

SECTION I - CONTRACT CLAUSES

Updated through FAC 2001-24
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Note to Offerors: General guidance regarding the applicability of the following information is provided below. Specific information required to be complete or supplement any of the applicable items will be included in the specific RFP.

PART II - CLAUSES, SECTION I. Is made up of six Articles as follows:

- I.1. General Clauses**
- I.2. Authorized Substitutions of Clauses**
- I.3. Additional Contract Clauses**
- I.4. Additional FAR Contract Clauses Included in Full Text**
- I.5. Small Business Administration 8(a) Program**
- I.6. Service Contract Act**

I.2. Authorized Substitutions of Clauses

Authorized substitutions and/or modifications of the General Clauses will be based on the type of contract and Contractor and will be determined during negotiations.

The following clause(s), as applicable, will be made part of the resultant contract. Please note that any contract resulting from this solicitation is not limited to the clause substitutions listed below. These substitutions represent some of the most commonly used. Any additional clause substitutions required will be discussed during negotiations.

The resultant contract will incorporate the clauses in this section by reference, (unless otherwise noted), with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

<i>Item 1:</i>	<p><i>The following substitutions are applicable when the contract will be awarded to a foreign contractor performing work outside the United States or any other exception cited in FAR 4.1102(a).</i></p> <p>FAR Clause 52.204-7, Central Contractor Registration (October 2003) is deleted in its entirety.</p> <p>FAR Clause 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (October 2003) is deleted in its entirety and FAR Clause 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) is substituted therefore.</p>
<i>Item 2:</i>	<p><i>The following substitution is applicable in cost-reimbursement contracts over \$100,000 when the contract is: 1) a non R&D requirement with an educational institution or nonprofit institution or 2) with a state or local government.</i></p> <p>ALTERNATE II (APRIL 1998) of FAR Clause 52.215-2, Audit and Records–Negotiation (JUNE 1999) is added.</p>
<i>Item 3:</i>	<p><i>The following substitution is applicable when Certified Cost or Pricing Data will NOT be required. SECTION L.IV. of the specific RFP will advise of this requirement.</i></p> <p>FAR Clause 52.215-15, Pension Adjustments and Asset Reversions (DECEMBER 1998), FAR Clause 52.215-18, Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions (OCTOBER 1997) and 52.215-19, Notification of Ownership Changes (OCTOBER 1997), are deleted in their entirety.</p>

<p>Item 4:</p>	<p><i>The following substitution is applicable when Certified Cost or Pricing Data will NOT be required, BUT Information Other than Cost and Pricing Data IS required SECTION L.IV. of the specific RFP will advise of this requirement.</i></p> <p>Alternate IV (OCTOBER 1997) of FAR Clause 52.215-21, Requirements For Cost or Pricing Data or Information Other Than Cost or Pricing Data–Modifications (OCTOBER 1997) is added.</p>
<p>Item 5:</p>	<p><i>The following substitution is applicable in Non R&D, Cost-Reimbursement Contracts with Educational Institutions.</i></p> <p>FAR Clause 52.216-7, Allowable Cost and Payment (FEBRUARY 2002), is modified in paragraph (a). The reference to Subpart 31.2 is changed to Subpart 31.3.</p>
<p>Item 6:</p>	<p><i>The following substitution is applicable to a Cost-Reimbursement contract with a Hospital (Profit or Non-Profit).</i></p> <p>FAR Clause 52.216-7, Allowable Cost and Payment (FEBRUARY 2002), is modified in paragraph (a) to delete the words "subpart 31.2 of the Federal Acquisition Regulation (FAR)" and substitute the words "45 CFR part 74, appendix E".</p>
<p>Item 7:</p>	<p><i>The following substitution is applicable to a Cost-Reimbursement contract with a Commercial Contractor NOT receiving a fee.</i></p> <p>FAR Clause 52.216-8, Fixed Fee (MARCH 1997), is deleted in its entirety and FAR Clause 52.216-11, Cost Contract-No Fee (APRIL 1984) is substituted therefor.</p> <p>FAR Clause 52.249-14, Excusable Delays (APRIL 1984) is deleted and HHSAR Clause 352.249-14, Excusable Delays (APRIL 1984) is substituted therefor.</p>
<p>Item 8:</p>	<p><i>The following substitution is applicable when: 1) the acquisition is set aside for Small Business or 8(a); or 2) the contract will be less than \$500,000.</i></p> <p>FAR Clause 52.219-9, Small Business Subcontracting Plan (JANUARY 2002), and FAR Clause 52.219-16, Liquidated Damages–Subcontracting Plan (JANUARY 1999) are deleted in their entirety.</p>
<p>Item 9:</p>	<p><i>If this substitution is applicable, SECTION I, Additional Contract clauses of the specific RFP shall so state.</i></p> <p>Alternate II (OCTOBER 2001) of FAR Clause 52.219-9, Small Business Subcontracting Plan (JANUARY 2002) is added.</p>
<p>Item 10:</p>	<p><i>The following substitution is applicable for contracts for supplies or services involving the furnishing of supplies that will exceed \$25,000 but will be less than \$175,000, EXCEPT Foreign Contracts, or any contract that is exempt from NAFTA (such as: Small Business Set Asides, R&D Services, FFRDCs). See FAR 25.401 for a complete listing.</i></p> <p>FAR Clause 52.225-1, Buy American Act–Supplies (JUNE 2003) is deleted in its entirety and FAR Clause 52.225-3, Buy American Act–Free Trade Agreements–Israeli Trade Act (JANUARY 2004) is substituted therefor.</p> <p><i>NOTE: 1) If the contract value is \$25,000 or more but less than \$50,000 this clause will be included WITH its Alternate I (JANUARY 2004); 2) If the contract is \$50,000 or more but less than \$58,550 this clause will be included with its Alternate II (JANUARY 2004).</i></p>
<p>Item 11:</p>	<p><i>The following substitution is applicable to contracts for supplies or services involving the furnishing of supplies with a cost valued at \$175,000 or more, <u>IF</u> the Trade Agreements Act applies.</i></p> <p>FAR Clause 52.225-1, Buy American Act–Supplies (JUNE 2003) is deleted in its entirety and FAR Clause 52.225-5, Trade Agreements (JUNE 2004) is substituted therefor.</p>

<p><i>Item 12:</i></p>	<p><i>The following substitution is applicable to NON R&D contracts with Educational Institutions and/or Non-Profit Organizations.</i></p> <p>Alternate I (APRIL 1984), of FAR Clause 52.227-1, Authorization and Consent (JULY 1995) is deleted in its entirety.</p> <p>Alternate IV (JUNE 1987), of FAR Clause 52.227-14, Rights in Data-General (JUNE 1997) is deleted in its entirety.</p> <p>Alternate I (JULY 1985), of FAR Clause 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contract) (JANUARY 1986) is deleted in its entirety.</p>
<p><i>Item 13:</i></p>	<p><i>The following substitution is applicable to a Cost-Reimbursement incrementally funded contract.</i></p> <p>FAR Clause 52.232-20, Limitation of Cost, is deleted in its entirety and FAR Clause 52.232-22, Limitation of Funds (APRIL 1984) is substituted therefor. <i>[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.]</i></p>
<p><i>Item 14:</i></p>	<p><i>The following substitution is applicable to a Cost-Reimbursement R&D contract for supplies.</i></p> <p>Alternate I (FEBRUARY 2002), of FAR Clause 52.232-25, Prompt Payment (FEBRUARY 2002) is deleted.</p>
<p><i>Item 15:</i></p>	<p><i>The following substitution is applicable to a Fixed-Price contract when services and supplies are to be furnished.</i></p> <p>FAR Clause 52.243-1, Changes, Fixed Price, Alternate I (AUGUST 1987) is hereby deleted in its entirety and FAR Clause 52.243-1, Changes, Fixed Price, Alternate II (AUGUST 1987) is substituted therefor.</p>
<p><i>Item 16:</i></p>	<p><i>The following substitution is applicable for Fixed-Price R&D contract performed by Educational Institutions or Non-Profit Organizations.</i></p> <p>Alternate II, (JUNE 2003), of FAR Clause 52.245-2, Government Property (Fixed-Price Contracts) (MAY 2004) is added.</p>
<p><i>Item 17:</i></p>	<p><i>This substitution is applicable in a Cost-Reimbursement contract with a Non-Profit Organization (Other than Educational Institution) that will be receiving a fee.</i></p> <p>FAR Clause 52.216-11, Cost Contract—No Fee (APRIL 1984) is deleted in its entirety and FAR Clause 52.216-8 Fixed Fee (MARCH 1997) is substituted therefor.</p> <p>FAR Clause 52.232-17, Interest (JUNE 1996) is added.</p> <p>Alternate I (JULY 1985) of FAR Clause 52.245-5, Government Property (Cost-Reimbursement, Time-and Material, or Labor-Hour Contracts) (JANUARY 1986) is deleted.</p> <p>FAR Clause 52.249-5, Termination for Convenience of the Government (Educational and Other Non-Profit Institutions) (APRIL 1984) is deleted in its entirety and FAR Clause 52.249-6, Termination (Cost-Reimbursement) (MAY 1986) is substituted therefor.</p> <p>HHSAR Clause 352.249-14, Excusable Delays (APRIL 1984) is deleted in its entirety and FAR Clause 52.249-14, Excusable Delays (APRIL 1984) is substituted therefor.</p>

I.3. Additional Contract Clauses

Additional Clauses to be included in the resultant contract will be based on the type of contract and Contractor and will be determined during negotiations.

The following clause(s), as applicable, will be made part of the resultant contract. Please note that any contract resulting from this solicitation is not limited to the clauses listed below. These clauses represent some of the most commonly used. Any additional clauses required will be discussed during negotiations.

The resultant contract will incorporate the clauses in this section by reference, (unless otherwise noted), with the same force and effect as if they were given full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

a. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clauses:

Item 18:	<p><i>This clause is applicable when the specific RFP requires access to classified information under National Security Designations Level 2 (Confidential or Secret), Level 3 (Top Secret), or Level 4 (Special Access).</i></p> <p>FAR 52.204-2, Security Requirements (AUGUST 1996)</p> <p><i>Note to Offeror: This clause will be included with its Alternate I if the resultant contract will be for Research & Development with an Educational Institution. This clause will be included with its Alternate II in Construction or Architect & Engineering contracts which will require employee identification for security purposes.</i></p>
Item 19:	<p><i>This clause is applicable to commercial contractors who do not claim Facilities Capital Cost of Money in their proposal.</i></p> <p>FAR 52.215-17, Waiver of Facilities Capital Cost of Money (OCTOBER 1997)</p>
Item 20:	<p><i>This clause is applicable to Educational Institutions IF predetermined indirect cost rates will be used.</i></p> <p>FAR 52.216-15, Predetermined Indirect Cost Rates (APRIL 1998)</p>
Item 21:	<p><i>This clause is applicable to Indefinite Delivery, definite-quantity, requirements, or indefinite-quantity contracts.</i></p> <p>FAR 52.216-18, Ordering (OCTOBER 1995)</p> <p>"(a)Such orders may be issued from ____ through ____* ..."</p> <p><i>*Note to offeror: Dates to be determined during negotiations.</i></p>
Item 22:	<p><i>This clause applicable to Indefinite Delivery, definite-quantity contracts.</i></p> <p>FAR 52.216-20, Definite Quantity (OCTOBER 1995)</p> <p>"(d) ...the Contractor shall not be required to make any deliveries under this contract after ____*..."</p> <p><i>*Note to offeror: Date to be determined during negotiations.</i></p>
Item 23:	<p><i>This clause is applicable to Indefinite Delivery, requirements contracts.</i></p> <p>FAR 52.216-21, Requirements (OCTOBER 1995)</p> <p>"(f) ...the Contractor shall not be required to make any deliveries under this contract after ____* .."</p> <p><i>*Note to offeror: Date to be determined during negotiations.</i></p>

<p><i>Item 24:</i></p>	<p><i>This clause is applicable to Indefinite Delivery, indefinite-quantity contracts.</i></p> <p>FAR 52.216-22, Indefinite Quantity (OCTOBER 1995)</p> <p>"(d) ...the Contractor shall not be required to make any deliveries under this contract after ____*..."</p> <p><i>*Note to offeror: Date to be determined during negotiations.</i></p>
<p><i>Item 25:</i></p>	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state.</i></p> <p>FAR 52.217-6, Option for Increased Quantity (MARCH 1989)</p> <p>"...The Contracting Officer may exercise the option by written notice to the Contractor within ____*"</p> <p><i>*Note to offeror: The time period will be determined during negotiations unless otherwise specified in the specific RFP.</i></p>
<p><i>Item 26:</i></p>	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state.</i></p> <p>FAR 52.217-7, Option for Increased Quantity - Separately Priced Line Item (MARCH 1989)</p> <p>"...The Contracting Officer may exercise the option by written notice to the Contractor within ____*..."</p> <p><i>*Note to offeror: The time period will be determined during negotiations unless otherwise specified in the specific RFP.</i></p>
<p><i>Item 27:</i></p>	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state.</i></p> <p>FAR 52.217-8, Option to Extend Services (NOVEMBER 1999)</p> <p>"...The Contracting Officer may exercise the option by written notice to the Contractor within ____*."</p> <p><i>*Note to offeror: The time period will be determined during negotiations unless otherwise specified in the specific RFP.</i></p>
<p><i>Item 28:</i></p>	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state.</i></p> <p>FAR 52.217-9, Option to Extend the Term of the Contract (MARCH 2000)</p> <p>"(a) The Government may extend the term of this contract by written notice to the Contractor within _ _*; 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."</p> <p>(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ____*."</p> <p><i>*Note to offeror: The time period will be determined during negotiations unless otherwise specified in the specific RFP.</i></p>
<p><i>Item 29:</i></p>	<p><i>This clause is applicable when the RFP is set aside for HubZone Small Business Concerns.</i></p> <p>FAR 52.219-3, Notice of Total HUBZone Set-Aside (JANUARY 1999)</p>
<p><i>Item 30:</i></p>	<p><i>The following clause is applicable to all Full and Open RFPs over \$100,000. Note: If the Offeror chooses to waive the evaluation preference, this must be indicated in the offeror's Business Proposal.</i></p> <p>FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JANUARY 1999)</p> <p>"(c) Waiver of evaluation preference.....</p> <p>[] Offeror elects to waive the evaluation preference."</p>

<p><i>Item 31:</i></p>	<p><i>The following clause is applicable when the RFP is 100% set-aside for Small Businesses.</i></p> <p>FAR 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003).</p> <p><i>The following is applicable when the RFP is a competitive, 100% Small Business set-aside for the purchase of supplies:</i></p> <p>Alternate II (MARCH 2004)</p>
<p><i>Item 32:</i></p>	<p><i>The following clause is applicable when the RFP is a PARTIAL set-aside for Small Businesses.</i></p> <p>FAR 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003).</p> <p><i>The following is applicable when the RFP is a competitive, Partial Small Business set-aside for the purchase of supplies:</i></p> <p>Alternate II (MARCH 2004)</p>
<p><i>Item 33:</i></p>	<p><i>The following clause is applicable when any portion of the RFP has been set aside for Small Business or if the contract will be awarded as an 8(a) set-aside.</i></p> <p>FAR 52.219-14, Limitations on Subcontracting (DECEMBER 1996)</p>
<p><i>Item 34:</i></p>	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall identify pertinent information.</i></p> <p>FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003)</p> <p>"(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of <u>[percentage will be inserted in the specific RFP]</u> percent to the price of all offers, except--..."</p> <p><i>*Note to Offeror: SECTION I, Additional Contract Clauses of the specific RFP will indicate the inclusion of this clauses's Alternate I, and/or Alternate II, if applicable.</i></p>
<p><i>Item 35:</i></p>	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state.</i></p> <p>FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCTOBER 1999)</p>
<p><i>Item 36:</i></p>	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state.</i></p> <p>FAR 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCTOBER 2000)</p> <p>"(b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized NAICS Industry Subsectors, it will receive ___*___ percent of the dollars in excess of the monetary target, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts...."</p> <p><i>*Note to Offeror: Percentage to be determined during negotiations.</i></p>
<p><i>Item 37:</i></p>	<p><i>The following clause is applicable when the RFP is 100% set-aside for Service-Disabled Veteran-Owned Small Businesses.</i></p> <p>FAR 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).</p>

<p>Item 38:</p>	<p><i>The following clause is applicable to RFPs that will require the delivery of hazardous materials.</i></p> <p>FAR 52.223-3, Hazardous Material Identification and Material Safety Data (JANUARY 1997), ALTERNATE I (JULY 1995)</p>
<p>Item 39:</p>	<p><i>The following clause is applicable to RFPs that provide for performance in whole, or in part, on a federal facility.</i></p> <p>FAR 52.223-5, Pollution Prevention and Right-to-Know Information (AUGUST 2003)</p> <p><i>Note to Offeror:</i></p> <ul style="list-style-type: none"> • <i>This clause will be used with its Alternate I (AUGUST 2003) when the contract is for the operation or maintenance a Federal facility or performance on a Government owned Federal facility that has implemented or plans to implement an Environmental Management System (EMS).</i> • <i>This clause will be used with its Alternate II (AUGUST 2003) when the contract requires performance on a federal facility and the contract activities will be included within the Facility Compliance Audit (FCA) or within an EMS audit.</i>
<p>Item 40:</p>	<p><i>The following clause is applicable to RFPs for supplies which are, or which contain radioactive materials.</i></p> <p>FAR 52.223-7, Notice of Radioactive Materials (JANUARY 1997)</p> <p>"(a) The Contractor shall notify the Contracting Officer or designee, in writing, ___*___ days prior to the delivery of, or prior to completion of any servicing required..."</p> <p><i>*Note to Offeror: Number of days to be determined during negotiations.</i></p>
<p>Item 41:</p>	<p><i>The following clause is applicable to RFPs that include the maintenance, repair, or disposal of any equipment or appliance using ozone-depleting substances as a refrigerant.</i></p> <p>FAR 52.223-12, Refrigeration Equipment and Air Conditioners (MAY 1995)</p>
<p>Item 42:</p>	<p><i>The following clauses are applicable to RFPs that will require the design, development or operation of a system of records on individuals in the performance of the statement of work.</i></p> <p>FAR 52.224-1, Privacy Act Notification (APRIL 1984)</p> <p>FAR 52.224-2, Privacy Act (APRIL 1984)</p>
<p>Item 43:</p>	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state.</i></p> <p>FAR 52.225-15, Sanctioned European Union Country End Products (FEBRUARY 2000)</p>
<p>Item 44:</p>	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state.</i></p> <p>FAR 52.225-16, Sanctioned European Union Country Services (FEBRUARY 2000)</p>
<p>Item 45:</p>	<p><i>The following clause is applicable to RFPs that require data to be produced, furnished, acquired or specifically used in meeting the requirements set forth in the statement of work.</i></p> <p>FAR 52.227-14, Rights in Data - General (JUNE 1987)</p>
<p>Item 46:</p>	<p><i>The following is a listing of Alternates to the clause listed above, 52.227-14. If any of these Alternates are applicable, SECTION I, Additional Contract clauses of the specific RFP shall so state.</i></p> <p>Alternate I (JUNE 1987), FAR 52.227-14, Rights in Data--General (JUNE 1987)</p>

	<p><i>Note to Offeror: The above is applicable when the alternate definition of limited rights data will used.</i></p> <p>Alternate II (JUNE 1987), FAR 52.227-14, Rights in Data--General (JUNE 1987)</p> <p>Additional purposes for which the limited rights data may be used are:</p> <p><i>Note to Offeror: The above is applicable when the delivery of limited rights data will be required.</i></p> <p>Alternate III (JUNE 1987), FAR 52.227-14, Rights in Data--General (JUNE 1987)</p> <p>Additions to, or limitations on, the restricted rights set forth in the Restricted Rights Notice of subparagraph (g)(3) of the clause are expressly stated as follows:</p> <p><i>Note to Offeror: The above is applicable when the delivery of restricted computer software is required.</i></p> <p>Alternate IV (JUNE 1987), FAR 52.227-14, Rights in Data - General (JUNE 1987)</p> <p><i>Note to Offeror: The above is applicable for basic or applied research to be performed solely by colleges and universities.</i></p> <p>Alternate V (JUNE 1987), FAR 52.227-14, Rights in Data--General (JUNE 1987)</p> <p>Specific data items that are not subject to paragraph (j) include:</p> <p><i>Note to Offeror: The above is applicable when the Government requires inspection of data to be conducted at the contractor's facility.</i></p>
Item 47:	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state.</i></p> <p>FAR 52.227-16, Additional Data Requirements (JUNE 1987)</p>
Item 48:	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state.</i></p> <p>FAR 52.227-17, Rights in Data--Special Works (JUNE 1987)</p>
Item 49:	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state.</i></p> <p>FAR 52.227-18, Rights in Data--Existing Works (JUNE 1987)</p>
Item 50:	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state.</i></p> <p>FAR 52.227-19, Commercial Computer Software--Restricted Rights (JUNE 1987)</p>
Item 51:	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state.</i></p> <p>FAR 52.227-23, Rights to Proposal Data (Technical) (JUNE 1987)</p> <p>Excluded pages from the proposal dated ____*, are identified as follows:</p> <p><i>*Note to Offeror: Information to be determined during negotiations.</i></p>
Item 52:	<p><i>The following clauses, as applicable, will be included into negotiated contracts over \$500,000.</i></p> <p>FAR 52.230-2, Cost Accounting Standards (APRIL 1998)</p> <p>FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices (APRIL 1998)</p> <p>FAR 52.230-4, Consistency in Cost Accounting Practices (AUGUST 1992)</p>

	<p>FAR 52.230-5, Cost Accounting Standards - Educational Institution (APRIL 1998)</p> <p>FAR 52.230-6, Administration of Cost Accounting Standards (NOVEMBER 1999)</p>
<i>Item 53:</i>	<p><i>The following clause is applicable for RFPs for services to be performed on a Government installation.</i></p> <p>FAR 52.237-2, Protection of Government Buildings, Equipment and Vegetation (APRIL 1984)</p>
<i>Item 54:</i>	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state.</i></p> <p>FAR 52.237-3, Continuity of Services (JANUARY 1991)</p>
<i>Item 55:</i>	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state.</i></p> <p>FAR 52.237-7, Indemnification and Medical Liability Insurance (January 1997)</p> <p>"(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: <u> *</u>."</p> <p style="padding-left: 40px;">"*Contracting Officer insert the dollar value(s) of standard coverage(s) prevailing within the local community as to the specific medical speciality, or specialities, concerned, or such higher amount as the Contracting Officer deems necessary to protect the Government's interests."</p>
<i>Item 56:</i>	<p><i>The following provision is applicable to RFPs valued at over \$100,000, for professional and technical services to be acquired on the basis of the number of hours to be provided (i.e. level of effort).</i></p> <p>FAR 52.237-10, Identification of Uncompensated Overtime (OCTOBER 1997)</p>
<i>Item 57:</i>	<p><i>The following clause is applicable to RFPs for Information Technology which requires security and/or is for the design, development or operation of a system of records using commercial Information Technology services or support services.</i></p> <p>FAR 52.239-1, Privacy or Security Safeguards (AUGUST 1996)</p>
<i>Item 58:</i>	<p><i>The following clause is applicable to RFPs over \$500,000 except fixed-price WITHOUT incentives or any fixed-price contract for commercial items.</i></p> <p>FAR 52.242-3, Penalties for Unallowable Costs (MAY 2001)</p>
<i>Item 59:</i>	<p><i>If this clause is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state.</i></p> <p>FAR 52.242-12, Report of Shipment (REPSHIP) (JUNE 2003)</p>
<i>Item 60:</i>	<p><i>The following clause is applicable to RFPs for Research & Development with Educational Institutions as appropriate and discussed during negotiations.</i></p> <p>FAR 52.243-2, Changes--Cost Reimbursement (AUGUST 1987), Alternate V (APRIL 1984)</p>
<i>Item 61:</i>	<p><i>The following clause is applicable to RFPs when Government Production and Research Property is to furnished "as is."</i></p> <p>FAR 52.245-19, Government Property Furnished "As Is" (APRIL 1984)</p>
<i>Item 62:</i>	<p><i>The following clause is applicable to RFPs valued over \$100,000.</i></p> <p>FAR 52.246-23, Limitation of Liability (FEBRUARY 1997)</p>

	and/or FAR 52.246-24, Limitation of Liability - High-Value Items (FEBRUARY 1997)
<i>Item 63:</i>	<i>The following clause is applicable to RFPs that may involve international air transportation of personnel and/or property in performance of the statement of work.</i> FAR 52.247-63, Preference for U.S. Flag Air Carriers (JUNE 2003)
<i>Item 64:</i>	<i>The following clause is applicable to RFPs that may require ocean transportation of supplies in the performance of the statement of work.</i> FAR 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (APRIL 2003)
<i>Item 65:</i>	<i>The following clause is applicable to RFPs valued at over \$100,000.</i> FAR 52.248-1, Value Engineering (FEBRUARY 2000)
<i>Item 66:</i>	<i>The following clause is applicable to RFPs that may require purchase of supplies/services from a government supply source.</i> FAR 52.251-1, Government Supply Sources (APRIL 1984)

b. Department of Health and Human Services Acquisition Regulation (HHSAR) (48 CFR Chapter 3) Clauses:

<i>Item 67:</i>	<i>The following clause is applicable to RFPs involving hazardous materials or operations.</i> HHSAR 352.223-70, Safety and Health (JANUARY 2001) <i>Note to Offeror: This clause is provided in full text in SECTION J - ATTACHMENTS of the specific RFP.</i>
<i>Item 68:</i>	<i>The following clause is applicable to RFPs where confidentiality of information provisions apply.</i> HHSAR 352.224-70, Confidentiality of Information (APRIL 1984)
<i>Item 69:</i>	<i>The following clause is applicable when frequent meetings are required by the RFP's statement of work.</i> HHSAR 352.270-1, Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities (JANUARY 2001)
<i>Item 70:</i>	<i>The following clause will be included in the resultant contract when the Government determines that is necessary to identify key personnel. This will be determined during negotiations.</i> HHSAR 352.270-5, Key Personnel (APRIL 1984)
<i>Item 71:</i>	<i>The following clause is applicable when human subjects are involved in the RFP.</i> HHSAR 352.270-8, Protection of Human Subjects (JANUARY 2001). <i>Note: The Office for Human Research Protections (OHRP), Office of the Secretary (OS), Department of Health and Human Services (DHHS) is the office responsible for oversight of the Protection of Human subjects and should replace Office for Protection from Research Risks (OPRR), National Institutes of Health (NIH) wherever it appears in this clause.</i>

<i>Item 72:</i>	<i>The following clause is applicable when animals are involved in the RFP.</i> HHSAR 352.270-9, Care of Live Vertebrate Animals (JANUARY 2001)
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c. National Institutes of Health (NIH) Research Contracting (RC) Clauses:

<i>Item 73:</i>	<i>The following clause is applicable to all RFPs.</i> NIH (RC)-7, Procurement of Certain Equipment (APRIL 1984)
<i>Item 74:</i>	<i>The following clause is applicable to RFPs involving patient care.</i> NIH(RC)-11, Research Patient Care Costs (4/1/84)

I.4. Additional FAR Contract Clauses Included in Full Text

Additional Clauses to be included in the resultant contract will be based on the type of contract and Contractor and will be determined during negotiations.

The following clauses, as applicable, will be made part of the resultant contract. Please note that any contract resulting from this solicitation is not limited to the clauses listed below. These clauses represent some of the most commonly used. Any additional clauses required will be discussed during negotiations.

The following clauses are incorporated in full text.

<p><i>Item 75:</i></p>	<p><i>The following clause is applicable to Indefinite Delivery, Definite-Quantity, Requirements, or Indefinite-Quantity RFPs.</i></p> <p>FAR Clause 52.216-19, Order Limitations (OCTOBER 1995)</p> <p>(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than ___*___, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.</p> <p>(b) Maximum Order. The Contractor is not obligated to honor--</p> <p>(1) Any order for a single item in excess of ___*___.</p> <p>(2) Any order for a combination of items in excess of ___*___; or</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p><i>*Note to Offeror: Amounts and time-frames will be determined during negotiations.</i></p>
<p><i>Item 76:</i></p>	<p><i>(The following clause is applicable when the RFP is set-aside under the Service-Disabled Veteran-owned Small Business (SDVOSB) Procurement Program. Note: Since this is a new FAR clause, it will be included in full text until August 31, 2004, after that date, it will be incorporated by reference in Article I.3.as applicable.)</i></p> <p>FAR 52.219-27, NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (MAY 2004).</p> <p>(a) Definition. Service-disabled veteran-owned small business concern--</p> <p>(1) Means a small business concern--</p> <p>(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and</p> <p>(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.</p> <p>(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).</p>

- (b) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.
- (2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.
- (c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for--
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;
- (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.
- (d) A joint venture may be considered a service-disabled veteran owned small business concern if--
- (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;
- (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and
- (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.
- (4) The joint venture meets the requirements of 13 CFR 125.15(b)
- (e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

Item 77:

The following clause is applicable to RFPs for supplies containing or manufactured with Class I or Class II Ozone-depleting substances or containers of these substances.

FAR Clause **52.223-11, Ozone-Depleting Substances** (MAY 2001)

- (a) **Definition.** Ozone-depleting substance, as used in this clause, 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), and (d) and 40 CRF 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).

Item 78:

The following clause is applicable when contractors will be paid under the Letter of Credit mechanism.

Alternate V, Advance Payment Without Special Account (MAY 2001), Alternate II (MAY 2001), and Alternate IV (APRIL 1984), of FAR Clause 52.232-12, Advance Payments (MAY 2001).

Note: The reference to Alternate II (May 2001) in the title, above, will be removed in Fixed-Price contracts.

- (a) *Requirements for payment.* Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the contractor, and approval by the administering office, N/A, or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed \$ N/A. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.
- (b) *Use of funds.* The Contractor may use advance payment funds only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation.
- (c) *Repayment to the Government.* At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) of this clause.

Note: The following paragraph (d) applies to Cost-Reimbursement contracts as prescribed in Alternate II of FAR 52.232-12:

- (d) *Maximum payment.* When the sum of all unliquidated advance payments, unpaid interest charges, and other payments equal the total estimated cost of \$ _____* (not including fixed-fee, if any) for the work under this contract, the Government shall withhold further payments to the Contractor. Upon completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and interest charges payable. The Contractor shall pay any deficiency to the Government upon demand. For purposes of this paragraph, the estimated cost shall be considered to be the stated estimated cost, less any subsequent reductions of the estimated cost, plus any increases in the estimated costs that do not, in the aggregate, exceed \$ _____* [Insert an amount not higher than 10 percent of the stated estimated cost inserted in this paragraph]. The estimated cost shall include, without limitation, any reimbursable cost (as estimated by the Contracting Officer) incident to a termination for the convenience of the Government. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

Note: The following paragraph (d) applies to Fixed-Price contracts:

- (d) *Maximum payment.* When the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceed ___* percent of the contract price, the Government shall withhold further payments to the Contractor. On completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and all interest charges payable. If previous payments to the Contractor exceed the amount due, the excess amount shall be paid to the Government on demand. For purposes of this paragraph, the contract price shall be considered to be the stated contract price of \$ ___*, less any subsequent price reductions under the contract, plus (1) any price increases resulting from any terms of this contract for price redetermination or escalation, and (2) any other price increases that do not, in the aggregate, exceed \$ _____* [insert an amount not higher than 10 percent of the stated contract amount inserted in this paragraph]. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

Note: The following paragraph (e) applies to Cost-Reimbursement contracts as prescribed in Alternate II and IV of FAR 52.232-12:

- (e) *Interest.* No interest shall be charged to the prime Contractor for advance payments except for

interest charged during a period of default. The terms of this paragraph concerning interest charges for advance payments shall not apply to the prime Contractor.

- (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in subparagraph (e)(3) below. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge, the following shall be observed:
 - (i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check.
 - (ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer.
 - (iii) Liquidations by deductions from payments to the Contractor shall be considered as decreasing the unliquidated balance as of the dates on which the Contractor presents to the Contracting Officer full and accurate data for the preparation of each voucher. Credits resulting from these deductions shall be made upon the approval of the reimbursement vouchers by the Disbursing Officer, based upon the Contracting Officer's certification of the applicable dates.
- (2) Interest charges resulting from the monthly computation shall be deducted from any payments on account of the fixed-fee due to the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments of the contract price or fixed-fee. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon (i) satisfactory completion or (ii) termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.
- (3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App., 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rate.
- (4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

Note: The following paragraph (e) applies to Fixed-Price contracts as prescribed in Alternate IV of FAR 52.232-12:

- (e) *Interest.* No interest shall be charged to the prime Contractor for advance payments except for interest charged during a period of default. The terms of this paragraph concerning interest charges for advance payments shall not apply to the prime Contractor.
 - (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate in subparagraph (e)(3) of this clause. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge--
 - (i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check;
 - (ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer; and
 - (iii) Liquidations by deductions from Government payments to the Contractor shall be considered as decreasing the unliquidated balance as of the date of the check for the reduced payment.
 - (2) Interest charges resulting from the monthly computation shall be deducted from payments, other than advance payments, due the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments.

Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon satisfactory completion or termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors, for experimental, developmental, or research work.

- (3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App., 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rate.
 - (4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.
- (f) *Lien on property under contract.* (1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.
- (2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.
 - (3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.
 - (4) If, under the termination clause, the Contracting Officer authorizes the contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that--
 - (i) The termination inventory is sold or retained; and
 - (ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.
- (g) *Insurance.* (1) The Contractor shall maintain with responsible insurance carriers--
 - (i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;
 - (ii) Adequate insurance against liability on account of damage to persons or property; and
 - (iii) Adequate insurance under all applicable workers' compensation laws.
- (2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall--
 - (i) Maintain this insurance;
 - (ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (f) of this clause; and
 - (iii) Furnish any evidence with respect to its insurance that the administering office may require.

- (h) *Default.* (1) If any of the following events occur, the Government may, by written notice to the Contractor, withhold further payments on this contract:
- (i) Termination of this contract for a fault of the Contractor.
 - (ii) A finding by the administering office that the Contractor has failed to--
 - (A) Observe any of the conditions of the advance payment terms;
 - (B) Comply with any material term of this contract;
 - (C) Make progress or maintain a financial condition adequate for performance of this contract;
 - (D) Limit inventory allocated to this contract to reasonable requirements; or
 - (E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.
 - (iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.
 - (iv) The commission of an act of bankruptcy.
- (2) If any of the events described in subparagraph (h)(1) of this clause continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:
- (i) Charge interest, in the manner prescribed in paragraph (e) of this clause, on outstanding advance payments during the period of any event described in subparagraph (h)(1) of this clause.
 - (ii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.
 - (iii) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.
- (3) The Government may take any of the actions described in subparagraphs (h)(1) and (h)(2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.
- (i) *Prohibition against assignment.* Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.
- (j) *Information and access to records.* The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements, and, (2) if requested, other information concerning the operation of the contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.
- (k) *Other security.* The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.
- (l) *Representations.* The Contractor represents the following:
- (1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.
 - (2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.
 - (3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.

- (4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.
- (5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.
- (6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.
- (7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.
- (8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(m) *Covenants.* To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not--

- (1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;
- (2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;
- (3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;
- (4) Sell, convey, or lease all or a substantial part of its assets;
- (5) Acquire for value the stock or other securities of any corporation, municipality, or Governmental authority, except direct obligations of the United States;
- (6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;
- (7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;
- (8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office, accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government, or employ any person at a rate of compensation over \$_____ * a year;
- (9) Change substantially the management, ownership, or control of the corporation;
- (10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;
- (11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;
- (12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;

	<p>(13) Make or covenant for capital expenditures exceeding \$_____ in total;</p> <p>(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than \$_____ ; or</p> <p>(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:</p> <p style="text-align: center;"><i>[List the pertinent obligations]</i></p> <p><i>*Note to Offeror: Amounts, as applicable, will be discussed during negotiations.</i></p>
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<p><i>Item 79:</i></p>	<p><i>The following clause is applicable to all RFPs.</i></p> <p>FAR Clause 52.244-6, Subcontracts for Commercial Items (JULY 2004)</p> <p>(a) Definitions. As used in this clause--</p> <p>Commercial item, has the meaning contained in Federal Acquisition Regulation 52.202-1, Definitions.</p> <p>Subcontract, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.</p> <p>(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.</p> <p>(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:</p> <ul style="list-style-type: none"> (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities. (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246). (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)). (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64). <p>(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.</p> <p>(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.</p>
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<p><i>Item 80:</i></p>	<p><i>The following clause is applicable when the RFP involves the purchase of gas in contractor-furnished returnable cylinders and the contractor will retain title to the cylinders.</i></p> <p>FAR Clause 52.247-66, Returnable Cylinders (MAY 1994)</p> <p>(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.</p> <p>(b) Returnable cylinders shall remain the Contractor's property but shall be loaned without charge to the Government for a period of ____*days [<i>Contracting Officer shall insert number of days</i>] (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</p>
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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.

Note to Offeror: Information required will be determined during negotiations.

I.5. Small Business Administration - 8(a) Program Clauses:

If this Article I.5. is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state:

Any contract resulting from this solicitation will be 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 September 27, 2000. If applicable, the following clauses will be incorporated and made a part of any contract awarded as a result of this RFP. 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.

<p>Item 81:</p>	<p><i>The following clause applicable to all 8 (a) RFPs.</i></p> <p>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 - September 27, 2000)</p> <p>(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--</p> <ol style="list-style-type: none">(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. <p>(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.</p> <p>(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.)</p> <p>(d) Agreement.</p> <ol style="list-style-type: none">(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 paragraph does not apply to construction or service contracts.(2) The <u>[INSERT THE NAME OF SBA's CONTRACTOR]*</u> will notify the <u>[INSERT NAME OF CONTRACTING AGENCY]*</u> 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. <p><i>*Note to Offeror: Information will be identified during negotiations.</i></p>
<p>Item 82:</p>	<p><i>If the following clause is applicable, SECTION I, <u>Additional Contract Clauses</u> of the specific RFP shall so state.</i></p> <p>Alternate I, (NOVEMBER 1989) is added to FAR Clause 52.219-18, Notification of Competition Limited to Eligible 8(a) Concerns (JUNE 2003) as follows:</p> <p>(a) (4) The offeror's approved business plan is on the file and serviced by <u>[Contracting Officer inserts the appropriate SBA District and/or Regional Office(s) as identified by the SBA].*</u></p> <p><i>*Note to Offeror: Information will be identified during negotiations.</i></p>

<p>Item 83:</p>	<p>If the following clause is applicable, SECTION I, <u>Additional Contract Clauses</u> of the specific RFP shall so state.</p> <p>Alternate II (DECEMBER 1996) is added to FAR Clause 52.219-18, Notification of Competition Limited to Eligible 8(a) Concerns (JUNE 2003) as follows:</p> <p>When the acquisition is for a product in a class for which the Small Business Administration has determined that there are no small business manufacturers or processors in the Federal market in accordance with 19.502-2(c), delete paragraph (d)(1).</p>
<p>Item 84:</p>	<p>The following clause applicable to all 8 (a) RFPs.</p> <p>FAR Clause 52.219-70XX, Section 8(a) Direct Award (HHS/SBA PA-SEPTEMBER 27, 2000)</p> <p>(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 <u>[Insert Agency Name*]</u>. 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: *</p> <p style="text-align: center;"><i>[*To be completed by Contracting Officer at time of Award]</i></p> <p>(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.</p> <p>(c) The contractor agrees:</p> <p>(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.</p> <p>(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.</p>

I.6. Service Contract Act Clauses:

If this Article I.6. is applicable, SECTION I, Additional Contract Clauses of the specific RFP shall so state:

Any contract resulting from this solicitation will be subject to the Service Contract Act of 1965, as amended. As applicable, the following clauses will be incorporated and made a part of any contract awarded as a result of this RFP. 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.

<i>Item 85:</i>	<p><i>The following clauses are applicable to all RFPs subject to the Service Contract Act.</i></p> <p>FAR Clause 52.222-41, Service Contract Act of 1965, as amended (MAY 1989).</p> <p>FAR Clause 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)</p> <p>In compliance with the Service Contract Act of 1965, as amended, 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.</p> <p>THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 60%;">Employee Class</th> <th style="text-align: left; width: 40%;">Monetary Wage-Fringe Benefit</th> </tr> </thead> <tbody> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </tbody> </table> <p style="text-align: center;">(End of Clause)</p>	Employee Class	Monetary Wage-Fringe Benefit				
Employee Class	Monetary Wage-Fringe Benefit						
<i>Item 86:</i>	<p><i>The following clause is applicable to Fixed-Price RFPs over \$100,000, with options for additional years.</i></p> <p>FAR Clause 52.222-43, Fair Labor Standards Act and Service Contract Act–Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)</p>						
<i>Item 87:</i>	<p><i>The following clause is applicable to Fixed-Price RFPs over \$100,000, which DO NOT have options for additional years.</i></p> <p>FAR Clause 52.222-44, Fair Labor Standards and Service Contract Act–Price Adjustment (FEBRUARY 2002)</p>						
<i>Item 88:</i>	<p><i>If the following clause is applicable, SECTION I, <u>Additional Contract Clauses</u> of the specific RFP shall identify pertinent information.</i></p> <p>FAR Clause 52.222-49, Service Contract Act–Place of Performance Unknown (MAY 1989)</p> <p>"(a), wage determinations have been requested for the following: <u>[insert places or areas]</u>. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by <u>[insert time and date]</u>....."</p>						