEET THE CONDITIONS AT FAR 19.308(a) (....spend at least 50 percent of the cost of contract performance to be incurred for personnel on their own employees or subcontract employees of other HUBZone small business concerns.) BUT CAN STILL MEET THE FOLLOWING:

- For general construction, at least 15 percent of the cost of the contract performance to be incurred for personnel using the concern's employees; or
- For construction by special trade contractors, at least 25 percent of the cost of contract performance to be incurred for personnel using the concern's employees.

Note: *If a waiver is granted, the HUBZone small business prime contractor must still meet the performance of work requirements set for in 13 CFR 125.6(c)* .)****

32. **Alternate I** (January 2011), FAR Clause **52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns** (October 2014).

489

****(USE BELOW IN SOLICITATIONS AND CONTRACTS INVOLVING TOTAL SMALL BUSINESS SET-ASIDES OR RESERVES. THIS INCLUDES MULTIPLE-AWARD CONTRACTS WHEN ORDERS MAY BE SET ASIDE FOR ANY OF THE SMALL BUSINESS CONCERNS IDENTIFIED IN FAR 19.000(a)(3), AS DESCRIBED IN FAR 8.405-5 AND 16.505(b)(2)(i)(F). *(* **Note:** *This clause should not be used with SBIR contracts. See Section H, Limitations on Subcontracting-SBIR.)*

ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. **Use with Alternate I:** IF this acquisition is for a product in a class for which the Small Business Administration has waived the nonmanufacturer rule (See 19.102(f)(4)&(5) select "is" from the drop-down box.

33. FAR Clause **52.219-6, Notice of Total Small Business Set-Aside** (November 2011).

Alternate I (November March 2020) [is/is not] applicable to this contract.

490

****(USE BELOW IN SOLICITATIONS AND CONTRACTS INVOLVING PARTIAL SMALL BUSINESS SET-ASIDES. THIS INCLUDES PART OR PARTS OF MULTIPLE-AWARD CONTRACTS, INCLUDING THOSE DESCRIBED IN FAR 38.101.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. **Use with Alternate I:** IF this acquisition is for a product in a class for which the Small Business Administration has waived the nonmanufacturer rule (See 19.102(f)(4)&(5) select "is" from the drop-down box.
2. **Use with Alternate II** : IF this is a competitive acquisition for supplies and Federal Prison Industries, Inc. (FPI) will be included in the competition in accordance with FAR 19.504 select "is" from the drop-down box.)****

34. FAR Clause **52.219-7, Notice of Partial Small Business Set-Aside** (November 2020).

Alternate I (March 2020) [is/is not] applicable to this contract.

491

****(USE BELOW IN SOLICITATIONS AND CONTRACTS TO NOTIFY OFFERORS IF AN ORDER OR ORDERS ARE TO BE SET ASIDE FOR ANY OF THE SMALL BUSINESS CONCERNS IDENTIFIED IN FAR 19.000(A)(3).)****

35. FAR Clause **52.219-13, Notice of Set-Aside of Orders** (March 2020).

492

****(USE BELOW WHEN IN SOLICITATIONS AND CONTRACTS FOR SUPPLIES, SERVICES, AND CONSTRUCTIONS, IF ANY PORTION OF THE REQUIREMENT IS TO BE SET ASIDE OR RESERVED FOR SMALL BUSINESS AND THE CONTRACT AMOUNT IS EXPECTED TO EXCEED $150,000. THIS INCLUDES MULTIPLE-AWARD CONTRACTS WHEN ORDERS MAY BE SET ASIDE FOR SMALL BUSINESS CONCERNS, AS DESCRIBED IN FAR 8.405-5 AND 16.505(b)(2)(i)(F). **Note:** *This clause should not be used with SBIR contracts. See Section H, Limitations on Subcontracting-SBIR.)* ****

36. FAR Clause **52.219-14, Limitations on Subcontracting** (March 2020).

493

****(USE BELOW IN SOLICITATIONS AND CONTRACTS SET-ASIDE OR RESERVED FOR, OR AWARDED ON A SOLE SOURCE BASIS TO, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERNS UNDER FAR 19.1405 AND 19.1406. THIS INCLUDES MULTIPLE-AWARD CONTRACTS WHEN ORDERS MAY BE SET ASIDE FOR SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERNS AS DESCRIBED IN FAR 8.405-5 AND 16.505(b)(2)(i)(F).)****

37. FAR Clause **52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside** (March 2020).

494

****(USE BELOW FOR ALL SOLICITATIONS AND CONTRACTS WHEN THE CONTRACT WILL BE PERFORMED IN THE UNITED STATES OR ITS OUTLYING AREAS.)****

38. FAR Clause **52.219-28, Post-Award Small Business Program Rerepresentation** (November 2020).

495

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR ACQUISITIONS THAT ARE SET ASIDE OR RESERVED FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (EDWOSB) UNDER FAR 19.1505(b). THIS INCLUDES MULTIPLE-AWARD CONTRACTS WHEN ORDERS MAY BE SET ASIDE FOR EDWOSB CONCERNS AS DESCRIBED IN 8.405-5 AND 16.505(b)(2)(i)(F). See FAR 19.1505 for additional information about this program.)****

39. FAR Clause **52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns** (March 2020).

496

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR ACQUISITIONS THAT ARE SET ASIDE OR RESERVED FOR WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS UNDER FAR 19.1505(c). THIS INCLUDES MULTIPLE-AWARD CONTRACTS WHEN ORDERS MAY BE SET ASIDE FOR WOSB CONCERNS ELIGIBLE UNDER THE WOSB PROGRAM AS DESCRIBED IN 8.405-5 AND 16.505(b)(2)(i)(F). See FAR 19.1505 for additional information about this program.)****

40. FAR Clause **52.219-30 , Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program** (March 2020).

497

****(USE BELOW IN RFPs & CONTRACTS OVER $150,000 WHICH MAY REQUIRE OR INVOLVE THE EMPLOYMENT OF LABORERS OR MECHANICS, EXCEPT:

- THOSE CONTRACTS FOR SUPPLIES, MATERIALS OR ARTICLES ORDINARILY AVAILABLE IN THE OPEN MARKET; OR
- THOSE CONTRACTS TO BE PERFORMED SOLELY WITHIN A FOREIGN COUNTRY.

CONTRACTS REQUIRING WORK TO BE DONE SOLELY IN ACCORDANCE WITH THE WALSH-HEALEY PUBLIC CONTRACTS ACT ARE EXEMPT.

CONTRACTS FOR SUPPLIES IN CONNECTION WITH WHICH ANY REQUIRED SERVICES ARE MERELY INCIDENTAL AND DO NOT REQUIRE SUBSTANTIAL EMPLOYMENT OF LABORERS OR MECHANICS ARE EXEMPT.

Note: *This clause is not applicable for commercial items.*)****

41. FAR Clause **52.222-4, Contract Work Hours and Safety Standards - Overtime Compensation - General** (March 2018).

498

****(USE BELOW IN SOLICITATIONS FOR CONSTRUCTION WITHIN THE U.S. IN EXCESS OF $2,000.)****

42. FAR Clause **52.222-5, Construction Wage Rate Requirements--Secondary Site of the Work** (May 2014).

499

****(USE BELOW IN SOLICITATIONS AND CONTRACTS UNLESS EXEMPT FROM THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (SEE FAR 52.807(a)). IF THE CONTRACT IS EXEMPT FROM ONE OR MORE, BUT NOT ALL, OF THE REQUIREMENTS OF EXECUTIVE ORDER 11216, USE THIS CLAUSE WITH ITS ALTERNATE I.)****

43. FAR Clause 52.222-26, **Equal Opportunity** (September 2016)

500

****(USE BELOW IF THE CONTRACTOR WILL BE REQUIRED TO PERFORM IN OR ON BEHALF OF A FOREIGN COUNTRY AND THE CONTRACT ALSO INCLUDES THE CLAUSE AT 52.222-26, Equal Opportunity.)****

44. FAR Clause **52.222-29, Notification of Visa Denial** (April 2015).

501

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS ASSOCIATED WITH LARGE SCALE (OVER $25 MILLION) CONSTRUCTION PROJECTS, WHEN IT IS DETERMINED THAT A PROJECT LABOR AGREEMENT WILL BE REQUIRED. See FAR Subpart 22.5.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM:

- **Alternate I:** Include when the submission of the project labor agreement will be allowed after contract award.)****

45. FAR Clause **52.222-34, Project Labor Agreement** (May 2010)

Alternate I (May 2010) [is/is not] applicable to this contract .

502

****(**USE IN SOLICITATIONS:**

- WHEN THE PROVISION AT 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification statute IS APPLICABLE TO THE REQUIREMENT. See FAR 22.1003-4(c).

USE IN CONTRACTS:

- WHEN THE CONTRACTING OFFICER HAS DETERMINED, IN ACCORDANCE WITH FAR 22.1003-4(c)(3), THAT THE SERVICE CONTRACT LABOR STANDARDS DOES NOT APPLY.)****

46. FAR Clause **52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements** (May 2014).

503

****(**USE IN SOLICITATIONS:**

- WHEN THE PROVISION AT 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification statute IS APPLICABLE TO THE REQUIREMENT. See FAR 22.1003-4(d).

USE IN CONTRACTS:

- WHEN THE CONTRACTING OFFICER HAS DETERMINED, IN ACCORDANCE WITH FAR 22.1003-4(d)(3), THAT THE SERVICE CONTRACT LABOR STANDARDS DOES NOT APPLY.)****

47. FAR Clause **52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements** (May 2014).

504

****(USE BELOW IN SOLICITATIONS WITH with an estimated value of $50 million or more, issued from October 25, 2016 through April 24, 2017, and resultant contracts; and (2) In solicitations that are estimated to exceed $500,000 issued after April 24, 2017 and resultant contracts)****

505

****(USE BELOW IN SERVICE OR CONSTRUCTION SOLICITATIONS AND CONTRACTS, UNLESS THE CONTRACT WILL NOT INVOLVE THE USE OF USDA-DESIGNATED ITEMS AT http://www.biopreferred.gov/ or 7 CFR Part 2902.)****

48. FAR Clause **52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts** (September 2013).

506

****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN THE CONTRACT WILL REQUIRE THE DELIVERY OF HAZARDOUS MATERIALS AS DEFINED IN APPENDIX A OF FEDERAL STANDARD 313B, OR ON THE ADVICE OF THE GOVERNMENT'S TECHNICAL REPRESENTATIVE THAT THE CONTRACT WILL INVOLVE EXPOSURE TO HAZARDOUS MATERIALS)****

49. FAR Clause **52.223-3, Hazardous Material Identification and Material Safety Data** (January 1997), with **Alternate I** (July 1995).

507

****(USE BELOW IN ALL CONTRACTS THAT PROVIDE FOR PERFORMANCE IN WHOLE, OR IN PART, ON A FEDERAL FACILITY.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. **Use with Alternate I:** When the Contractor operates or maintains a Federal facility or performs on a Federal facility on a Gov't owned Federal facility that has implemented or plans to implement an Environmental Management System (EMS).
2. **Use with Alternate II:** When the Contractor will perform on a federal facility and its activities will be included within the Facility Compliance Audit (FCA) or within an EMS audit.)****

50. FAR Clause **52.223-5, Pollution Prevention and Right-to-Know Information** (May 2011). Alternate I (May 2011) [is not/is] applicable to this contract.

    Alternate II (May 2011) [is not/is] applicable to this contract.

508

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR CONTRACTOR OPERATION OF GOVERNMENT OWNED OR LEASED FACILITIES AND FOR SUPPORT SERVICES AT SUCH FACILITIES.)****

51. FAR Clause **52.223-10, Waste Reduction Program** (May 2011).

509

****(USE BELOW *EXCEPT FOR CONTRACTS FOR SUPPLIES THAT WILL BE DELIVERED OUTSIDE OF THE UNITED STATES AND ITS OUTLYING AREAS, OR CONTRACTS FOR SERVICES THAT WILL BE PERFORMED OUTSIDE OF THE UNITED STATES AND ITS OUTLYING AREAS* WHEN THE SOLICITATION AND CONTRACT INCLUDE MAINTENANCE, REPAIR, OR DISPOSAL OF ANY EQUIPMENT OR APPLIANCE USING OZONE-DEPLETING SUBSTANCES AS A REFRIGERANT, SUCH AS AIR CONDITIONERS, INCLUDING MOTOR VEHICLES, REFRIGERATORS, CHILLERS OR FREEZERS.)****

52. FAR Clause **52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners** (June 2016).

510

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS WHEN IMAGING EQUIPMENT (COPIERS, DIGITAL DUPLICATORS, FACSIMILE MACHINES, MAILING MACHINES, MULTIFUNCTION DEVICES, PRINTERS, AND SCANNERS) WILL BE;

- DELIVERED;
- ACQUIRED BY THE CONTRACTOR FOR USE IN PERFORMING SERVICES AT A FEDERALLY CONTROLLED FACILITY; OR
- FURNISHED BY THE CONTRACTOR FOR USE BY THE GOVERNMENT ADDITIONAL INFORMATION ABOUT THIS ITEM:

ADDTIONAL INFORMATION TO COMPLETE THIS ITEM:

1. **Use with Alternate I** : When there are sufficient EPEAT® silver- or gold-registered products available to meet agency needs.

Note *: See FAR 23.704(a) for additional information regarding exceptions to this requirement* .)****

53. FAR Clause **52.223-13 Acquisition of EPEAT®-Registered Imaging Equipment** (June 2014)

    Alternate I (Oct 2015) [is not/is] applicable to this contract.

511

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS WHEN TELEVISIONS WILL BE;

- DELIVERED;
- ACQUIRED BY THE CONTRACTOR FOR USE IN PERFORMING SERVICES AT A FEDERALLY CONTROLLED FACILITY; OR
- FURNISHED BY THE CONTRACTOR FOR USE BY THE GOVERNMENT.

Note *: See FAR 23.704(a) for additional information regarding exceptions to this requirement.*)****

54. FAR Clause **52.223-14 Acquisition of EPEAT®-Registered Televisions** (June 2014)

    Alternate I (June 2014) [is not/is] applicable to this contract.

512

****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN ENERGY-CONSUMING PRODUCTS LISTED IN THE ENERGY STAR PROGRAM OR FEDERAL ENERGY MANAGEMENT PROGRAM (FEMP) WILL BE:

- DELIVERED;
- ACQUIRED BY THE CONTRACTOR FOR USE IN PERFORMING SERVICES AT A FEDERALLY-CONTROLLED FACILITY;
- FURNISHED BY THE CONTRACTOR FOR USE BY THE GOVERNMENT; OR
- SPECIFIED IN THE DESIGN OF A BUILDING OR WORK, OR INCORPORATED DURING ITS CONSTRUCTION, RENOVATION, OR MAINTENANCE.)****

55. FAR Clause **52.223-15, Energy Efficiency in Energy-Consuming Products** (May 2020).

513

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS WHEN PERSONAL COMPUTER PRODUCTS WILL BE:

- (i) Delivered;
- (ii) Acquired by the contractor for use in performing services at a Federally controlled facility; or
- (iii) Furnished by the contractor for use by the Government.

ADDTIONAL INFORMATION TO COMPLETE THIS ITEM:

1. **Use with Alternate I** : When there are sufficient EPEAT® silver- or gold-registered products available to meet agency needs.

Note: *See FAR 23.704(a), for additional information in case an exception to the requirement is necessary* .)****

56. FAR Clause **52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products** (October 2015).

    Alternate I (June 2014) [is not/is] applicable to this contract.

514

****(USE BELOW IN ALL SERVICE AND CONSTRUCTION SOLICITATIONS AND CONTRACTS **UNLESS** THE CONTRACT WILL NOT INVOLVE THE USE OF EPA-DESIGNATED ITEMS.)****

57. FAR Clause **52.223-17, Affirmative Procurement of EPA-designated Items in Service and Construction Contracts** (August 2018).

515

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR CONTRACTOR OPERATION OF GOVERNMENT-OWNED OR -LEASED FACILITIES OR VEHICLES, LOCATED IN THE UNITED STATES. ***Note:*** *For facilities located outside the U.S., the agency head may determine that the use of the clause is in the best interest of the Government.*)****

58. FAR Clause **52.223-19, Compliance with Environmental Management Systems** (May 2011).

516

****(USE BELOW, WHICH CONSISTS OF THE FOLLOWING TWO CLAUSES, WHEN THE DESIGN, DEVELOPMENT OR OPERATION OF A SYSTEM OF RECORDS ON INDIVIDUALS IS REQUIRED TO ACCOMPLISH AN AGENCY FUNCTION.)****

59. FAR Clause **52.224-1, Privacy Act Notification** (April 1984).

517

60. FAR Clause **52.224-2, Privacy Act** (April 1984).

518

****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD, THAT PROVIDE FOR SUPPLIES TO BE IMPORTED INTO THE CUSTOMS TERRITORY OF THE U.S.)****

61. FAR Clause **52.225-8, Duty-Free Entry** (October 2010).

519

***(USE BELOW, IN SOLICITATIONS AND CONTRACTS FOR PERFORMANCE OF SERVICES AND/OR DELIVERY OF SUPPLIES IN:

- • An area of combat operations, as designated by the Secretary of Defense; or
- • An area of other significant military operations, as designated by the Secretary of Defense and only upon agreement of the Secretary of Defense and the Secretary of State.

Note : See FAR 25.302-6 (b) for details of applicability of this clause.)****

62. FAR Clause **52.225-26, Contractors Performing Private Security Functions Outside the United States** (October 2016).

520

****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT CONTAIN THE CLAUSE AT 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, IF, IN THE OPINION OF THE CONTRACTING OFFICER, SUBCONTRACTING POSSIBILITIES EXIST FOR INDIAN ORGANIZATIONS OR INDIAN-OWNED ECONOMIC ENTERPRISES AND FUNDS ARE AVAILABLE FOR ANY INCREASED COSTS. ***Note:*** *See paragraph (c)(2) of the clause* .)****

63. FAR Clause **52.226-1, Utilization of Indian organizations and Indian-owned Economic Enterprises** (June 2000).

521

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS INVOLVING LOCAL AREA SET-ASIDES. See FAR Subpart 26.2.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- **Paragraph (a):** Specify the geographic area for the local area set aside in the text box.)****

64. FAR Clause **52.226-4, Notice of Disaster or Emergency Area Set-Aside** (November 2007).

    "(a) *Set Aside Area.* Offers are solicited only from businesses residing or primarily doing business in _____
    [Contracting Officer to fill in with definite geographic boundaries.]....."

522

****(USE BELOW IN SOLICITATIONS & CONTRACTS THAT INVOLVE LOCAL AREA SET-ASIDES. See FAR Part 26.2.)****

65. FAR Clause **52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area** (November 2007).

523

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR COMMUNICATION SERVICES WITH A COMMON CARRIER AND THE SERVICES ARE UNREGULATED AND NOT PRICED BY A TARIFF SCHEDULE SET BY A REGULATORY BODY.)****

66. **Alternate II** (April 1984), FAR Clause **52.227-1, Authorization and Consent** (June 2020).

524

****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT MAY RESULT IN THE DELIVERY OF COMMERCIAL ITEMS, UNLESS THE FOLLOWING EXCEPTIONS APPLY:

- PART 12 PROCEDURES ARE USED;
- SIMPLIFIED ACQUISITION PROCEDURES OF PART 13 ARE USED;
- BOTH COMPLETE PERFORMANCE AND DELIVERY ARE OUTSIDE THE UNITED STATES; OR
- THE CO DETERMINES AFTER LEGAL COUNSEL THAT OMISSION OF THE CLAUSE WOULD BE CONSISTENT WITH COMMERCIAL PRACTICE.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

Note: *In addition to the information below, see FAR Subpart 27.2 for additional information regarding the use of Alternates I - III.*

1. **Alternate I:** Use to **exclude** specific items, If the contract also requires delivery of items that are not commercial items, or after consultation with legal counsel, the CO determines that limitation of applicability of the clause would be consistent with commercial practice. If applicable, specify appropriate items in the text box.
2. **Alternate II:** Use to **include** specific items, If the contract also requires delivery of items that are not commercial items, or after consultation with legal counsel, the CO determines that limitation of applicability of the clause would be consistent with commercial practice. If applicable, specify appropriate items in the text box.
3. **Alternate III:** Use if the RFP or Contract is for communication services and facilities where performance is by a common carrier, and the services are not priced by a tariff schedule set by a regulatory body.) ****

67. FAR Clause **52.227-3, Patent Indemnity** (April 1984).

Alternate I (April 1984) [is not/is] applicable to this contract.

(c) This patent
indemnification shall not apply to the following items:
N/A

Alternate II (April 1984) [is not/is] applicable to the contract.

(c) This patent
indemnification shall cover the following items:
N/A

Alternate III **[is not/is]** applicable to the contract.

525

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK IF:

1. THE CONTRACTOR IS NOT LOCATED IN THE UNITED STATES OR DOES NOT HAVE A PLACE OF BUSINESS LOCATED IN THE US OR IS SUBJECT TO THE CONTROL OF A FOREIGN GOVERNMENT;
2. THERE ARE EXCEPTIONAL CIRCUMSTANCES IDENTIFIED IN 27.303(e)(1)(ii) OR (iii).

Note: *It is recommended that you review section 27.3 and consult with your Office of Technology Transfer to assist in determining use this Clause and any of its Alternates in your contract* .)****

68. FAR Clause **52.227-13, Patent Rights--Ownership by the Government** (December 2007).

526

****(USE BELOW IN SOLICITATIONS AND CONTRACTS IF IT IS CONTEMPLATED THAT DATA WILL BE PRODUCED, FURNISHED, OR ACQUIRED UNDER THE CONTRACT, EXCEPT AS SET FORTH IN FAR 27.409(b)(1) ***Note:*** *If this clause is already contained in the applicable General Clause Listing, it is not necessary to include it here* .) ****

69. FAR Clause **52.227-14, Rights in Data - General** (May 2014).

527

****(USE BELOW WHEN THE ALTERNATE DEFINITION OF LIMITED RIGHTS DATA IS APPROPRIATE. See FAR 27.404-2(b).)****

70. **Alternate I** (December 2007), FAR Clause **52.227-14, Rights in Data--General** (May 2014).

528

****(USE BELOW WHEN THE CONTRACTING OFFICER DETERMINES IN ACCORDANCE WITH 27.404-2(c) THAT IT IS NECESSARY TO OBTAIN LIMITED RIGHTS DATA. ***Note:*** *FAR 27/402(c)(i)-(v) offers examples of specific purposes that may be included in this Alternate* .)

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- The Contracting Officer shall include the purpose, if any, for which limited rights data are to be disclosed outside the Government. If there are no additional purposes, state that there are none.)****

71. **Alternate II** (December 2007), FAR Clause **52.227-14, Rights in Data--General** (May 2014).

Additional purposes for which the limited rights data may be used are:

529

****(USE BELOW WHEN THE CONTRACTING OFFICER DETERMINES, IN ACCORDANCE WITH 27.404-2(d), IT IS NECESSARY TO OBTAIN RESTRICTED COMPUTER SOFTWARE. ANY GREATER OR LESSER RIGHTS REGARDING THE USE, REPRODUCTION, OR DISCLOSURE OF RESTRICTED COMPUTER SOFTWARE THAN THOSE SET FORTH IN THE RESTRICTED RIGHTS NOTICE OF SUBPARAGRAPH (g)(4) OF THE CLAUSE SHALL BE SPECIFIED BELOW AND THE NOTICE MODIFIED ACCORDINGLY. STATE NONE, IF APPLICABLE.)****

72. **Alternate III** (December 2007), FAR Clause **52.227-14, Rights in Data--General** (May 2014).

Additions to, or limitations on, the restricted rights set forth in the Restricted Rights Notice of subparagraph (g)(4) of the clause are expressly stated as follows:

530

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR BASIC OR APPLIED RESEARCH TO BE PERFORMED SOLELY BY COLLEGES AND UNIVERSITIES, OTHER THAN THOSE FOR THE MANAGEMENT OR OPERATION OF GOVERNMENT FACILITIES.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

- When this Alternate is used, the clause may be modified to exclude rights to certain data. See FAR 27.409(b)(5) and 27.404-4 for additional information.)****

73. **Alternate IV** (December 2007), FAR Clause **52.227-14, Rights in Data - General** (May 2014).

531

****(USE BELOW. IN ACCORDANCE WITH FAR 27.404-6, IF THE GOVERNMENT NEEDS THE RIGHT TO INSPECT CERTAIN DATA AT A CONTRACTOR'S FACILITY.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- The Contracting Officer shall specify in the text box below, data items that are not subject to inspection under paragraph (j), or state that there are none.)****

74. **Alternate V** (December 2007), FAR Clause **52.227-14, Rights in Data--General** (May 2014).

Specific data items that are not subject to paragraph (j) include:

532

****(USE BELOW FOR EXPERIMENTAL, DEVELOPMENTAL, RESEARCH, OR DEMONSTRATION WORK, EXCEPT:

- Contracts for Basic or Applied Research Performed Solely by a University or College where the contract amount will be $500,000, or less.
- when all the requirements are believed to be known at the time of award and are specified in the contract.

Note: *For additional information about this item see FAR 27.409(d).)* ****

75. FAR Clause **52.227-16, Additional Data Requirements** (June 1987).

533

****(USE BELOW IN ACCORDANCE WITH 27.405-1 IN SOLICITATIONS AND CONTRACTS PRIMARILY FOR THE PRODUCTION OR COMPILATION OF DATA (other than limited rights data or restricted computer software) FOR THE GOVERNMENT'S INTERNAL USE, OR WHEN THERE IS A SPECIFIC NEED TO LIMIT DISTRIBUTION AND USE OF THE DATA OR TO OBTAIN INDEMNITY FOR LIABILITIES THAT MAY ARISE OUT OF THE CONTENT, PERFORMANCE, OR DISCLOSURE OF THE DATA. ***Note:*** *Examples of such contracts are set forth in FAR Subpart 27.405-1* .)

ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. The contract may specify the purpose and condition under which the data is used. ***Note:*** *This may be done by the insertion of specific information in the text box below, or specified elsewhere in the contract. If you include this information elsewhere, it is recommended that you use the text box below to specify where, in the contract, this information is located.*
2. FAR Subpart 27.409(e)(1)-(4) prescribes additional situations for use of this Clause.
3. In accordance with 27.409(i)(2), this clause may be appropriate for some A&E and Construction contracts.
4. Refer to FAR 27.405-1 for further guidance on Special Works. It may also be helpful to consult the NIH Technology Transfer Office for guidance in determining special copyright needs.)****

76. FAR Clause **52.227-17, Rights in Data--Special Works** (December 2007).

534

****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT ARE EXCLUSIVELY FOR THE ACQUISITION (WITHOUT MODIFICATION) OF EXISTING WORKS AS SET FORTH IN 27.405-2. USE OF THIS CLAUSE WOULD BE LIMITED.)****

77. FAR Clause **52.227-18, Rights in Data--Existing Works** (December 2007).

535

****(WHEN USING BELOW, SEE FAR 27.405-3. YOU MAY USE THIS CLAUSE OR DEVELOP OTHER, APPROPRIATE LANGUAGE WHEN ACQUIRING EXISTING COMPUTER SOFTWARE FROM OTHER THAN GSA'S MULTIPLE AWARD SCHEDULE CONTRACTS.)****

78. FAR Clause **52.227-19, Commercial Computer Software License** (December 2007).

536

****(USE BELOW IN CONTRACTS FOR MAJOR SYSTEMS ACQUISITIONS OR FOR SUPPORT OF MAJOR SYSTEMS ACQUISITIONS, INCLUDING:

- Contracts for detailed design, development or production of a major system; or
- Contracts for any individual part, component, subassembly, assembly, or subsystem integral to the major system, and other property that may be replaced during the service life of the system, including spare parts.

Note: *FAR 2.101 defines a major system as a combination of elements, such as equipment, hardware, software, construction, etc., that exceeds $1.8 million (civilian agencies).*

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- This clause requires that the technical data to which it applies be specifed in the contract. Use the text box below to specify this information or to identify where, in the contract, this information is located.)****

79. FAR Clause **52.227-21, Technical Data Declaration, Revision, and Withholding of Payment--Major Systems** (May 2014).

The following technical information is applicable to this clause:

537

****(USE BELOW WHEN A BID GUARANTEE IS REQUIRED - LANGUAGE MAY BE MODIFIED FOR NEGOTIATED CONTRACTS. See FAR 28.101-2 for additional prescriptive information.)****

80. FAR Clause **52.228-1, Bid Guarantee** (September 1996).

"The amount of the bid guarantee shall be % of the bid price or $ whichever is less."

538

****(USE BELOW WHEN BONDS ARE REQUIRED.)****

81. FAR Clause **52.228-2, Additional Bond Security** (October 1997).

539

****(USE BELOW, TO ACQUIRE UNLIMITED RIGHTS TO TECHNICAL DATA IN THE CONTRACTOR'S PROPOSAL. IDENTIFY ANY EXCLUDED TECHNICAL DATA BY SPECIFYING THE APPROPRIATE PAGE NUMBERS OF THE PROPOSAL. IF NONE, SO STATE.)****

82. FAR Clause **52.227-23, Rights to Proposal Data (Technical)** (June 1987).

Excluded pages from the proposal dated , are identified as follows:

540

**** (USE BELOW IN FIXED PRICE SOLICITATIONS AND CONTRACTS THAT EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD, WHERE WORK IS REQUIRED TO BE PERFORMED ON A GOVERNMENT INSTALLATION.) ****

83. FAR Clause **52.228-5, Insurance - Work on a Government Installation** (January 1997).

541

****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHICH REQUIRE THE SUBMISSION OF BID GUARANTEES, PERFORMANCE OR PAYMENT BONDS.)****

84. FAR Clause **52.228-11, Pledges of Assets** (August 2018).

542

****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN A PAYMENT BOND WILL BE FURNISHED PURSUANT TO THE MILLER ACT. ***Note:*** *This clause is NOT applicable for Commercial Items* .)****

85. FAR Clause **52.228-12, Prospective Subcontractor Requests for Bonds** (May 2014).

543

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR SERVICES, SUPPLIES OR CONSTRUCTION, WHEN A BID GUARANTEE, OR PERFORMANCE AND PAYMENT BONDS ARE REQUIRED.)****

86. FAR Clause **52.228-14, Irrevocable Letter of Credit** (November 2014).

544

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR A COST-REIMBURSEMENT CONTRACT TO BE PERFORMED WHOLLY OR PARTLY IN A FOREIGN COUNTRY, UNLESS IT IS CONTEMPLATED THAT THE CONTRACT WILL BE WITH A FOREIGN GOVERNMENT.)****

87. FAR Clause **52.229-8, Taxes-Foreign Cost-Reimbursement Contracts** (March 1990).

545

****(USE BELOW IN SOLICITATIONS AND CONTRACTS TO BE AWARDED ON A COST-REIMBURSEMENT BASIS WITH A FOREIGN GOVERNMENT.)****

88. FAR Clause **52.229-9, Taxes-Cost-Reimbursement Contracts with Foreign Governments** (March 1990).

546

***(USE BELOW ALL SOLICITATIONS AND CONTRACTS BY THE DEPARTMENT OF HEALTH HUMAN SERVICES WHEN THE FOLLOWING CONDITIONS EXISTS:

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.

Note: See FAR 29.401-4(c) for a list of the participating agencies that have entered into an agreement with the State of New Mexico to eliminate double taxation of Government cost-reimbursement contracts.)***

89. FAR Clause **52.229-10 , State of New Mexico Gross Receipts and Compensating Tax** (April 2003)

547

****(USE BELOW IN NEGOTIATED CONTRACTS OVER $750,000 - FOR FULL CAS COVERAGE EXCEPT Small Businesses, Educational Institutions and Foreign Contractors.

Note: *See exceptions at 48 CFR Chapter 99 (Appendix B, FAR looseleaf Edition), Subpart 9903.201-1* .)****

90. FAR Clause **52.230-2, Cost Accounting Standards** (June 2020).

548

****(USE BELOW IN NEGOTIATED CONTRACTS OVER $750,000 BUT LESS THAN $50 MILLION, AND THE OFFEROR CERTIFIES THAT IT IS ELIGIBLE FOR AND ELECTS TO USE MODIFIED CAS COVERAGE, EXCEPT Small Businesses, Educational Institutions, and Foreign Contractors.

Note: *See exceptions at 48 CFR Chapter 99 (Appendix B, FAR looseleaf Edition), Subpart 9903.201-1* .)****

91. FAR Clause **52.230-3, Disclosure and Consistency of Cost Accounting Practices** (June 2020).

549

****(USE BELOW IN NEGOTIATED CONTRACTS OVER $750,000 WITH FOREIGN CONCERNS, UNLESS THE CONTRACT IS OTHERWISE EXEMPT FROM CAS REQUIREMENTS. SEE 48 CFR CHAPTER 99 (APPENDIX B, FAR LOOSELEAF EDITION), SUBPART 9903.201-1(b).

Note: *Foreign concerns do not include foreign government's or their agents or instrumentalities* .)****

92. FAR Clause **52.230-4, Disclosure and Consistency of Cost Accounting Practices-Foreign Concerns** (June 2020).

550

****(USE BELOW IN NEGOTIATED CONTRACTS AND SUBCONTRACTS AWARDED TO EDUCATIONAL INSTITUTIONS, WHEN THE CONTRACT OR SUBCONTRACT PRICE EXCEEDS $750,000, UNLESS THE CONTRACT IS EXEMPTED (SEE 48 CFR CHAPTER 99, 9903-201-1), THIS CONTRACT IS TO BE PERFORMED BY AN FFRDC (SEE 9903.201-2(c)(5), OR THE PROVISION AT 9903-201-2(c)(6)(FAR APPENDIX B) APPLIES.)****

93. FAR Clause **52.230-5, Cost Accounting Standards - Educational Institution** (June 2020).

551

****(USE BELOW IN NEGOTIATED CONTRACTS THAT CONTAIN EITHER FAR CLAUSES 52.230-2, 52.230-3, or 52.230-5.)****

94. FAR Clause **52.230-6, Administration of Cost Accounting Standards** (June 2010).

552

****(USE BELOW IN SOLICITATIONS AND CONTRACTS, IF THE CONTRACT IS TO BE CHARGEABLE TO FUNDS OF THE NEW FISCAL YEAR AND THE CONTRACT ACTION IS TO BE INITIATED BEFORE FUNDS ARE AVAILABLE.)****

95. FAR Clause **52.232-18, Availability of Funds** (April 1984).

553

****(USE BELOW WHEN PAYMENT UNDER CONTRACT WILL BE MADE EXCLUSIVELY THROUGH USE OF THE GOVERNMENTWIDE COMMERCIAL PURCHASE CARD OR OTHER THIRD PARTY PAYMENT ARRANGEMENT. ***Note:*** *Payment by a purchase card may also be made under a contract that does not contain the clause below to the extent the Contractor agrees to accept that method of payment.* See FAR 32.1108 and 32.1110(d) for further information.)****

96. FAR Clause **52.232-36, Payment by Third Party** (May 2014).

554

****(USE BELOW IN DELIVERY ORDER CONTRACTS <u>ONLY WHEN</u> THE ORDERING OFFICE WILL DESIGNATE THE METHOD OF PAYMENT FOR INDIVIDUAL ORDERS. ***Note:*** *In addition to the inserting the clause below into the solicitation or contract, the CO must indicate to what extent any other EFT payment clauses are applicable; i.e. 52.232-34 and 52.232-36.* See FAR 32.1110(e) & (f) for further information.)****

97. FAR Clause **52.232-37, Multiple Payment Arrangements** (May 1999).

555

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR SERVICES TO BE PERFORMED AT GOVERNMENT FACILITIES AND TECHNICAL REPRESENTATIVES ADVISE THAT SPECIAL PRECAUTIONS ARE APPROPRIATE.)****

98. FAR Clause **52.236-13, Accident Prevention** (November 1991), with **Alternate I** (November 1991).

556

****(USE BELOW IN FIXED-PRICE CONSTRUCTION SOLICITATIONS AND CONTRACTS PROVIDING FOR UNIT PRICING OF ITEMS AND FOR PAYMENT BASED ON QUANTITY SURVEYS.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

- **Use with Alternate I:** If it is determined at a level above the Contracting Officer that it is impracticable for Government personnel to perform the original and final surveys and the Government wishes the Contractor to perform these surveys.
  Use the dropdown box below to identify applicability.)****

99. FAR Clause **52.236-16, Quantity Surveys** (April 1984).

Alternate I (April 1984) [is not/is] applicable to this contract.

557

****(USE BELOW IN ALL ARCHITECT-ENGINEER SOLICITATIONS AND CONTRACTS EXCEPT AS STATED IN FAR 36.609-1(c).)****

100. FAR Clause **52.236-22, Design Within Funding Limitations** (April 1984).

"(c) The estimated construction contract price for the project described in this contract is $ _____ ."

558

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR SERVICES TO BE PERFORMED ON A GOVERNMENT INSTALLATION. NOT APPLICABLE TO CONSTRUCTION CONTRACTS.)****

101. FAR Clause **52.237-2, Protection of Government Buildings, Equipment and Vegetation** (April 1984).

559

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR SERVICES, AT CONTRACTING OFFICER'S DISCRETION, WHEN-

1. THE SERVICES UNDER THE CONTRACT ARE CONSIDERED TO BE VITAL TO THE GOVERNMENT AND MUST BE CONTINUED WITHOUT INTERRUPTION; AND,
2. THE GOVERNMENT ANTICIPATES DIFFICULTIES DURING THE TRANSITION FROM ONE CONTRACTOR TO ANOTHER OR TO THE GOVERNMENT.)****

102. FAR Clause **52.237-3, Continuity of Services** (January 1991).

560

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR NONPERSONAL HEALTH CARE SERVICES. ***Note:*** *See FAR 37.4 for more information about Nonpersonal Health Care Service Contracts* .

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- The FAR sets forth the following instruction for completing the information required for this clause:

  "*Contracting Officer insert the dollar value(s) of standard coverage(s) prevailing within the local community as to the specific medical specialty, or specialties, concerned, or such higher amount as the Contracting Officer deems necessary to protect the Government's interests.")****

103. FAR Clause **52.237-7, Indemnification and Medical Liability Insurance** (January 1997).

"(a) ...The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: *

Amount of Liability Insurance	Medical Specialty

561

****(USE BELOW SOLICITATIONS AND CONTRACTS FOR INFORMATION TECHNOLOGY (IT) WHICH REQUIRE SECURITY OF IT AND/OR ARE FOR THE DESIGN, DEVELOPMENT OR OPERATION OF A SYSTEM OF RECORDS USING COMMERCIAL IT SERVICES OR SUPPORT SERVICES.)****

104. FAR Clause **52.239-1, Privacy or Security Safeguards** (August 1996).

562

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS OVER $700,000 EXCEPT FIXED PRICE CONTRACTS WITHOUT INCENTIVES OR ANY FIRM-FIXED-PRICE CONTRACT FOR COMMERCIAL ITEMS.)****

105. FAR Clause **52.242-3, Penalties for Unallowable Costs** (May 2014).

563

****(USE BELOW IN FIXED PRICE SOLICITATIONS AND CONTRACTS THAT PROVIDE FOR THE ESTABLISHMENT OF FINAL INDIRECT COST RATES.)****

106. FAR Clause **52.242-4, Certification of Final Indirect Costs** (January 1997).

564

****(THE BELOW SHOULD BE ADDED TO COST-REIMBURSEMENT CONTRACTS WITH EDUCATIONAL INSTITUTIONS WHENEVER POSSIBLE AND/OR APPROPRIATE.)****

107. FAR Clause **52.243-2, Changes--Cost Reimbursement** (August 1987), **Alternate V** (April 1984).

565

****(USE BELOW IN SOLICITATIONS AND CONTRACTS IN THE FOLLOWING SITUATIONS: 1) A LETTER CONTRACT OVER THE SIMPLIFIED ACQUISITION THRESHOLD; OR 2) A FIXED-PRICE CONTRACT OVER THE SIMPLIFIED ACQUISITION THRESHOLD, UNDER WHICH UNPRICED CONTRACT ACTIONS ARE ANTICIPATED. ***Note:*** *this includes unpriced modifications and/or delivery orders* .)****

108. FAR Clause **52.244-2, Subcontracts** (June 2020).

566

****(USE BELOW WHEN A NEGOTIATED FIRM-FIXED PRICE CONTRACT, OVER THE SIMPLIFIED ACQUISITION THRESHOLD, WILL BE AWARDED USING OTHER THAN FULL AND OPEN COMPETITION OR WHERE THE PRICES ARE NOT SET BY LAW OR REGULATION. THIS CLAUSE IS NOT TO BE USED FOR TIME & MATERIALS, LABOR HOUR, OR A&E CONTRACTS.)****

109. FAR Clause **52.244-5, Competition in Subcontracting** (December 1996).

567

****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN A FIXED-PRICE CONTRACT WILL BE AWARDED ON THE BASIS OF SUBMISSION OF COST OR PRICING DATA AND THE GOVERNMENT WILL PROVIDE GOVERNMENT PROPERTY.)****

110. FAR Clause **52.245-1, Government Property** (Jan 2017)

568

****(USE BELOW IN FIXED-PRICE SOLICITATIONS AND CONTRACTS WHEN THE GOVERNMENT WILL PROVIDE GOVERNMENT PROPERTY AND AWARD WILL NOT BE MADE ON THE BASIS OF SUBMISSION OF COST OR PRICING DATA.)****

111. **Alternate I** (April 2012), FAR Clause **52.245-1, Government Property** (January 2017).

569

****(USE BELOW IN FIXED-PRICE SOLICITATIONS & CONTRACTS WITH EDUCATIONAL OR NONPROFIT INSTITUTIONS WHEN THE GOVERNMENT WILL PROVIDE GOVERNMENT PROPERTY.)****

112. **Alternate II** (April 2012), FAR Clause **52.245-1, Government Property** (January 2017).

570

****(USE BELOW IN SERVICE CONTRACTS TO BE PERFORMED ON A GOVERNMENT INSTALLATION WHEN GOVERNMENT-FURNISHED PROPERTY WILL BE PROVIDED FOR INITIAL PROVISIONING ONLY AND THE GOVERNMENT IS NOT RESPONSIBLE FOR REPAIR OR REPLACEMENT.)****

113. FAR Clause **52.245-2, Government Property Installation Operation Services** (April 2012).

571

****(USE IN ALL FIXED PRICE SOLICITATIONS AND CONTRACTS THAT WILL INCLUDE THE CLAUSE AT 52.245-1, Government Property.)****

114. FAR Clause **52.245-9, Use and Charges** (April 2012).

572

****(USE BELOW IN FIXED-PRICE CONSTRUCTION SOLICITATIONS AND CONTRACTS, IF THE CONTRACTING OFFICER CONSIDERS A WARRANTY CLAUSE TO BE NECESSARY. USE ONLY WHERE COST-EFFECTIVE.

115. FAR Clause **52.246-21, Warranty of Construction** (March 1994).

573

****(USE BELOW IN SOLICITATIONS AND CONTRACTS, OVER THE SIMPLIFIED ACQUISITION THRESHOLD (Other than ADP, A&E Services, Telecommunications, Construction or Maintenance and Rehabilitation of Real Property), SUBJECT TO THE REQUIREMENTS OF FAR 46.801, WHEN THE CONTRACT REQUIRES DELIVERY OF END ITEMS THAT ARE NOT "HIGH-VALUE" ITEMS (Defined in FAR 46.802). ***Note:*** *This clause is not applicable to Commercial Items* .

ADDITIONAL INFORMATION ABOUT THIS ITEM:

- This clause is included in some General Clause Listings. Before adding this clause to your contract here, check to see if it is already in the applicable General Clause Listing.)****

116. FAR Clause **52.246-23, Limitation of Liability** (February 1997).

574

****(USE BELOW IN SOLICITATIONS AND CONTRACTS, OVER THE SIMPLIFIED ACQUISITION THRESHOLD (Other than ADP, A&E Services, Telecommunications, Construction or Maintenance and Rehabilitation of Real Property), SUBJECT TO THE REQUIREMENTS OF FAR 46.801, WHEN THE CONTRACT REQUIRES DELIVERY OF END ITEMS THAT ARE CONSIDERED TO BE "HIGH-VALUE" ITEMS AS DEFINED in FAR 46.802 OR DESIGNATED AS "HIGH-VALUE" BY THE CONTRACTING OFFICER. ***Note:*** *this clause is not applicable to Commercial Items* .

ADDITIONAL INFORMATION ABOUT THIS ITEM:

- When the contract requires the delivery of both High-value and Other end items:
  - Make sure to also include the FAR Clause at 42.245-23, above;
  - Use with Alternate I; and
  - Make sure that the contract schedule clearly identifies the end products that have been designated as "high-value" items.)****

117. FAR Clause **52.246-24, Limitation of Liability - High-Value Items** (February 1997). **Alternate I** (April 1984) [is/is not] applicable to this contract

575

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR THE PERFORMANCE OF SERVICES, OVER THE SIMPLIFIED ACQUISITION THRESHOLD (Other than Information Technology including Telecommunications, A&E Services, Construction or Maintenance and Rehabilitation of Real Property). **Note** : *This clause is not appliable to commercial items.*

ADDITIONAL INFORMATION ABOUT THIS ITEM :

- This clause is included in some General Clause Listings. Before adding this clause to your contract here, check to see if it is already in the applicable General Clause Listing.)****

118. FAR Clause **52.246-25 Limitation of Liability-Services** (February 1997).

576

**** (USE BELOW IN SOLICITATIONS AND CONTRACTS, WHEN U.S. GOVERNMENT-FINANCED INTERNATIONAL AIR TRANSPORTATION OF PERSONNEL AND/OR PROPERTY WILL OCCUR IN PERFORMANCE OF THE CONTRACT. ***Note:*** *This is not applicable for commercial items* .)****

119. FAR Clause **52.247-63, Preference for U.S. Flag Air Carriers** (June 2003).

577

****(USE BELOW IN SOLICITATIONS AND CONTRACTS, WHEN OCEAN TRANSPORTATION OF SUPPLIES IS ANTICIPATED.)****

120. FAR Clause **52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels** (February 2006).

578

****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN ADVANCE NOTICE OF SHIPMENT IS REQUIRED FOR SAFETY OR SECURITY REASONS. CO MAY ALSO REQUIRE, AS DEEMED NECESSARY WHEN CAR LOAD OR TRUCK LOAD SHIPMENTS WILL BE MADE AND ADVANCE NOTICE IS CONSIDERED NECESSARY. ***Note:*** *Generally, this notification is required for classified material, sensitive, controlled, and certain other protected material and some other hazardous materials* . See FAR 47.208-2 for more information.)****

121. FAR Clause **52.247-68, Report of Shipment (REPSHIP)** (February 2006).

579

****(USE BELOW IN SOLICITATIONS AND CONTRACTS, OVER THE SIMPLIFIED ACQUISITION THRESHOLD, EXCEPT AS SPECIFIED IN SUBPARAGRAPHS (a) 1-5 AND PARAGRAPH f. OF FAR 48.201. THE CONTRACTING OFFICER SHOULD REVIEW AND USE ALTERNATES I,II, OR III AS APPROPRIATE.)****

122. FAR Clause **52.248-1, Value Engineering** (June 2020).

580

****(USE BELOW WHEN THE GOVERNMENT REQUIRES AND PAYS FOR A SPECIFIC VALUE ENGINEERING EFFORT IN ARCHITECT-ENGINEER CONTRACTS.)****

123. FAR Clause **52.248-2, Value Engineering Program - Architect-Engineer** (March 1990).

581

****(USE BELOW WHEN THE CONTRACTING OFFICER MAY AUTHORIZE THE CONTRACTOR TO ACQUIRE SUPPLIES AND SERVICES FROM A GOVERNMENT SUPPLY SOURCE.)****

124. FAR Clause **52.251-1, Government Supply Sources** (April 2012).

582

****(USE BELOW WHEN NONE OF THE ABOVE CLAUSES ARE APPLICABLE TO THE CONTRACT.)****

125. **THERE ARE NO APPLICABLE CLAUSES IN THIS SECTION.**

583

****(USE BELOW IN CONTRACTS WHEN THE APPROVING OFFICIAL DETERMINES THAT THE CONTRACTOR SHALL BE INDEMNIFIED AGAINST UNUSUALLY HAZARDOUS OR NUCLEAR RISKS. (See FAR 50.104-3(b)(3).

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- **Alternate I** : Use with Alternate I in Cost-Reimbursement Contracts.)****

126. FAR Clause **52.250-1, Indemnification Under Public Law 85-804** (April 1984)

Alternate I (April 1984) [is/is not] applicable to this contract.

584

****(USE BELOW IN ANY RESULTANT CONTRACT APPLICABLE TO THE SAFETY ACT, **IF** THE DEPARTMENT OF HOMELAND SECURITY (DHS) HAS NOT ISSUED SAFETY ACT DESIGNATION OR CERTIFICATION TO THE SUCCESSFUL OFFEROR BEFORE CONTRACT AWARD.)****

127. FAR Clause **52.250-5, SAFETY Act--Equitable Adjustment** (November 2007).

585

****(USE IN ALL SOLICITATIONS AND CONTRACTS)****

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CHAPTER 3) CLAUSES:

586

****(USE BELOW IN SOLICITATIONS, CONTRACTS AND ORDERS OVER THE SIMPLIFIED ACQUISITION THRESHOLD UNLESS PRINTING OR INCREASED DUPLICATION IS AUTHORIZED BY STATUTE. Note: See Manual Chapter 6308: "ACQUISITION OF PRINTING REQUIREMENTS AT THE NIH" https://oma1.od.nih.gov/manualchapters/contracts/6308/index.html for more information regarding exceptions to this policy.

1. HHSAR Clause **352.208-70, Printing and Duplication** (December 2015)

587

****(USE BELOW IN SOLICITATIONS, CONTRACTS AND ORDERS PROVIDING FUNDING WHICH PARTIALLY OR FULLY SUPPORTS A CONFERENCE.)****

2. HHSAR Clause **352.211-2, Conference Sponsorship Request and Conference Materials Disclaimer** (December 2015)

588

****(USE BELOW IN SOLICITATIONS AND CONTRACTS SUBJECT TO THE PAPERWORK REDUCTION ACT REQUIREMENTS REGARDING THE COLLECTION AND RECORDING OF INFORMATION FROM 10 OR MORE PERSONS OTHER THAN FEDERAL EMPLOYEES.)****

3. HHSAR Clause **352.211-3, Paperwork Reduction Act** (December 2015)

589

****USE BELOW IN SOLICITATIONS AND CONTRACTS WITH HOSPTALS (PROFIT OR NON-PROFIT) WHEN COST-REIMBURSEMENT IS COMTEMPLATED.)****

4. HHSAR Clause **352.216-70, Additional Cost Principles for Hospitals (Profit or Non-Profit)** (December 2015).

590

****(USE BELOW WHEN THE CONTRACT WILL REQUIRE FAR Clause 52.219-9, Small Business Subcontracting Plan AND THE CONTRACTOR HAS AN HHS OSDBU-APPROVED MENTOR-PROTEGE AGREEMENT.)****

5. HHSAR Clause **352.219-71, Mentor-Protégé Program Reporting Requirements** (January 2010).

591

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS THAT INVOLVE HAZARDOUS MATERIALS OR HAZARDOUS OPERATIONS FOR THE FOLLOWING TYPES OF REQUIREMENTS: (A) Services OR Products (B) Research, Development OR Test Projects (C) Transportation of Hazardous Materials (D) Construction, Including Construction of Facilities on the Contractor's Premises)****

6. HHSAR Clause **352.223-70, Safety and Health** (December 2015)

592

****(USE BELOW IN SOLICITATIONS AND CONTRACTS, WHEN A COST-REIMBURSEMENT, FIXED-PRICE LEVEL-OF-EFFORT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACT IS COMTEMPLATED.)****

7. HHSAR Clause **352.231-70, Salary Rate Limitation** (December 2015)

Note : *The Salary Rate Limitation is at the Executive Level II Rate.*

See the following website for Executive Schedule rates of pay: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/ .

(*For current year rates, click on Salaries and Wages/Executive Schedule/Rates of Pay for the Executive Schedule. For prior year rates, click on Salaries and Wages/select Another Year at the top of the page/Executive Schedule/Rates of Pay for the Executive Schedule. Rates are effective January 1 of each calendar year unless otherwise noted* .)

593

****(USE BELOW WHEN CONTRACT PERFORMANCE WILL BE OUTSIDE THE UNITED STATES, ITS POSSESSIONS, AND PUERTO RICO, EXCEPT AS OTHERWISE PROVIDED FOR IN A GOVERNMENT-to-GOVERNMENT AGREEMENT.)****

8. HHSAR Clause **352.233-70, Choice of Law (Overseas)** (December 2015)

594

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR DESIGN-BUILD REQUIREMENTS

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM :

- **Alternate I** : In all solicitations and contracts for construction when Fast-Track procedures are being used.)****

9. HHSAR Clause **352.236-70 Design-Build Contracts** (December 2015).

595

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR: (1) KINDERGARTEN, ELEMENTARY, OR SECONDARY EDUCATION OR LIBRARY SERVICES; OR (2) HEALTH OR DAY CARED SERVICES THAT ARE PROVIDED TO CHILDREN UNDER THE AGE OF 18 ON A ROUTINE OR REGULAR BASIS PURSUANT TO THE PRO-CHILDREN ACT OF 1994.)****

10. HHSAR Clause **352.237-70, Pro-Children Act of 1994** (December 2015)

596

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS WHEN PERFORMANCE WILL TAKE PLACE ON FEDERAL LAND OR IN A FEDERALLY-OPERATED (OR CONTRACTED) FACILITY AND THAT INVOLVE THE PROFESSIONS/ACTIVITIES PERFORMED BY PERSONS SPECIFIED IN THE CRIME CONTROL ACT OF 1990 (42 U.S.C. 13031), INCLUDING, BUT NOT LIMITED TO, TEACHERS, SOCIAL WORKERS, PHYSICIANS, NURSES, DENTISTS, HEALTH CARE PRACTITIONERS, OPTOMETRISTS, PSYCHOLOGISTS, EMERGENCY MEDICAL TECHNICIANS, ALCOHOL OR DRUG TREATMENT PERSONNEL, CHILD CARE WORKERS AND ADMINISTRATORS, EMERGENCY MEDICAL TECHNICIANS AND AMBULANCE DRIVERS.)****

11. HHSAR Clause **352.237-71, Crime Control Act of 1990--Reporting of Child Abuse** (December 2015).

597

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR ALL CHILD CARE SERVICES TO CHILDREN UNDER THE AGE OF 18, INCLUDING SOCIAL SERVICES, HEALTH AND MENTAL HEALTH CARE, CHILD (DAY) CARE, EDUCATION (WHETHER OR NOT DIRECTLY INVOLVED IN TEACHING), AND REHABILITATIVE PROGRAMS COVERED UNDER THE CRIME CONTROL ACT OF 1990.)****

12. HHSAR Clause **352.237-72, Crime Control Act--Requirement for Background Checks** (December 2015)

598

****(USE BELOW, IN ALL SOLICITATIONS AND CONTRACTS.)****

c. NATIONAL INSTITUTES OF HEALTH (NIH) RESEARCH CONTRACTING (RC) CLAUSES:

The following clauses are attached and made a part of this contract:

599

****(USE BELOW IN ALL CONTRACTS WITH THE WORLD HEALTH ORGANIZATION (WHO) AND ITS AGENCIES, e.g., PAN AMERICAN HEALTH ORGANIZATION (PAHO), INTERNATIONAL AGENCY FOR RESEARCH ON CANCER (IARC), ETC.)****

1. **NIH (RC)-8, Maintenance and Examination of Records** (6/26/89) (Comptroller General Memorandum - 5/16/89).

600

**** (USE BELOW IN ALL CONTRACTS WITH THE WORLD HEALTH ORGANIZATION AND ITS AGENCIES, e.g., PAN AMERICAN HEALTH ORGANIZATION (PAHO), INTERNATIONAL AGENCY FOR RESEARCH ON CANCER (IARC), ETC. INCLUDE D&F IN THE CONTRACT FILE, BUT NOT IN THE CONTRACT.)****

2. **NIH (RC)-9, Disputes** (Assistant Secretary for Health and Surgeon General Determinations and Findings (D&F), 9/28/79, 4/1/84).

601

****(USE BELOW IN SOLICITATIONS AND CONTRACTS INVOLVING PATIENT CARE.)****

3. **NIH(RC)-11, Research Patient Care Costs** (4/1/84).

602

****(FOR NLM USE ONLY . INCLUDE THE FOLLOWING WHEN NLM REQUIRES OWNERSHIP OF THE DATA FIRST PRODUCED UNDER THE CONTRACT.)****

4. **NLM(RC)--Rights in Data--Special Works** (11/30/97).

603

**** (USE BELOW IN ALL CONTRACTS.) ****

ARTICLE I.4. ADDITIONAL FAR CONTRACT CLAUSES INCLUDED IN FULL TEXT

This contract incorporates the following clauses in full text.

604

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.)****

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

605

(USE BELOW IN SOLICITATIONS AND CONTRACTS WHEN THE CONTRACTOR OR A SUBCONTRACTOR AT ANY TIER MAY HAVE FEDERAL CONTRACT INFORMATION RESIDING IN OR TRANSITING THROUGH ITS INFORMATION SYSTEM.)

1. FAR Clause 52.204-21, **Basic Safeguarding of Covered Contractor Information Systems** (June 2016)

a. *Definitions* . As used in this clause--

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Safeguarding" means measures or controls that are prescribed to protect information systems.

b. Safeguarding requirements and procedures.

1. The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

i. Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

ii. Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

iii. Verify and control/limit connections to and use of external information systems.

iv. Control information posted or processed on publicly accessible information systems.

v. Identify information system users, processes acting on behalf of users, or devices.

vi. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

vii. Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

viii. Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

ix. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

x. Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

xi. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

xii. Identify, report, and correct information and information system flaws in a timely manner.

xiii. Provide protection from malicious code at appropriate locations within organizational information systems.

xiv. Update malicious code protection mechanisms when new releases are available.

xv. Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

2. *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

c. *Subcontracts* . The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

606

****(USE BELOW IN:

1. **SOLICITATIONS:** WHERE THE RESULTANT CONTRACT IS EXPECTED TO EXCEED $500,000 AND
2. **CONTRACTS:** WHEN THE OFFEROR HAS CHECKED **"HAS"** CURRENT ACTIVE FEDERAL CONTRACTS AND GRANTS WITH A TOTAL VALUE GREATER THAN $10,000,000 IN PARAGRAPH "b" OF THE PROVISION 52.209-7, Information Regarding Responsibility Matters.)****

2. *FAR Clause* ***52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters*** *(October 2018)*

As prescribed in 9.104-7(c), insert the following clause:

a. *The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management (SAM) database at* http://www.acquisition.gov .
b. *As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past*

performance reviews, will be publicly available. FAPIIS consists of two segments--

1. *The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--*
    i. *Government personnel and authorized users performing business on behalf of the Government; or*
    ii. *The Contractor, when viewing data on itself; and*
2. *The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--*
    i. *Past performance reviews required by subpart 42.15;*
    ii. *Information that was entered prior to April 15, 2011; or*
    iii. *Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.*

c. *The Contractor will receive notification when the Government posts new information to the Contractor's record.*

1. *If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.*
2. *The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.*
3. *As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.*

d. *Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.*

(End of clause)

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USE BELOW IN ALL SOLICITATIONS

FAR Clause 52.204-26, Covered Telecommunications Equipment or Services-Representation

3. a. Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

   b. Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

   c. (1) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

   (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

   (End of provision)

608

****(USE BELOW IN FIXED PRICE SUPPLY AND INDEFINITE DELIVERY NEGOTIATED SOLICITATIONS AND CONTRACTS WHEN THE CONDITIONS SPECIFIED IN 16.203-4(a)(1)(i) - (iii) APPLY [BUT SEE 16.203-4(a)(2)]. THE CLAUSE MAY BE MODIFIED BY INCREASING THE 10% LIMIT ON AGGREGATE INCREASES SPECIFIED IN SUBPARAGRAPH (c)(1), UPON APPROVAL OF THE CHIEF OF THE CONTRACTING OFFICE.)****

4. FAR Clause **52.216-2, Economic Price Adjustment--Standard Supplies** (January 1997).
   a. The Contractor warrants that the unit price stated in the Schedule for _____ [offeror insert Schedule line item number] is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that--
      1. Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and
      2. Is the net price after applying any standard trade discounts offered by the Contractor.
   b. The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered

on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

c. If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:
    1. The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.
    2. The increased contract unit price shall be effective--
        i. On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or
        ii. If the written request is received later, on the date the Contracting Officer receives the request.
    3. The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.
    4. No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.
    5. Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

d. During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(End of Clause)

609

****(USE BELOW IN FIXED PRICE SUPPLY NEGOTIATED SOLICITATIONS AND CONTRACTS WHEN THE CONDITIONS SPECIFIED IN 16.203-4(b)(1)(i) - (iii) APPLY [BUT SEE 16.203-4(b)(1)(i)]. THE CLAUSE MAY BE MODIFIED BY INCREASE THE 10% LIMIT ON AGGREGATE INCREASE SPECIFIED IN SUBPARAGRAPH (c)(1), UPON APPROVAL OF THE CHIEF OF THE CONTRACTING OFFICE.)****

5. *FAR Clause **52.216-3, Economic Price Adjustment--Semistandard Supplies** (JANUARY 1997)*

    a. *The Contractor warrants that the supplies identified as line items* _____ *[offeror insert Schedule line item*

number] in the Schedule are, except for modifications required by the contract specifications, supplies for which it has an established price. The term "established price" means a price that (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the Contractor. The Contractor further warrants that, as of the date of this contract, any difference between the unit prices stated in the contract for these line items and the Contractor's established prices for like quantities of the nearest commercial equivalents are due to compliance with contract specifications and with any contract requirements for preservation, packaging, and packing beyond standard commercial practice.

b. *The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price (exclusive of any part of the unit price that reflects modifications resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.*

c. *If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price (exclusive of any part of the unit price resulting from compliance with specifications or with requirements for preservation, packaging, and packing beyond standard commercial practice) shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:*
    1. *The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.*
    2. *The increased contract unit price shall be effective--*
        i. *On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or*
        ii. *If the written request is received later, on the date the Contracting Officer receives the request.*
    3. *The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.*

    4. *No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.*

5. *Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.*

d. *During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.*

(End of clause)

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****(USE BELOW IN INDEFINITE DELIVERY, DEFINITE-QUANTITY, REQUIREMENTS, OR INDEFINITE-QUANTITY RFPs & CONTRACTS.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- **Subparagraph a:** Insert the dates for the timeframe that orders may be issued under the contract. Note: In accordance with FAR 16.505(a)(2) orders can only be issued within the period of performance of the contract.)****

6. FAR Clause **52.216-18, Ordering** (August 2020).

a. Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _____ through _____ .

b. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

c. If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

611

****(USE BELOW [OR WORDS SUBSTANTIALLY THE SAME] IN INDEFINITE DELIVERY, DEFINITE-QUANTITY, REQUIREMENTS, OR INDEFINITE-QUANTITY SOLICITATIONS AND CONTRACTS.)****

7. FAR Clause **52.216-19, Order Limitations** (October 1995)

a. **Minimum Order** . When the Government requires supplies or services covered by this contract in an amount of less than _____ [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

b. **Maximum Order.** The Contractor is not obligated to honor--
   1. Any order for a single item in excess of _____ [insert dollar figure or quantity].
   2. Any order for a combination of items in excess of _____ [insert dollar figure or quantity]; or
   3. A series of orders from the same ordering office within _ days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

c. If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

d. Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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****(USE BELOW IN INDEFINITE DELIVERY, REQUIREMENTS SOLICITATIONS AND CONTRACTS.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- **Subparagraph f:** Insert an end date for required Contractor deliveries. **Note:** *Make sure allow sufficient time for the Government to receive all deliverables from orders issued within the period of performance of the contract* .

ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. **Use with Alternate I:** If the contract is for nonpersonal services and related supplies and covers estimated requirements that exceed a specific Government activity's internal capability to produce or perform.
2. **Use with Alternate II:** If the contract includes subsistence for both Government use and resale in the same Schedule, and similar products may be acquired on a brand-name basis.
3. **Use with Alternate III:** If the contract involves a partial small business set-aside.
4. **Use with Alternate IV:** If the contract includes subsistence for both Government use and resale in the same schedule and similar products may be acquired on a brand-name basis and involves a partial small business set aside.)****

8. FAR Clause **52.216-21, Requirements** (October 1995).

   a. This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result

in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

c. Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

d. The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

e. If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

f. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after

_____ .

(End of clause)

Alternate I (April 1984) [is not/is] applicable to this contract.

Alternate II (April 1984) [is not/not] applicable to this contract.

Alternate III (October 1995) [is not/is] applicable to this contract.

Alternate IV (October 1995) [is not/is] applicable to this contract.

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****(USE BELOW IN INDEFINITE DELIVERY, INDEFINITE QUANTITY SOLICITATIONS AND CONTRACTS.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- **Subparagraph d:** Insert an end date for required Contractor deliveries. ***Note:*** *Make sure allow sufficient time for the Government to receive all deliverables from orders issued within the period of performance of the contract* .)****

9. FAR Clause **52.216-22, Indefinite Quantity** (October 1995)

a. This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
c. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
d. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after _____ .

(End of clause)

614

****(USE BELOW WHEN THE CONTRACT INCLUDES AN OPTION AND IT IS NECESSARY TO INCLUDE: 1) A REQUIREMENT THAT THE GOVERNMENT SHALL GIVE THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND THE CONTRACT; 2) A STIPULATION THAT AN EXTENSION OF THE OPTION; AND/OR, 3) A SPECIFIED LIMITATION ON THE TOTAL DURATION OF THE CONTRACT.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- **Subparagraph a:**
  - **First text box:** Insert the period of time within which the Contracting Officer may exercise the option.
  - **Second text box:** If you intend to notify the contractor of the Government's intent to exercise its option 60 days prior to contract expiration, leave this box blank, otherwise insert the number of days you intend to notify the contractor.
- **Subparagraph c:** Insert the number of months or years (as applicable) of total duration of the contract, including the exercise of any options.)****

10. FAR Clause **52.217-9, Option to Extend the Term of the Contract** (March 2000).

a. The Government may extend the term of this contract by written notice to the Contractor within _____ [INSERT THE PERIOD OF TIME WITHIN WHICH THE CONTRACTING OFFICER MAY EXERCISE THE OPTION]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.
b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ [MONTHS/YEARS].

(End of clause)

615

****(USE BELOW IN SOLICITATIONS AND CONTRACTS FOR SUPPLIES WHICH ARE, OR WHICH CONTAIN:

- RADIOACTIVE MATERIAL REQUIRING SPECIFIC LICENSING UNDER REGULATIONS ISSUED PURSUANT TO THE ATOMIC ENERGY ACT OF 1954; OR
- RADIOACTIVE MATERIAL NOT REQUIRING SPECIFIC LICENSING IN WHICH THE SPECIFIC ACTIVITY IS GREATER THAN 0.002 MICROCURIES PER GRAM OR THE ACTIVITY PER ITEM EQUALS OR EXCEEDS 0.01 MICROCURIES.

SUCH SUPPLIES INCLUDE, BUT ARE NOT LIMITED TO, AIRCRAFT, AMMUNITION, MISSILES, VEHICLES, ELECTRONIC TUBES, INSTRUMENT PANEL GAUGES, COMPASSES AND IDENTIFICATION MARKERS.

ADDITIONAL INSTRUCTIONS TO COMPLETE THIS ITEM :

- **Subparagraph a:** The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).)****

11. FAR Clause **52.223-7, Notice of Radioactive Materials** (January 1997)

a. The Contractor shall notify the Contracting Officer or designee, in writing, _____ days prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the

name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

b. If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-
    1. Be submitted in writing;
    2. State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
    3. Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

c. All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

d. This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

616

****(USE BELOW IN SOLICITATIONS AND CONTRACTS EXCEEDING $150,000 THAT ARE FOR, OR SPECIFY THE USE OF EPA DESIGNATED ITEMS CONTAINING RECOVERED MATERIALS.)****

12. FAR Clause **52.223-9, Estimate of Percentage of Recovered Material Content for EPA Designated Items** (May 2008)

a. *Definitions.* As used in this clause --

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

b. The Contractor, on completion of this contract, shall--
    1. Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract

performance, including, if applicable, the percentage of post-consumer material content; and

2. Submit this estimate to _____ [*Contracting Officer complete in accordance with agency procedures*].

(End of clause)

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS THAT CONTAIN FAR Clause 52.223-9, ABOVE, IF TECHNICAL PERSONNEL ADVISE THAT ESTIMATES CAN BE VERIFIED.)****

13. **Alternate I** (May 2008), FAR Clause 52.223-9, **Estimate of Percentage of Recovered Material Content for EPA-Designated Items** (May 2008).
As prescribed in 23.406(d), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

_____
(Signature of the Officer or Employee)

_____
(Typed Name of the Officer or Employee)

_____
(Title)

_____
(Name of Company, Firm, or Organization)

_____
(Date)

(End of certification)

618

*** (USE BELOW WHEN THE SOLICITATIONS AND CONTRACTS, *EXCEPT FOR CONTRACTS FOR SUPPLIES THAT WILL BE DELIVERED OUTSIDE OF THE UNITED STATES AND ITS OUTLYING AREAS, OR CONTRACTS FOR SERVICES THAT WILL BE PERFORMED OUTSIDE OF THE UNITED STATES AND ITS OUTLYING AREAS* FOR REFRIGERATION EQUIPMENT; AIR CONDITIONING EQUIPMENT; CLEAN AGENT FIRE SUPPRESSION SYSTEMS/EQUIPMENT; BULK REFRIGERANTS AND FIRE SUPPRESSANTS; SOLVENTS, DUSTERS, FREEZING COMPOUNDS, MOLD RELEASE AGENTS, AND ANY OTHER MISCELLANEOUS CHEMICAL SPECIALTY THAT MAY CONTAIN CONTEMPLATING SUBSTANCES OR HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS; CORROSION PREVENTION COMPOUNDS, FOAM SEALANTS, AEROSOL MOLD RELEASE AGENTS, AND ANY OTHER PRESERVATIVE OR SEALING COMPOUND THAT MAY CONTAIN CONTEMPLATING SUBSTANCES OR HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS; FLUROCARBON LUBRICANTS (PRIMARILY AEROSOLS); AND ANY OTHER MANUFACTURED END PRODUCTS THAT MAY CONTAIN OR BE MANUFACTURED WITH CONTEMPLATING SUBSTANCES.***

14. FAR Clause **52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons** (June 2016)

    a. Definitions. As used in this clause--

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon Dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (http://www.epa.gov/snap/).

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

1. Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
2. Class II , including, but not limited to hydrochlorofluorocarbons.

b. The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

c. *Reporting* . For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall-

1. Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by-
   i. Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
   ii. Contract number; and
   iii. Equipment/appliance;
2. Report that information to the Contracting Officer for FY16 and to www.sam.gov , for FY17 and after00
   i. Annually by November 30 of each year during contract performance; and
   ii. At the end of contract performance.

d. The Contractor shall refer to EPA's SNAP program (available at http://www.epa.gov/snap) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at http://www.epa.gov/snap

(End of clause)

619

(USE BELOW IN SOLICITATIONS AND CONTRACTS, EXCEPT FOR CONTRACTS FOR SUPPLIES THAT WILL BE DELIVERED OUTSIDE OF THE UNITED STATES AND ITS OUTLYING AREAS, OR CONTRACTS FOR SERVICES THAT WILL BE PERFORMED OUTSIDE OF THE UNITED STATES AND ITS OUTLYING AREAS, FOR PRODUCTS THAT MAY CONTAIN HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS AS A PROPELLANT, OR AS A SOLVENT; OR THAT INVOLVE MAINTENANCE OR REPAIR OF ELECTRONIC OR MECHANICAL DEVICES.)

15. FAR Clause **52.223-20, Aerosols** (June 2016)

a. *Definitions* . As used in this clause--

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G. with supplemental tables of alternatives available at http://www.epa.gov/snap/).

"Hydrofluorocarbons" means compounds that contain only hydrogen, fluorine, and carbon.

b. Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as--

1. In-use emission rates, energy efficiency;

2. Safety, such as flammability or toxicity;

3. Ability to meet technical performance requirements; and

4. Commercial availability at a reasonable cost.

c. The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at http://www.epa.gov/snap/

(End of clause)

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(USE BELOW IN SOLICITATIONS AND CONTRACTS, EXCEPT FOR CONTRACTS FOR SUPPLIES THAT WILL BE DELIVERED OUTSIDE OF THE UNITED STATES AND ITS OUTLYING AREAS, OR CONTRACTS FOR SERVICES THAT WILL BE PERFORMED OUTSIDE OF THE UNITED STATES AND ITS OUTLYING AREAS, FOR PRODUCTS THAT MAY CONTAIN HIGH GLOBAL WARNING POTENTIAL HYDROFLUOROCARBONS OR REFRIGERANT BLENDS CONTAINING HYDROFLUOROCARBONS AS A FOAM BLOWING AGENT.)

16. FAR Clause **52.223-21, Foams** (June 2016)

a. *Definitions.* As used in this clause--

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G. with supplemental tables of alternatives available at http://www.epa.gov/snap/).

"Hydrofluorocarbons" means compounds that contain only hydrogen, fluorine, and carbon.

b. Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as--

1. In-use emission rates, energy efficiency, and safety;

2. Ability to meet performance requirements; and;

3. Commercial availability at a reasonable cost.

c. The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at http://www.epa.gov/snap/.

(End of clause)

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****(WHEN USING FUNDS **OTHER THAN** RECOVERY ACT FUNDS, USE BELOW IN SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION PERFORMED IN THE UNITED STATES AND VALUED AT LESS THAN $7,777,000. ***Note:*** *The Contracting Officer must list all foreign construction material excepted from the requirements of the Buy American statute in paragraph (b)(2)* .)****

17. FAR Clause **52.225-9, Buy American--Construction Materials** (May 2014)

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

Commercially available off-the-shelf (COTS) item --

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in (46 U.S.C. App. 40102(4)), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means --

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means

(1) An unmanufactured construction material mined or produced in the United States;
(2) A construction material manufactured in the United States, if --

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference* .

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for

construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction material or components listed by the Government as follows:

_____

[*Contracting Officer to list applicable excepted materials or indicate "none"*]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.
(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including --

(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data . To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

Construction Material Description	Unit of Measure	Quantity	Price (dollars)*

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
[Include other applicable supporting information.]
[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty free entry certificate is issued).]

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****(WHEN USING FUNDS **OTHER THAN** RECOVERY ACT FUNDS, USE BELOW IN SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION PERFORMED IN THE UNITED STATES AND VALUED AT $7,777,000 OR MORE. ***Note:*** *The Contracting Officer must list in paragraph (b)(3) of the clause, all foreign construction material excepted from the requirements of the Buy American statute, other than designated country construction material* .)****

18. FAR Clause **52.225-11, Buy American--Construction Materials Under Trade Agreements** (October 2019)

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

Commercially available off-the-shelf (COTS) item--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 40102(4)), such as agricultural products and petroleum products.

Caribbean Basin country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);
(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama,

Peru, or Singapore);
(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
(4) A Caribbean Basin country ((Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States;
(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

Free Trade Agreement country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.
(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) except the Bahrain FTA, NAFTA, and Oman FTA apply to this acquisition. Therefore, the Buy American statute restrictions are waived for designated county construction materials other than Bahrainian, Mexican, or Omani constructions materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

_____

[Contracting Officer to list applicable excepted materials or indicate "none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data . To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
[Include other applicable supporting information.]
[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

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****(WHEN USING FUNDS **OTHER THAN** RECOVERY ACT FUNDS, USE BELOW IN SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION PERFORMED IN THE UNITED STATES AND VALUED AT $7,777,000 OR MORE, BUT LESS THAN $10,074,262. ***Note:*** *The Contracting Officer must list in paragraph (b)(3) of the clause, all foreign construction material excepted from the requirements of the Buy American statute, unless the excepted foreign construction material is from a designated country other than Bahrain, Mexico, and Oman .)****

19. ***Alternate I*** *(May 2014), FAR Clause* ***52.225-11, Buy American--Construction Materials Under Trade Agreements*** *(October 2019)*

As prescribed in 25.1102(c)(3), add the following definition of "Bahrainian, Mexican, or Omani construction material" to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

Bahrainian, Mexican, or Omani construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

b) Construction materials.

(1) Construction materials. (1) This clause implements the Buy American (41 U.S.C. chapter 83) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian, Mexican, or Omani construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

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**** (WHEN USING RECOVERY ACT FUNDS, USE BELOW IN SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION PERFORMED IN THE UNITED STATES AND VALUED AT LESS THAN $7,777,000. ***Note:*** *The Contracting Officer must list all foreign construction material excepted from the requirements of the Buy American statute in paragraph (b)(3).*) ****

20. FAR Clause **52.225-21, Required Use of American Iron, Steel, and Manufactured Goods-Buy American Statute--Construction Materials** (May 2014)

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as
complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

Domestic construction material means the following --

(1) An unmanufactured construction material mined or produced in the United States. (The Buy American statute applies.)

(2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

Manufactured construction material means any construction material that is not unmanufactured construction material.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

Unmanufactured construction material means raw material brought to the construction site for incorporation into the building or work that has not been--

(1) Processed into a specific form and shape; or
(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) *Domestic preference* . (1) This clause implements--

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 11-5), by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) 41 U.S.C. chapter 83, Buy American, by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a foreign country.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

_____

[Contracting Officer to list applicable excepted materials or indicate "none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic manufactured construction material, when compared to the cost of comparable foreign manufactured construction material, is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American statute to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American statute.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Cost;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American statute applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American statute.

(d) *Data* . To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.]

[Include all delivery costs to the construction site.]*

(End of clause)

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****(WHEN USING RECOVERY ACT FUNDS, USE BELOW IN SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION PERFORMED IN THE UNITED STATES AND VALUED AT $7,777,000 OR MORE.
Note: *The Contracting Officer must list, in paragraph (b)(3) of the clause, all foreign construction material excepted from the Buy American statute or section 1605 of the Recovery Act, other than Recovery Act designated country construction material.*)****

21. FAR Clause **52.225-23, Required Use of American Iron, Steel, and Manufactured Goods--Buy American Statute--Construction Materials Under Trade Agreements** (October 2019)

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

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania,

Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Columbia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste,Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country ((Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means the following:

(1) An unmanufactured construction material mined or produced in the United States. (The Buy American statute applies.)

(2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

Foreign construction material means a construction material other than a domestic construction material.

Free trade agreement (FTA) country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of an FTA country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Manufactured construction material means any construction material that is not unmanufactured construction material.

Nondesignated country means a country other than the United States or a designated country.

Recovery Act designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore); or

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

Recovery Act designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

Unmanufactured construction material means raw material brought to the construction site for incorporation into the building or work that has not been--

(1) Processed into a specific form and shape; or
(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials.* (1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) do not apply to Recovery Act designated country manufactured construction material. The restrictions of the Buy American statute do not

apply to designated country unmanufactured construction material. Consistent with U.S. obligations under international agreements, this clause implements--

(i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American statute by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a nondesignated country.

(2) The Contractor shall use only domestic construction material, Recovery Act designated country manufactured construction material, or designated country unmanufactured construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none".]

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable;

(A) The cost of domestic manufactured construction material is unreasonable when the cumulative cost of such material, when compared to the cost of comparable foreign manufactured construction material, other than Recovery Act designated country construction material, will increase the overall cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material, other than designated

country construction material, by more than 6 percent;
(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American statute to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American statute.*

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Cost;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the

determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American statute applies, use of foreign construction material other than manufactured construction material from a Recovery Act designated country or unmanufactured construction material from a designated country is noncompliant with the applicable Act.

(d) *Data* . To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN (NONDESIGNATED COUNTRY) AND DOMESTIC CONSTRUCTION MATERIALS COST COMPARISON

Construction material description	Unit of measure	Quantity	Cost (dollars)*
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2:			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] [Include all delivery costs to the construction site.]*

(End of clause)

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****(WHEN USING RECOVERY ACT FUNDS, USE BELOW IN SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION PERFORMED IN THE UNITED STATES, VALUED AT $7,777,000 OR MORE BUT LESS THAN $10,074,262. ***Note:*** *The Contracting Officer must list, in paragraph (b)(3) of the clause, all foreign construction material excepted from the Buy American statute or section 1605 of the Recovery Act, unless the excepted foreign construction material is from a Recovery Act designated country other than Bahrain, Mexico, or Oman.*)****

22. **Alternate I** (May 2014) FAR Clause **52.225-23, Required Use of American Iron, Steel, and Manufactured Goods-Buy AmericanStatute-Construction Materials under Trade Agreements** (October 2019)

As prescribed in 25.1102(e), add the following definition of "Bahrainian, Mexican, or Omani construction material" to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

Bahrainian, Mexican, or Omani construction material" means a construction material that --

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) *Construction materials* . (1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) do not apply to Recovery Act designated country manufactured construction material. The restrictions of the Buy American statute do not apply to designated country unmanufactured construction material. Consistent with U.S. obligations under international agreements, this clause implements--

(i) Section 1605 of the Recovery Act, by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all

manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and
(ii) The Buy American statute by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a nondesignated country.

(2) The Contractor shall use only domestic construction material, Recovery Act designated country manufactured construction material, or designated country unmanufactured construction material, other than Bahrainian, Mexican, or Omani construction material, in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS GREATER THAN $25,000 FOR THE PROVISION, SERVICE, OR SALE OF FOOD IN THE UNITED STATES.)****

23. FAR Clause **52.226-6, Promoting Excess Food Donation to Nonprofit Organizations** (June 2020)

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

Apparently wholesome food means food that meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.

Excess food means food that--

(1) Is not required to meet the needs of the executive agencies; and
(2) Would otherwise be discarded.

Food-insecure means inconsistent access to sufficient, safe, and nutritious food.
Nonprofit organization means any organization that is--

(1) Described in section 501(c) of the Internal Revenue Code of 1986; and
(2) Exempt from tax under section 501(a) of that Code.

(b) In accordance with the Federal Food Donation Act of 2008 (Pub. L. 110-247), the Contractor is encouraged, to the maximum extent practicable and safe, to donate excess, apparently wholesome
food to nonprofit organizations that provide assistance to food-insecure people in the United States.

(c) *Costs*. (1) The Contractor, including any subcontractors, shall assume the responsibility for all the costs and the logistical support to collect, transport, maintain the safety of, or distribute the excess, apparently wholesome food to the nonprofit organization(s) that provides assistance to food-insecure people.

(2) The Contractor will not be reimbursed for any costs incurred or associated with the donation of excess foods. Any costs incurred for excess food donations are unallowable.

(d) *Liability* . The Government and the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall be construed to supersede State or local health regulations (subsection (f) of 42 U.S.C. 1791).

(e) *Flowdown*. The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments greater than $25,000 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States.

628

****(USE BELOW IN RFPs AND CONTRACTS FOR CONSTRUCTION, WHEN THE ESTIMATED VALUE OF THE ACQUISITION EXCEEDS $30,000 BUT DOES NOT EXCEED $150,000.
ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

- Subparagraph (a): FAR 28.102-1(b) contains information about payment protections to be included in this subparagraph.)****

24. FAR Clause **52.228-13, Alternative Payment Protections** (July 2000)

(a) The Contractor shall submit one of the following payment protections:

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within __ days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS (OTHER THAN CONSTRUCTION) THAT CONTAIN A REQUIREMENT FOR BOTH PAYMENT AND PERFORMANCE BONDS. THE CO MUST DETERMINE THE AMOUNT OF EACH BOND FOR INSERTION IN THE CLAUSE AND SET A PERIOD OF TIME (NORMALLY 10 DAYS) FOR RETURN OF THE EXECUTED BONDS.)****

25. FAR Clause **52.228-16, Performance And Payment Bonds--Other Than Construction** (November 2006)

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

Original Contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to _ percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to _ percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within _ days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. or via the internet at http://www.fms.treas.gov/c570.

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****(USE BELOW WITH THE ABOVE CLAUSE (ALTERNATE I) WHEN ONLY PERFORMANCE BONDS ARE REQUIRED.)****

Alternate I (July 2000) of FAR Clause **52.228-16, Performance and Payment Bonds--Other Than Construction** (November 2006)

As prescribed in 28.103-4, substitute the following paragraphs (b) and (d) for paragraphs (b) and (d) of the basic clause:

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection to the Government in an amount equal to percent of the original contract price.

(d) The Government may require additional performance bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

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****(USE BELOW IN ONE YEAR INDEFINITE QUANTITY AND REQUIREMENTS SOLICITATIONS AND CONTRACTS FOR SERVICES WHEN THE CONTRACT IS FUNDED BY ANNUAL APPROPRIATIONS AND IS TO EXTEND BEYOND THE INITIAL FISCAL YEAR.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM:

1. Enter the last date in which contract funds are presently available in the first text area.
2. Enter the last date in which the Government shall be legally liable for payment of performance under the contract in the second text area.)****

26. FAR Clause **52.232-19, Availability of Funds for the Next Fiscal Year** (April 1984).

    Funds are not presently available for performance under this contract beyond _____ . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____ , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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****(USE BELOW IN NEGOTIATED FIXED PRICE CONTRACTS (excluding A&E and Construction contracts) WHERE PERFORMANCE-BASED CONTRACT FINANCING WILL BE PROVIDED. See FAR Subpart 32.10 for more information. A DESCRIPTION OF THE BASIS FOR PAYMENT & LIQUIDATION MUST BE PROVIDED AS REQUIRED BY FAR 32.1004.)****

27. FAR Clause **52.232-32, Performance-Based Payments** (April 2012).
    (a) *Amount of payments and limitations on payments* . Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

    (b) *Contractor request for performance-based payment* . The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and

totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests* . (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the __ *[Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"]* day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments* . (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments* . The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or
(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title* . (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;
(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and
(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or
(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss* . Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls* . The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access* . The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default* . If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights* . (1) No payment or vesting of title under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or
(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment* . The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;
(2) The date of the request for performance-based payment;
(3) The contract number and/or other identifier of the contract or order under which the request is made;
(4) Such information and documentation as is required by the contract's description of the basis for payment; and
(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification* . As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

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****(USE BELOW IN FIXED PRICE SOLICITATIONS AND CONTRACTS FOR CONSTRUCTION WHEN PHYSICAL DATA (E.G., TEST BORINGS, HYDROGRAPHIC DATA, WEATHER CONDITIONS DATA) WILL BE FURNISHED OR MADE AVAILABLE TO OFFERORS.
ADDITIONAL INFORMATION ABOUT THIS ITEM:

1. All information to be furnished or made available to offerors before award that pertains to the performance of the work should be identified in the clause.
2. When paragraphs are not applicable they may be deleted.)****

28. FAR Clause **52.236-4, Physical Data** (April 1984)
Data and Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by _____ [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].

(b) Weather conditions _____ [insert a summary of weather records and warnings].

(c) Transportation facilities _____
[insert a summary of transportation facilities providing access from the site, including information about their availability and limitations].

(d) _____ [insert other pertinent information].

(End of clause)

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****(USE BELOW IN SOLICITATIONS AND CONTRACTS WHENEVER THE CONTRACT INVOLVES THE PURCHASE OF GAS IN CONTRACTOR-FURNISHED RETURNABLE CYLINDERS AND THE CONTRACTOR RETAINS TITLE TO THE CYLINDERS)****

29. FAR Clause **52.247-66, Returnable Cylinders** (May 1994)

(a) Cylinder, referred to in this clause, is a pressure vessel designed for pressures higher than 40 psia and having a circular cross section excluding a portable tank, multitank car tank, cargo tank or tank car.

(b) Returnable cylinders shall remain the Contractor's property but shall be loaned without charge to the Government for a period of __ days [Contracting Officer shall insert number of days] (hereafter referred to as loan period) following the day of delivery to the f.o.b. point specified in the contract. Any cylinder not returned within the loan period shall be charged a daily rental beginning with the first day after the loan period expires, to and including the day the cylinders are delivered to the Contractor (if the original delivery was f.o.b. Origin) or are delivered or made available for delivery to the Contractor's designated carrier (if the original deliver was f.o.b. destination). The Government shall pay the Contractor a rental of $ _____ [Contracting Officer shall insert dollar amount for rental, after evaluation of offers] per cylinder, per day, computed separately for cylinders by type, size, and capacity and for each point of delivery named in the contract. No rental shall accrue to the Contractor in excess of replacement value per cylinder specified in paragraph (c) of this clause.

(c) For each cylinder lost or damaged beyond repair while in the Government's possession, the Government shall pay to the Contractor the replacement value, less the allocable rental paid for that cylinder as follows: _____ [Contracting Officer shall insert the cylinder types, sizes, capacities, and associated replacement values.] These cylinders shall become Government property.

(d) If any lost cylinder is located within __ [Contracting Officer shall insert number of days] calendar days after payment by the Government, it may be returned to the Contractor by the Government, and the Contractor shall pay to the Government an amount equal to the replacement value, less rental computed in accordance with paragraph (b) of this clause, beginning at the expiration of the loan period specified in paragraph (b) of this clause, and continuing to the date on which the cylinder was delivered to the Contractor.

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****(USE BELOW IN COST-REIMBURSEMENT SOLICITATIONS AND CONTRACTS WHEN THE CONTRACT OR A FIRST TIER COST-REIMBURSEMENT SUBCONTRACT THEREUNDER WILL AUTHORIZE REIMBURSEMENT OF TRANSPORTATION AS A DIRECT CHARGE TO THE CONTRACT OR SUBCONTRACT.)****

30. FAR Clause **52.247-67, Submission of Transportation Documents for Audit** (February 2006).

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By Contractor under a cost-reimbursement contract; and
(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

_____

_____

[To be filled in by the Contracting Officer]

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.)****

b. DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) (48 CHAPTER 3) CLAUSES:

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****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FUNDED IN WHOLE OR IN PART WITH PREVENTION AND PUBLIC HEALTH FUND (PPHF) FUNDS. THIS INCLUDES (but not is limited to) AWARDING OR MODIFYING ORDERS AGAINST EXISTING OR NEW CONTRACTS ISSUED UNDER FAR SUBPARTS 8.4 AND 16.5 THAT WILL BE FUNDED WITH PPHF FUNDS.

ADDITIONAL INFORMATION ABOUT THIS ITEM:

- Contracting Officers may not use PPHF funds on any existing or new contract or order if this clause is not incorporated in the contract.
- This clause is not required for any task and/or delivery order when it is contained in the "parent contract.")****

1. HHSAR Clause **352.204-70, Prevention and Public Health Fund--Reporting Requirements** (December 2015).

   (a) Pursuant to Public Law this contract requires the contractor to provide products and/or services that are funded from the Prevention and Public Health Fund (PPHF), Public Law 111-148, sec. 4002. Section 220(a)(5) requires each contractor to report on its use of these funds under this contract. These reports will be made available to the public.

   (b) Semi-annual reports from the Contractor for all work funded, in whole or in part, by the PPHF, are due no later than 20 days following the end of each six-month period. The six-month reporting periods are January through June and July through December. The first report is due no later than 20 days after the end of the six-month period following contract award. Subsequent reports are due no later than 20 days after the end of each reporting period. If applicable, the Contractor shall submit its final report for the remainder of the contract period no later than 20 days after the end of the reporting period in which the contract ended.

   (c) The Contractor shall provide the following information in an electronic and 508 compliant format to the Contracting Officer.

(1) The Government contract and order number, as applicable.

(2) The amount of PPHF funds invoiced by the contractor for the reporting period and the cumulative amount invoiced for the contract or order.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in the reporting period.

(4) Program or project title, if any.

(5) The Contractor shall report any subcontract funded in whole or in part with PPHF funding, that is valued at $25,000 or more. The Contractor shall advise the subcontractor that the information will be made available to the public. The Contractor shall report:

(i) Name and address of the subcontractor.

(ii) Amount of the subcontract award.

(iii) Date of the subcontract award.

(iv) A description of the products or services (including construction) being provided under the subcontract.

(End of clause)

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****(USE BELOW AND ANY APPROPRIATE ALTERNATES IN LIEU OF FAR 52.227-11 WHENEVER A DETERMINATION OF EXCEPTIONAL CIRCUMSTANCES (DEC) INVOLVING THE PROVISION OF MATERIALS HAS BEEN EXECUTED IN ACCORDANCE WITH AGENCY POLICY AND PROCEDURES CALLS FOR ITS USE AND ALL CIRCUMSTANCES ARE COVERED UNDER THIS CLAUSE.

ADDITIONAL INFORMATION TO COMPLETE THIS ITEM :

- ALTERNATE I: Insert the description of the license to Class 2 inventions.)****

2. HHSAR Clause **352.227-11, Patent Rights--Exceptional Circumstances** (September 2014)

   This clause applies to all Contractor and subcontractor (at all tiers) Subject Inventions.

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

Agency means the Agency of the U.S. Department of Health and Human Services that is entering into this contract.

Class 1 Subject Invention means a Subject Invention described and defined in the DEC that will be assigned to a third party assignee, or assigned as directed by the Agency.

Class 2 Subject Invention means a Subject Invention described and defined in the DEC.

Class 3 Subject Invention means a Subject Invention that does not fall into Class 1 or Class 2 as defined in this clause.

DEC means the Determination of Exceptional Circumstances signed by [insert approving official] ____ on ____ [insert date] ____ and titled "[insert description]."

Invention means any invention or discovery, which is or may be patentable or otherwise protectable under Title 35 of United States Code, or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, *et. seq.*)

Made means: When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of such invention; or when used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Material means any proprietary material, method, product, composition, compound, or device, whether patented or unpatented, which is provided to the Contractor under this contract.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

Practical application means to manufacture, in the case of a composition or product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Small business firm means a small business concern as defined at section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

Subject Invention means any invention of the Contractor made in the performance of work under this contract.

Third party assignee means any entity or organization that may, as described in the DEC, be assigned Class 1 inventions.

(b) *Allocation of principal rights.* (1) *Retention of pre-existing rights.* Third party assignees shall retain all preexisting rights to Material in which the Third party assignee has a proprietary interest.

(2) *Allocation of Subject Invention rights.* (i) *Disposition of Class 1 Subject Inventions.* (A) Assignment to the Third party assignee or as directed by the Agency. The Contractor shall assign to the Third party assignee designated by the Agency the entire right, title, and interest throughout the world to each Subject Invention, or otherwise dispose of or transfer those rights as directed by the Agency, except to the extent that rights are retained by the Contractor under paragraph (b)(3) of this clause. Any such assignment or other disposition or transfer of rights will be subject to a nonexclusive, nontransferable, irrevocable, paid-up license to the U.S. Government to practice or have practiced the Subject Invention for or on behalf of the U.S. throughout the world. Any assignment shall additionally be subject to the "March-in rights" of 35 U.S.C. 203. If the Contractor is a U.S. nonprofit organization it may retain a royalty free, nonexclusive, nontransferable license to practice the invention for all nonprofit research including for educational purposes, and to permit other U.S. nonprofit organizations to do so.

(B) [Reserved]

(ii) *Disposition of Class 2 and 3 Subject Inventions.* Class 2 Subject Inventions shall be governed by FAR clause 52.227-11, Patent Rights-Ownership (December 2007) (incorporated herein by reference). However, the Contractor shall grant a license in the Class 2 Subject Inventions to the provider of the Material or other party designated by the Agency as set forth in Alternate I.

(iii) Class 3 Subject Inventions shall be governed by FAR clause 52.227-11, Patent Rights-Ownership by the Contractor (December 2007) (previously incorporated herein by reference).

(3) *Greater Rights Determinations.* The Contractor, or an employee-inventor after consultation by the Agency with the Contractor, may request greater rights than are provided in paragraph (b)(1) of this clause in accordance with the procedures of FAR paragraph 27.304-1(c). In addition to the considerations set forth in paragraph 27.304-1(c), the Agency may consider

whether granting the requested greater rights will interfere with rights of the Government or any Third party assignee or otherwise impede the ability of the Government or the Third party assignee to, for example, develop and commercialize new compounds, dosage forms, therapies, preventative measures, technologies, or other approaches with potential for the diagnosis, prognosis, prevention, and treatment of human diseases.

A request for a determination of whether the Contractor or the employee-inventor is entitled to retain such greater rights must be submitted to the Agency Contracting Officer at the time of the first disclosure of the invention pursuant to paragraph (c)(1) of this clause, or not later than 8 months thereafter, unless a longer period is authorized in writing by the Contracting Officer for good cause shown in writing by the Contractor. Each determination of greater rights under this contract shall be subject to paragraph (c) of the FAR clause at 52.227-13 (incorporated herein by reference), and to any reservations and conditions deemed to be appropriate by the Agency such as the requirement to assign or exclusively license the rights to Subject Inventions to the Third party assignee.

A determination by the Agency denying a request by the Contractor for greater rights in a Subject Invention may be appealed within 30 days of the date the Contractor is notified of the determination to an Agency official at a level above the individual who made the determination. If greater rights are granted, the Contractor must file a patent application on the invention. Upon request, the Contractor shall provide the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any Subject Invention in any country for which the Contractor has retained title. Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(c) *Invention disclosure by Contractor.* The Contractor shall disclose in writing each Subject Invention to the Agency Contracting Officer and to the Director, Division of Extramural Inventions and Technology Resources (DEITR), if directed by the Contracting Officer, as provided in paragraph (j) of this clause within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the Agency Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was Made and all inventors. It shall be sufficiently complete in technical detail to convey a clear understanding to

the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale (offer for sale), or public use of the invention and whether a manuscript describing the invention has been submitted for publication, and if so, whether it has been accepted for publication at the time of disclosure.

In addition, after disclosure to the Agency, the Contractor will promptly notify the Contracting Officer and DEITR of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor. If the Contractor assigns a Subject Invention to the Third party assignee, then the Contractor and its employee inventors shall assist the Third party assignee in securing patent protection. All costs of securing the patent, including the cost of the Contractor's assistance, are at the Third party's expense. Any assistance provided by the Contractor and its employee inventors to the Third party assignee or other costs incurred in securing patent protection shall be solely at the Third party's expense and not billable to the contract.

(d) *Contractor action to protect the Third party assignee's and the Government's interest.* (1) The Contractor agrees to execute or to have executed and promptly deliver to the Agency all instruments necessary to: Establish or confirm the rights the Government has throughout the world in Subject Inventions pursuant to paragraph (b) of this clause; convey title to a Third party assignee in accordance with paragraph (b) of this clause; and enable the Third party assignee to obtain patent protection throughout the world in that Subject Invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor, each Subject Invention "Made" under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on Subject Inventions and to establish the Government's rights or a Third party assignee's rights in the Subject Inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in

sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) If the Contractor is granted greater rights, the Contractor agrees to include, within the specification of any United States non-provisional patent application it files, and any patent issuing thereon, covering a Subject Invention the following statement: "This invention was made with Government support under (identify the Contract) awarded by (identify the specific Agency). The Government has certain rights in the invention."

(4) The Contractor agrees to provide a final invention statement and certification prior to the closeout of the contract listing all Subject Inventions or stating that there were none.

(e) *Subcontracts.* (1) The Contractor will include this clause in all subcontracts, regardless of tier, for experimental, developmental, or research work. At all tiers, the clause must be modified to identify the parties as follows: References to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor will not, as part of the consideration for awarding the contract, obtain rights in the subcontractor's Subject Inventions.

(2) In subcontracts, at any tier, the Agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (c)(1)(ii) of FAR clause 52.227-13.

(f) *Reporting on utilization of Subject Inventions in the event greater rights are granted to the Contractor.* The Contractor agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a Subject Invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees when a request under

subparagraph b.3. has been granted by the Agency. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the Agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the Agency in connection with any march-in proceeding undertaken by the Agency in accordance with paragraph (h) of this clause. As required by 35 U.S.C. 202(c)(5), the Agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

(g) Preference for United States industry in the event greater rights are granted to the Contractor. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any Subject Invention in the United States unless such person agrees that any product embodying the Subject Invention or produced through the use of the Subject Invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(h) *March-in rights in the event greater rights are granted to the Contractor.* The Contractor acknowledges that, with respect to any Subject Invention in which it has acquired ownership through the exercise of the rights specified in paragraph (b)(3) of this clause, the Agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of Agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations in the event greater rights are granted to the Contractor. If the Contractor is a nonprofit organization, it shall:

(1) Not assign rights to a Subject Invention in the United States without the written approval of the Agency, except where an assignment is made to an organization that has as one of its primary functions the management of

inventions, provided that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a Subject Invention with the inventor, including Federal employee co-inventors (but through their Agency if the Agency deems it appropriate) when the Subject Invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to Subject Inventions, after payment of expenses (including payments to inventors) incidental to the administration of Subject Inventions for the support of scientific research or education;

(4) Make efforts that are reasonable under the circumstances to attract licensees of Subject Inventions that are small business concerns, and give a preference to a small business concern when licensing a Subject Invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor; and

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) *Communications.* All invention disclosures and requests for greater rights shall be sent to the Agency Contracting Officer, as directed by the Contracting Officer. Additionally, a copy of all disclosures, confirmatory

licenses to the Government, face page of the patent applications, waivers and other routine communications under this funding agreement at all tiers must be sent to:

[Insert Agency Address]

Agency Invention Reporting Web site: *http://www.iEdison.gov.*

Alternate I (Sept 2014). As prescribed in *327.303,* the license to Class 2 inventions recited in 352.227-11(b)(2)(a) is as follows:

[Insert description of license to Class 2 inventions]

(End of clause)

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****(USE BELOW WITH ANY APPROPRIATE ALTERNATES IN ACCORDANCE WITH HHSAR 327.409 IN LIEU OF FAR 52.227-14 WHENEVER A DETERMINATION OF EXCEPTIONAL CIRCUMSTANCES (DEC) EXECUTED IN ACCORDANCE WITH AGENCY POLICY AND PROCEDURES CALLS FOR ITS USE.
NOTE : *Prior to use of this clause a DEC must be executed in accordance with agency policy and procedures. The Contracting Officer should reference the DEC in the solicitation and shall attach a copy of the executed DEC to the contract.)****

3. HHSAR **352.227-14 Rights in Data-Exceptional Circumstances** (September 2014)

(a) *Definitions.* As used in this clause-[Definitions may be added or modified in paragraph (a) as applicable.]

Computer database or *database* means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software -(i) Means (A) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(B) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(ii) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of the Government in limited rights data as set forth in the Limited Rights Notice in Alternate II paragraph (g)(3) if included in this clause. "Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of Alternate III paragraph (g)(4) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data means recorded information (regardless of the form or method of the recording) of a scientific or technicalnature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403 (8)).

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.* (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright.* (1) *Data first produced in the performance of this contract.* (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (*e.g.,* export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer or in the following paragraphs.

(4) In addition to any other provisions, set forth in this contract, the Contractor shall ensure that information concerning possible inventions made under this contract is not prematurely published thereby adversely affecting the ability to obtain patent protection on such inventions. Accordingly, the Contractor will provide the Contracting Officer a copy of any publication or other public disclosure relating to the work performed under this contract at least 30 days in advance of the disclosure. Upon the Contracting Officer's request the Contractor agrees to delay the public disclosure of such data or publication of a specified paper for a reasonable time specified by the Contracting Officer, not to exceed 6 months, to allow for the filing of domestic and international patent applications in accordance with Clause 352.227-11, Patent Rights-Exceptional Circumstances (abbreviated month and year of Final Rule publication).

(5) *Data on Material(s).* The Contractor agrees that in accordance with paragraph (d)(2), proprietary data on Material(s) provided to the Contractor under or through this contract shall be used only for the purpose for which they were provided, including screening, evaluation or optimization and for no other purpose.

(6) *Confidentiality.* (i) The Contractor shall take all reasonable precautions to maintain Confidential Information as confidential, but no less than the steps Contractor takes to secure its own confidential information.

(ii) Contractor shall maintain Confidential Information as confidential unless specifically authorized otherwise in writing by the Contracting Officer. Confidential Information includes/does not include [Government may define confidential information here.]

(e) *Unauthorized marking of data.* (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (4) of this clause (if those alternate paragraphs are included in this clause), and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may cancel or ignore the markings. However, pursuant to 41 U.S.C. 253 d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final Agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph(e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be

made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with Agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request there under.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph

(e) from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.* (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i) through (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms

affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

Alternate I (SEPT 2014). As prescribed in *327.409,* substitute the following definition for "limited rights data" in paragraph (a) of the basic clause:

Limited rights data means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

Alternate II (SEPT 2014). As prescribed in *327.409,* insert the following paragraph (g)(3) in the basic clause:

(g)(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

Limited Rights Notice (SEPT 2014)

(a) These data are submitted with limited rights under Government Contract No. ____ (and subcontract ____, if appropriate). These data may be reproduced and used by the Government with the express limitation that

they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: [Agencies may list additional purposes or if none, so state.]

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

Alternate III (SEPT 2014). As prescribed in *327.409,* insert the following paragraph (g)(4) in the basic clause: (g)(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (SEPT 2014)

(a) This computer software is submitted with restricted rights under Government Contract No. ____ (and subcontract ____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be-

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

Restricted Rights Notice Short Form (SEPT 2014)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. ____ (and subcontract, if appropriate) with ____ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401 , it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

Alternate IV (SEPT 2014). As prescribed in *327.409,* substitute the following paragraph (c)(1) for paragraph (c)(1) of the basic clause:

(c) *Copyright* -(1) *Data first produced in the performance of the contract.* Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

Alternate V (SEPT 2014). As prescribed in *327.409,* add the following paragraph (j) to the basic clause:

(j) The Contractor agrees, except as may be otherwise specified in this contract for specific data deliverables listed as not subject to this paragraph, that the Contracting Officer may, up to 3 years after acceptance of all deliverables under this contract, inspect at the Contractor's facility any data withheld pursuant to paragraph (g)(1) of this clause, for purposes of verifying the Contractor's assertion of limited rights or restricted rights status of the data or for evaluating work performance. When the Contractor whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if a particular representative made the inspection, the Contracting Officer shall designate an alternate inspector.

640

****(USE BELOW SOLICITATIONS, CONTRACTS AND ORDERS TO DELIVER SERVICES UNDER HHS' PROGRAMS DIRECTLY TO THE PUBLIC.)****

4. HHSAR Clause **352.237-74, Non-Discrimination in Service Delivery** (December 2015).

   It is the policy of the Department of Health and Human Services that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identity, sexual orientation, or disability (physical or mental). By acceptance of this contract, the contractor agrees to comply with this policy in supporting the program and in performing the services called for under this contract. The contractor shall include this clause in all sub¬contracts awarded under this contract for supporting or performing the specified program and services. Accordingly, the contractor shall ensure that each of its employees, and any sub-contractor staff, is made aware of, understands, and complies with this policy.

   (End of Clause)

641

****(USE BELOW WHEN NO FULL TEXT FAR CLAUSES ARE APPLICABLE TO THE CONTRACT.)****

c. **THERE ARE NO APPLICABLE CLAUSES IN THIS SECTION.**

642

**** (USE BELOW IN CONTRACTS, AS APPROPRIATE.) ****

ARTICLE I.5. SMALL BUSINESS ADMINISTRATION - 8(a) PROGRAM

This contract has been awarded in accordance with the program established in Section 8(a) of the Small Business Act (15 U.S.C. 637(a)) and the Partnership Agreement (PA) between the U.S. Small Business Administration (SBA) and the U.S. Department of Health and Human Services (HHS) effective October 23, 2012 until amended. The following clauses are hereby incorporated and made a part of this contract. All clauses incorporated by reference have the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available.

643

644

****(USE BELOW IN ALL COMPETITIVE 8(a) SOLICITATIONS AND CONTRACTS. NOTE: The clauses below are those prescribed by the "Direct 8(a) Contracting Model Coverage" developed by the CAAC under CAAC Letter 98-3 to implement and supplement the Partnership Agreement between SBA and DHHS effective October 23, 2012 until amended.)****

a. FAR Clause **52.219-18, Notification Of Competition Limited To Eligible 8(a) Concerns** (June 2003) **with Alternate For Acquisitions Under FAR 19.800 (Deviation)** (HHS/SBA PA - October 23, 2012 until amended)

(a) Offers are solicited only from (a) Offers are solicited only from small business concerns expressly certified by the Small business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.)

(d) Agreement.

(1) A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply to construction or service contracts.

(2) The _____ [INSERT THE NAME OF SBA's CONTRACTOR] will notify the _____ [INSERT NAME OF CONTRACTING AGENCY] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

645

**** (USE BELOW WHEN COMPETITION IS LIMITED TO 8(a) CONCERNS WITHIN ONE OR MORE SPECIFIC SBA DISTRICT(S)/REGION(S) PURSUANT TO 19.804-3.) ****

b. **Alternate I** , (January 2017) is added to FAR Clause **52.219-18, Notification of Competition Limited to Eligible 8(a) Concerns** (March 2020) as follows:

(a) (3) The offeror's approved business plan is on the file and serviced by _____ [CONTRACTING OFFICER COMPLETES BY INSERTING THE APPROPRIATE SBA DISTRICT AND/OR REGIONAL OFFICE(S) AS IDENTIFIED BY THE SBA].

646

**** (USE BELOW IN ALL 8(a) CONTRACTS.) ****

c. FAR Clause **52.219-70XX, Section 8(a) Direct Award** (HHS/SBA PA-October 23, 2012 until amended)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the _____ [INSERT AGENCY NAME]. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: _____ [INSERT APPROPRIATE COGNIZANT SBA DISTRICT OFFICE.].

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and

conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637 (a)(21), transfer of ownership or controls shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

647

**** (USE BELOW FOR CONTRACTS SUBJECT TO THE SERVICE CONTRACT LABOR STANDARDS STATUTE.) ****

ARTICLE I.6. SERVICE CONTRACT LABOR STANDARDS

This contract is subject to the Service Contract Labor Standards. The following clauses are hereby incorporated and made a part of this contract. All clauses incorporated by reference have the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available.

648

649

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS FOR (1) SERVICE CONTRACTS, AS DEFINED AT FAR 22.001, (2) THAT SUCCEED CONTRACTS FOR PERFORMANCE OF THE SAME OR SIMILAR WORK AT THE SAME LOCATION AND (3) THAT ARE NOT EXEMPTED BY FAR 22.1203-2 OR WAIVED IN ACCORDANCE WITH 22.1203-3.)****

a. FAR Clause **52.222-41, Service Contract Labor Standards** (May 2014).

650

**** (USE BELOW IN ALL SOLICITATIONS AND CONTRACTS SUBJECT TO THE SERVICE CONTRACT LABOR STANDARDS STATUTE.) ****

b. FAR Clause **52.222-42, Statement of Equivalent Rates for Federal Hires** (May 2014)

In compliance with the Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefit

(End of Clause)

651

**** (USE BELOW FOR FIXED PRICE, TIME AND MATERIALS, OR LABOR-HOUR SOLICITATIONS AND CONTRACTS THAT EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD, SUBJECT TO THE SERVICE CONTRACT LABOR STANDARDS STATUTE, WHICH ARE MULTIPLE YEAR, OR WITH OPTIONS TO RENEW. THIS CLAUSE MAY BE USED AT THE DISCRETION OF THE CONTRACTING OFFICER, IN SOLICITATIONS AND CONTRACTS AT OR BELOW THE SIMPLIFIED ACQUISITION. NOTE: The CO may modify this clause in overseas contracts when laws, regulations, or international agreements require contractors to pay higher wage rates. Also, the CO may use an economic price adjustment clause authorized by FAR 16.203 when potential fluctuations require coverage and are not included in cost contingencies provided by this clause (FAR 52.222-43.) ****

c. FAR Clause **52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year And Option Contracts)** (May 2014).

652

**** (USE BELOW FOR FIXED PRICE, TIME AND MATERIALS, OR LABOR-HOUR SOLICITATIONS AND CONTRACTS THAT EXCEED THE SIMPLIFIED ACQUISITION THRESHOLD, SUBJECT TO THE SERVICE CONTRACT LABOR STANDARDS STATUTE, WHICH ARE NOT MULTIPLE YEAR OR WITH OPTIONS TO RENEW. THIS CLAUSE MAY BE USED AT THE DISCRETION OF THE CONTRACTING OFFICER, IN SOLICITATIONS AND CONTRACTS AT OR BELOW THE SIMPLIFIED ACQUISITION THRESHOLD.) ****

d. FAR Clause **52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment** (May 2014).

653

**** (USE BELOW WHEN THE CO IS UNABLE TO IDENTIFY ALL POSSIBLE PLACE(S) OF PERFORMANCE OF CONTRACT AT THE TIME OF SOLICITATION. SEE FAR 22.1009-4 FOR MORE INFORMATION.) ****

e. FAR Clause **52.222-49, Service Contract Labor Standards--Place of Performance Unknown** (May 2014)

"(a) ....., wage determinations have been requested for the following: _____ [insert places or areas]. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by _____ [insert time and date]....."

654

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS IN INCLUDE FAR 52.222-6 OR 52.222-41, WHERE WORK IS TO BE PERFORMED, IN WHOLE OR IN PART, IN THE UNITED STATES (THE 50 STATES AND THE DISTRICT OF COLUMBIA.)

f. FAR Clause 52.222-55 **Minimum Wages Under Executive Order 13658** (November 2020)

655

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

656

**** (USE BELOW IN ALL SOLICITATIONS & CONTRACTS.) ****

SECTION J - LIST OF ATTACHMENTS

657

****(USE BELOW IN ALL CONTRACTS.)****

The following documents are attached and incorporated in this contract:

658

****(***Note:*** *The Contracting Officer/Contract Specialist should list the TITLE, DATE (where applicable), AND NUMBER OF PAGES for each Attached document, Exhibit, and other Attachments.*)****

1. Statement of Work

Statement of Work, dated _____ , _ pages.

659

2. Sample Contract Work Assignment

Sample Contract Work Assignment, 3 pages.

660

3. Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-1

Invoice/Financing Request Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-1 (8/12), 6 pages.

661

****(USE FOR ALL NIDA CONTRACTS.)****

4. NIDA Supplemental Billing Instructions, Exhibit A to NIH(RC)-1

NIDA Supplemental Billing Instructions, Exhibit A to NIH(RC)-1 (3/00), 1 page. Located at: http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/NIDA-Exhibit-A-NIH(RC)1.pdf .

662

5. Invoice Instructions for NIH Fixed-Price Contracts, NIH(RC)-2

Invoice Instructions for NIH Fixed-Price Contracts, NIH(RC)-2, (8/12), 3 pages.

663

6. Invoice/Financing Request and Contract Financial Reporting Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-4

Invoice/Financing Request and Contract Financial Reporting Instructions for NIH Cost-Reimbursement Type Contracts, NIH(RC)-4, (7/13), 6 pages.

664

****(ADDITIONAL INFORMATION FOR USE OF THE NIH 2706: If the Contract contains options, a NIH 2706 should be prepared for each option period or phase.)****

7. Financial Report of Individual Project/Contract

Financial Report of Individual Project/Contract, NIH 2706, (5/97), 1 page.

665

8. Instructions for Completing form NIH 2706, Financial Report of Individual Project/Contract

Instructions for Completing form NIH 2706, Financial Report of Individual Project/Contract, (5/97), 3 pages.

666

9. Cumulative Inclusion Enrollment Report

PHS Human Subjects and Clinical Trials Information Form/Cumulative Inclusion Enrollment Report, Located at:
https://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/humansubjectstudy-v1.0.pdf

667

****(ADDITIONAL INFORMATION WHEN ATTACHING A SYSTEM OF RECORDS: See http://oma.od.nih.gov/public/MS/privacy/PAfiles/read02systems.htm to get a copy of the System of Records to attach to the contract.)****

10. Privacy Act System of Records, Number

Privacy Act System of Records, Number _____

668

11. Small Business Subcontracting Plan

Small Business Subcontracting Plan, dated _____, _ pages.

669

12. Safety and Health

Safety and Health, HHSAR Clause 352.223-70, (12/15), 2 pages.

670

13. Quality Assurance Surveillance Plan

Quality Assurance Surveillance Plan, _____ , __ pages.

671

14. Contractor Assessment Report/Performance Indicators and Standards

Contractor Assessment Report/Performance Indicators and Standards, _____ , __ pages.

672

15. Research Patient Care Costs

Research Patient Care Costs, NIH(RC)-11, 4/1/84, 1 page.

673

16. Wage Rate Determination

Wage Rate Determination, Area: _____ , No: _____ , dated _____ , _ pages.

674

****(USE BELOW IN CONTRACTS OVER $100,000.)****

17. Disclosure of Lobbying Activities, SF-LLL

Disclosure of Lobbying Activities, SF-LLL, dated 7/97, 2 pages.

675

18. Government Property - Schedule

Government Property - Schedule ___ , dated _____ , _ pages.

676

19. Report of Government Owned, Contractor Held Property

Report of Government Owned, Contractor Held Property, dated 10/2014, 1 page. Located at: http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/Govt-Owned-Prop.pdf

677

20. Commitment To Protect Non-Public Information

Commitment To Protect Non-Public Information, 1 page. Located at: https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf

678

21. Roster of Employees Requiring Suitability Investigations

Roster of Employees Requiring Suitability Investigations, 1 page. Excel file located at: https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/SuitabilityRoster_10-15-12.xlsx

679

22. Employee Separation Checklist

Employee Separation Checklist, 1 page. Fillable PDF format located at:
https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf

680

23. NLM(RC)--Rights in Data--Special Works

NLM(RC)--Rights in Data--Special Works, dated 11/30/88 _ pages.

681

24. Contract Performance Reports (EVM)

Contract Performance Reports (EVM):
Format 1: Work Breakdown Structure,
http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd2734-1.pdf
Format 2: Organizational Categories,
http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd2734-2.pdf
Format 3: Baseline
http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd2734-3.pdf
Format 4: Staffing
http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd2734-4.pdf
Format 5: Explanations and Problem Analyses
http://www.dtic.mil/whs/directives/infomgt/forms/eforms/dd2734-5.pdf

682

****(USE BELOW IN ALL CONTRACTS FOR CONFERENCES WHEN REGISTRATION FEES ARE CHARGED AND COLLECTED.)****

25. Conference Expense Offset Worksheets

Contractor Pre-Conference Expense Offset Worksheet, dated 3/2008, 1 page. Located at:
http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/Pre-Conf-worksheet.pdf

Post Conference Expense Offset Worksheet, dated 3/2008, 2 pages. Located at:
http://oamp.od.nih.gov/sites/default/files/DGS/contracting-forms/Post-Conf-worksheet.pdf

683

****(USE BELOW IN ALL SBIR CONTRACTS)****

28. NIH Small Business Innovation Research (SBIR) Program Funding Agreement Certification

NIH Small Business Innovative Research (SBIR) Program Funding Agreement Certification, 3 pages, located at:
http://grants.nih.gov/grants/funding/sbir_forms/SBIR%20Funding%20Agreement%20Certification.pdf .

684

****(USE BELOW IN ALL SBIR CONTRACTS)****

29. NIH Small Business Innovation Research (SBIR) Program Life Cycle Certification

NIH Small Business Innovative Research (SBIR) Program Life Cycle Certification, 3 pages, located at: http://grants.nih.gov/grants/funding/sbir_forms/SBIR%20Life%20Cycle%20Certification.pdf .

685

**** USE BELOW IN CONTRACTS WHEN CONTRACT PERFORMANCE INVOLVES AN AGENT OR TOXIN THAT IS LISTED IN THE UNITED STATES GOVERNMENT POLICY FOR OVERSIGHT OF LIFE SCIENCES DUAL USE RESEARCH OF CONCERN (DURC).

ADDITIONAL INFORMATION ABOUT THIS ITEM:

- For a list of applicable agents or toxins, refer to Section 6 of the United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern: http://www.phe.gov/s3/dualuse/Documents/durc-policy.pdf .)

30. Dual Use Research of Concern Risk Mitigation Plan

Contractor Risk Mitigation Plan dated _____ , __ pages.

686

*****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS THAT INCLUDE THE SALE OF RESEARCH SUBSTANCES AND/OR LIVING ORGANISMS.)

26. THE SALE OF RESEARCH SUBSTANCES AND/OR LIVING ORGANISMS

https://oamp.od.nih.gov/DGS/DGS-workform-information/attachment-files

687

****(USE BELOW IN ALL SOLICITATIONS AND CONTRACTS.)****

PART IV - REPRESENTATIONS AND INSTRUCTIONS

688

****(USE BELOW IN ALL CONTRACTS. **Note:** *Include in this Section those solicitation provisions that require Representations and Certifications or the submission of other information by offerors. Examples are set forth below.*)****

SECTION K - REPRESENTATIONS AND CERTIFICATIONS

The following documents are incorporated by reference in this contract:

689

****(USE BELOW IN ALL CONTRACTS.)****

1. FAR Clause 52.204-19 **Incorporation by Reference of Representations and Certifications** (December 2014).

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.
(End of clause)

690

****(USE BELOW IN ALL CONTRACTS.)****

2. NIH Representations & Certifications, dated _____

691

****(USE BELOW IF THE CONTRACTOR IS EXEMPT FROM THE SAM.)****

3. Individual Representations and Certifications, dated _____ .

692

****(USE BELOW FOR CONTRACTS INVOLVING RESEARCH ON HUMAN SUBJECTS.)****

4. Human Subjects Assurance Identification Number _____ .

693

****(USE BELOW FOR CONTRACTS INVOLVING RESEARCH ON ANIMALS.)****

5. Animal Welfare Assurance Number _____ .

694

****(USE BELOW FOR CONTRACTS INVOLVING SOFTWARE LICENSE AGREEMENTS. **Note:** *For more information, see NIH Policy Manual 6027-Review and Approval of Licensing Agreements for the Use of Propitiatory Commercial Products and Services Obtained by NIH Under an Acquisition* .)****

6. Software Licensing Agreement, dated _____ .

695

****(INCLUDE BELOW IN ALL CONTRACTS.)****

END of the SCHEDULE

(CONTRACT)

696