Federal Contract Administration – Supplemental Materials

Index

Page 2 Office of Research Organizational Chart
Page 3 Federal Contracts Responsibility Chart
Page 4 Federal Grants vs. Federal Contracts
Page 5 Identifying a Grant or Cooperative Agreement
Page 5 Identifying a Federal Contract
Page 12 Federal Acquisition Regulations, FAR
Page 12 Numbering System of the FAR
Page 12 FAR Example #1: FAR 52.224-2, Privacy Act (Apr 1984)
Page 14 FAR Example #2: FAR 52.244-2, Subcontracts (Oct 2010)
Page 16 Roles and Responsibilities for Federal Contracts
Page 17 Pitt Policy 11-01-02: Rights, Roles, and Responsibilities of Sponsored Research Investigators
Page 21 Key Personnel Chart by Roles
Page 22 Endorsement Letter – Example
Page 25 Representations and Certifications – Example
Page 30 Certificate of Current Cost or Pricing Data
Page 31 Small Business Subcontracting Plan – Example
Page 44 Lobbying Disclosure Form – Example
Page 45 Contracting Officer’s Authorization – Examples
Page 47 Subaward Request Form
Page 52 CSA/PSA Request Form
Page 57 University Times – FISMA and You Article
Page 60 Sample RFP: Privacy Act and Information Security Sections
Page 86 Sample Letter to PI Regarding Use of CSSD/NOC
Page 87 Provost Memorandum: E-Verify Requirements for Persons Working on Certain Federal Contracts
Page 88 Affirmation of University Policies Regarding Openness in Research
Page 89 Glossary of Acronyms and Terms
Federal Contracts Responsibility Chart

**Coordinator**
Gerri Otto

- Receives all documents from the front desk, pulls files, distributes files, performs compliance checks, and creates internal documents and records/data entry
- Responsible for orfedcon@pitt.edu email
- Processes Simple Proposals (including Midstream) & Pre-Award Revisions, Non-Material Change Award Modifications, Performance Reporting (CPARS), and Closeouts

**Senior Coordinator**
Abbey McSwigan

- Processes Sponsor Prior Approvals (COAs), Subrecipient Agreements and related items (except initial award and FAR flow-down), and Simple Award Modifications
- Provides back-up and coverage for Coordinator

**Federal Contracts Officers**
Heather Bragg, Heide Eash, and Shannon Hukriede

- Negotiates with Sponsors or Subrecipients
- Processes, reviews, and/or negotiates Non-financial Agreements related to Federal Contracts, Awards and Complex Proposals (including Midstream), Pre-Award Revisions, and Award Modifications
- Reviews or drafts complex Subrecipient Agreements and/or FAR clauses, COAs, and Subrecipient Prior Approvals (UAAs)
- Provides back-up and coverage for Coordinator and Senior Coordinator

**Assistant Director for Federal Contracts**
Heide Eash

- Responsible for training, work flow, and other administrative matters of FC Team
- Performs conferrals from GM and CC Team
- Provides signatory back-up for Associate Director and Director
Federal Grants vs. Federal Contracts

The Federal Government provides research and development funding to the University under a variety of mechanisms. The most common mechanisms are grants and contracts (a.k.a. procurement contracts). These two funding mechanisms are similar in many ways, but in execution very different.

While both are awarded competitively and authorized by law, grants are much more flexible than contracts. The Federal Government uses grants “to carry out a public purpose of support or stimulation authorized by a law of the United States instead of acquiring (by purchase, lease, or barter) property or services for the direct benefit or use of the United States Government.” 31 USC 6304. Grants are flexible instruments that the government uses to provide funding in hope of achieving a particular aim. The Principal Investigator then uses reasonably diligent efforts to complete the research and achieve the desired aim. However, if that aim is not achieved, there are usually no significant consequences (other than the fact that she might not get additional funding).

In contrast, the Federal Government uses contracts where “the principal purpose of the instrument is to acquire (by purchase, lease, or barter) property or services for the direct benefit or use of the United States Government.” 31 USC 6303. When the federal government issues a contract it is, in effect, procuring services and a quid pro quo relationship is established. In the most basic of terms, a contract is a legally binding document where one party promises to deliver a product or service in return for consideration from the other party. In the case of a federal contract, consideration almost always takes the form of monetary compensation. If the product or service is not delivered at the end of the contract, there are serious legal and monetary ramifications.

When working under a federal contract, the Principal Investigator must be prepared to complete tasks within the time frame proposed and on budget. Federal Contracts are governed by a strict set terms and conditions, including clauses from the Federal Acquisition Regulation (FAR). These contracts usually require frequent reporting requirements and a high level of responsibility to the sponsor. A failure to perform and achieve the promised results or product will result in potential legal action and financial consequences.

The following table summarizes the main differences between a grant and a contract.

<table>
<thead>
<tr>
<th>CONTRACTS</th>
<th>GRANTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>• A binding agreement between a buyer and a seller to provide goods or</td>
<td>• A flexible instrument designed to provide money to support a public</td>
</tr>
<tr>
<td>services in return for consideration (usually monetary).</td>
<td>purpose.</td>
</tr>
<tr>
<td>• Governed by Federal Acquisition Regulations</td>
<td>• Governed by the terms of the grant agreement</td>
</tr>
<tr>
<td>• Relatively inflexible as to scope of work, budget, and other changes</td>
<td>• Flexible as to scope of work, budget, and other changes</td>
</tr>
<tr>
<td>• Significant emphasis placed on delivery of results, product, or</td>
<td>• Diligent efforts are used in completing research and the delivery of</td>
</tr>
<tr>
<td>performance</td>
<td>results</td>
</tr>
<tr>
<td>• Payment based on deliverables and milestones</td>
<td>• Payment awarded in annual lump sum</td>
</tr>
<tr>
<td>• Frequent reporting requirements</td>
<td>• Annual reporting requirements</td>
</tr>
<tr>
<td>• High level of responsibility to the sponsor for the conduct of the</td>
<td>• Principal Investigator has more freedom to adapt the project and less</td>
</tr>
<tr>
<td>project and production of results</td>
<td>responsibility to produce results.</td>
</tr>
</tbody>
</table>

9-1-10
Identifying a Federal Contract – Background and Examples

Identifying a GRANT or COOPERATIVE AGREEMENT:

Background: Identifying an Award – Award Nos.

- Clues For GCO Processing:
  - From NIH: Listing a digit, then a letter, then two numbers, then two letters, and 6 digits (such as 1R01CA012345) most likely would be from a grant.
  - From DOD (i.e., Army, Navy, etc.): Listing W81XWH most likely would be from a cooperative agreement

Background: Identifying an Award – Signature Page

- Clues For GCO Processing:
  - It is a cooperative agreement, if it:
    - Has nothing checked by “Contract Clauses – Section I”
    - Is unilateral (only one signature)

[“Award” on right is checked and says “Contractor is not required to sign.”]

Identifying a FEDERAL CONTRACT:

Existence of FAR clauses could indicate Hybrid Agreement.

Background: Identifying an Award – Award Nos.

- Clues For FCO Processing:
  - From NIH: Listing N01 or HHSN most likely would be from a contract.
  - From Army: Listing W91 most likely would be from a contract.
  - From Air Force: Listing FA most likely would be from a contract.
  - From Homeland Security: Listing HSHQ most likely would be from a contract.
### Background: Identifying an Award – Signature Page

- **Clues For FCO Processing:**
  - It is a Federal Contract, if it:
    - Has Section I – Contract Clauses checked
    - Is not unilateral ["Contractor's Negotiated Agreement" is checked and says "Contractor is required to sign this..."]

<table>
<thead>
<tr>
<th>16. TABLE OF CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PART I - THE SCHEDULE</strong></td>
</tr>
<tr>
<td><strong>PART II - CONTRACT CLAUSES</strong></td>
</tr>
<tr>
<td><strong>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</strong></td>
</tr>
<tr>
<td><strong>PART IV - REPRESENTATIONS AND INSTRUCTIONS</strong></td>
</tr>
</tbody>
</table>
| **17. CONTRACTOR'S NEGOTIATED AGREEMENT** (Contractor is required to sign this document and return it to FCO when the following conditions are met:)

- Contains Federal Acquisition Regulations (FAR) clauses (e.g. FAR 52.227-14, DFAR 252.225-7001, or HHSAR 352.224-70)
- Uses “Simplified Acquisition Terms and Conditions”

FAR Clause 52.213-4, Terms and Conditions—Simplified Acquisition (Other Than Commercial Items) (July 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that apply:

1. (i) 52.222-3 Conflict of Interest (June 2003) (E.O. 12175)
2. (i) 52.222-21 Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
**AWARD/CONTRACT**

2. CONTRACT (Proc. Inst. Ident.) NO.
   - HHSN272201000040C

5. ISSUING CODE
   - National Institutes of Health
     - NICHD, DEA, Office of Acquisitions
     - 6700-B Rockville Pike
     - Bethesda, Maryland 20892-7612

7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and zip code)
   - University of Pittsburgh
     - 123 University Place
     - Pittsburgh, PA 15213-2303

10. SUBMIT INVOICES
    - VIN: 1106927

13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION
    - ☑ 10 U.S.C. 230(c)(1)  ☐ 41 U.S.C. 253(c)(1)

15A. SUPPLIES/SERVICES
    - FY10

15G. TOTAL AMOUNT OF CONTRACT
    - $3,099,340

16. TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>#</th>
<th>doc.</th>
<th>description</th>
<th>page(s)</th>
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<td>solicitation/contract form</td>
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<td>2</td>
<td>☑</td>
<td>supplies or services and price/cost</td>
<td>4</td>
<td>☑</td>
<td>ii. list of documents, exhibits and other attach.</td>
<td>48</td>
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<tr>
<td>3</td>
<td>☑</td>
<td>description/specs/work statement</td>
<td>11</td>
<td>☑</td>
<td>iii. list of attachments</td>
<td>48</td>
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<tr>
<td>4</td>
<td>☑</td>
<td>packaging and marking</td>
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<td>☑</td>
<td>iv. representations and instructions</td>
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<td>inspection and acceptance</td>
<td>18</td>
<td>☑</td>
<td>v. representations, certifications</td>
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<td>6</td>
<td>☑</td>
<td>deliveries or performance</td>
<td>19</td>
<td>☐</td>
<td>vi. and other statements of offerors</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>☑</td>
<td>contract administration data</td>
<td>22</td>
<td>☐</td>
<td>vii. instructions, conditions, and notices of offerors</td>
<td></td>
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<tr>
<td>8</td>
<td>☑</td>
<td>special contract requirements</td>
<td>28</td>
<td>☐</td>
<td>viii. evaluation factors for award</td>
<td></td>
</tr>
</tbody>
</table>

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. ☑ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.)
   - Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) the award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☑ AWARD (Contractor is not required to sign this document.)
   - Your offer on Solicitation Number 20-107 includes the following: a) the Government's solicitation and your offer, and b) the award/contract. No further contractual document is necessary.

**REFERENCES**

<table>
<thead>
<tr>
<th>doc.</th>
<th>description</th>
<th>page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>solicitation/contract form</td>
<td>1</td>
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<tr>
<td>2</td>
<td>supplies or services and price/cost</td>
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<tr>
<td>3</td>
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<td>4</td>
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<td>inspection and acceptance</td>
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<td>6</td>
<td>deliveries or performance</td>
<td>19</td>
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<td>7</td>
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</tr>
<tr>
<td>8</td>
<td>special contract requirements</td>
<td>28</td>
</tr>
<tr>
<td>9</td>
<td>contract clauses</td>
<td>41</td>
</tr>
</tbody>
</table>

**SIGNATURES**

- **Allen A. DiPalmi, Director, Office of Research**
  - Signature of person authorized to sign: [signature]
  - Date: 9/24/10

**STANDARD FORM 26 (REV. 4-85)**

- Prescribed by: OMB
  - FAR (48 CFR) 52.214(a)
**ORDER FOR SUPPLIES OR SERVICES**

**IMPORTANT:** Mark all packages and papers with contract and/or order number.

1. **DATE OF ORDER**
   09/24/2010

2. **CONTRACTING (FAX)**
   HSHN20115000710P

3. **ORDER NO.**
   1728881

4. **REQUISITION/REFERENCE NO.**
   Sarah Daugherty, PhD

5. **ISSUING OFFICE** (Address correspondence to)
   National Institutes of Health
   National Cancer Institute
   Bethesda
   MD 20892-7511

6. **TO:**
   a. **NAME OF CONTRACTOR**
      PITTSGH, UNIV:1106927

   b. **COMPANY NAME**
   123 UNIVERSITY PLACE

   c. **STREET ADDRESS**
   NCII/ DCEG / OEB
   6120 Executive Blvd
   Room 8113

   d. **CITY**
   Rockville

   e. **STATE**
   MD

   f. **ZIP CODE**
   20892

7. **SHIP TO:**
   a. **NAME OF CONSIGNEE**
      Sarah Daugherty, PhD

   b. **STREET ADDRESS**
   NCI / DCEG / OEB
   6120 Executive Blvd
   Room 8113

   c. **CITY**
   Rockville

   d. **STATE**
   MD

   e. **ZIP CODE**
   20892

8. **TYPE OF ORDER**
   a. **PURCHASE**
      Reference Your Statement of Work

9. **ACCOUNTING AND APPROPRIATION DATA**
   See Schedule

10. **REQUISITIONING OFFICE**
    Terry Galloway 301-496-8608

11. **BUSINESS CLASSIFICATION** (Check appropriate box(es))
   a. SMALL
   b. OTHER THAN SMALL
      ☑
   c. DISADVANTAGED
   d. WOMEN-OWNED
   e. HUBZone
   f. EMERGING SMALL BUSINESS
   g. SERVICE-DISABLED VETERAN-OWNED

12. **F.O.B. POINT**
    Destination

13. **PLACE OF DELIVERY**

14. **GOVERNMENT BILL NO.**

15. **DELIVER TO F.O.B. POINT ON OR BEFORE (Date)***

16. **DISCOUNT TERMS**

17. **SCHEDULE** (See reverse for Rejections)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED (Q)</th>
<th>UNIT (U)</th>
<th>UNIT PRICE ($)</th>
<th>AMOUNT ($)</th>
<th>QUANTITY ACCEPTED (Q)</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.</td>
<td>SUPPLIES OR SERVICES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>GROSS SHIPPING WEIGHT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

18. **SHIPPING POINT**

19. **INVOICE NO.**

20. **TOTAL** (Cont. pages)

21. **MAIL INVOICE TO:**

   a. **NAME**
      2115 E Jefferson St

   b. **STREET ADDRESS**
      MSC 3500 Suite 4B 432

   c. **CITY**
      Bethesda

   d. **STATE**
      MD

   e. **ZIP CODE**
      20892-6500

22. **UNITED STATES OF AMERICA BY (Signature)**

23. **NAME (Typed)**
    CAREN N. RASMUSSEN
    TITLE: CONTRACTING/ORDERING OFFICER

**Simplified Acquisition Terms and Conditions apply**

Invoice and/or payment questions please contact Purchasing Agent at Sharon. Coles-Galloway at 301-594-7207 Continued...

**AUTHORIZED FOR LOCAL REPRODUCTION**

PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 12/2008)

Printed by USAFEC 43 Febr. 2009

Page 8
## Subcontract Agreement

### Institution/Organization ("RAND")
- Name: [Redacted]
- Address: [Redacted]

### Institution/Organization ("COLLABORATOR")
- Name: University of Pittsburgh
- Address: 123 University Place
  Pittsburgh, PA 15213
- EIN No.: 25-0965591

### Prime Award No.
- HHSN26120100301P

### Awarding Agency
- National Institutes of Health/National Cancer Institute

### Subcontract Period of Performance
- 11 October 2010 – 14 May 2011

### Subcontract No.
- 9920110019

### Amount Funded this Action
- [Redacted]

### Project Title
- Use of Social Networking Technology to Support HINTS Survey Development, Dissemination & Data Users

### Reporting Requirements
- [Check here if applicable. See Attachment 4]

### Terms and Conditions

1) RAND hereby awards a cost reimbursable subcontract, as described above, to Collaborator. The statement of work and budget for this subcontract are as shown in Attachments 4 and 5, respectively. In its performance of subcontract work, Collaborator shall be an independent entity and not an employee or agent of RAND.

2) Matters concerning the technical performance of this subcontract should be directed to the appropriate party's Principal Investigator, as shown in Attachment 3. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subcontract agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. No-cost extensions require the approval of RAND. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3, not less than thirty days prior to the desired effective date of the requested change. Any such changes made to this subcontract agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.

3) Collaborator agrees that the timeliness and performance of work and service under this Subcontract shall conform to high professional standards in the field. Collaborator will use its best efforts to formulate opinions and information upon which RAND and the Sponsor may rely. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

4) For the Collaborator, the following individual are considered to be essential for the work being performed under this Subcontract: Ellen Beckjord. Changes without the prior written approval by RAND are not allowed.

5) Collaborator is expected to follow HHS regulations for the protection of human subjects in 45 CFR Part 46, implement section 491(a) of the PHS Act, and provide a systematic means, based on established, internationally recognized ethical principles, to safeguard the rights and welfare of individuals who participate as subjects in research activities. Noncompliance shall result in immediate termination of this agreement.

6) Collaborator grants to RAND the right to use data created in the performance of this Subcontract agreement. Analysis of the data shall be conducted based upon procedures jointly agreed to between the Principal Investigator of RAND and Collaborator. Data collection shall only be undertaken by Collaborator following approved human subjects procedures. Any human subjects violation shall be cause for termination of the Subcontract. All data collected by the Collaborator shall be made available to the RAND Principal Investigator at all times and will be transferred to RAND without subject identifiers.

7) It is agreed that decisions concerning Publications or Presentations of or from this research by Collaborator, will be made after consultation with the Principal Investigator at RAND. "Publications" refers to literature reviews, technical publications, journal articles and any other types of publications. "Presentations" refers to delivering of speeches or papers at conferences, symposiums, etc. Collaborator will provide RAND with a copy of any proposed publication thirty (30) days in advance of any proposed submission, or ten (10) days in advance of any proposed presentation, for review and comment and in order to protect any proprietary information that may have been included. RAND may review these materials in a timely manner to ensure that Sponsor's proprietary information is not inadvertently disclosed. If RAND so requests, Collaborator agrees to delete such proprietary information. All authors must be responsive to the Quality Assurance review (as seen at http://www.rand.org/standards ) and satisfy its conditions prior to submission or release.

8) RAND shall reimburse Collaborator not more often than monthly for allowable costs up to the amount shown above. All invoices shall be submitted to the RAND Financial contact as identified in Attachment 3, using Collaborator's standard invoice, but at a
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 0092
3. EFFECTIVE See Block 16C
4. REQUISITION/_PURCHASE_REQ. NO. EARLY DETECTION RESEARCH GROUP
5. PROJECT NO. (If applicable) DIVISION OF CANCER PREVENTION

6. ISSUED BY CODE National Cancer Institute
Office of Acquisitions
Executive Plaza South, Suite 600, Room 6001
6120 Executive Blvd MSC 7195
Bethesda, Maryland 20892-7195

7. ADMINISTERED BY CODE (If other than Item 6)

8. NAME AND ADDRESS OF THE CONTRACTOR (No., street, city, county, State and ZIP Code)
PITTSBURGH UNIV:1106927
FIFTH AND WOOD ST
PITTSBURGH

PLACE OF PERFORMANCE: PITTSBURGH, PENNSYLVANIA US
CODE: FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for the receipt of Offers ☐ is extended, ☐ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THIS RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SOC: 25.55
TIN# CAN1
LOC# CAN2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 45.103(b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 1.602(a)

☐ D. OTHER. (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☑ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

PURPOSE: PLCO Pathology Collection -- No-Cost Extension.

The contract is hereby changed as reflected in the attached pages.

The total funds currently obligated to the contract remains unchanged at ☐

The total contract amount remains unchanged at ☐

The expiration date remains unchanged at September 29, 2011.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
KELLY DONOWICH
Assoc. Director of Research

15B. CONTRACTOR OR ORDEROR ☐

15C. DATE SIGNED 3-8-11

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Erin Lange

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

STANDARD FORM 30 (REV. 10-63)
Prescribed by USA FAR (48 CFR) 53.263

Page 10
PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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 at this address: http://www.arnet.gov/far/.

a. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

<table>
<thead>
<tr>
<th>FAR CLAUSE NO.</th>
<th>DATE</th>
<th>TITLE</th>
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<tr>
<td>52.202-1</td>
<td>Jul 2004</td>
<td>Definitions (Over $100,000)</td>
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<tr>
<td>52.203-3</td>
<td>Apr 1984</td>
<td>Gratuities (Over $100,000)</td>
</tr>
<tr>
<td>52.203-5</td>
<td>Apr 1984</td>
<td>Covenant Against Contingent Fees (Over $100,000)</td>
</tr>
<tr>
<td>52.203-6</td>
<td>Sep 2006</td>
<td>Restrictions on Subcontractor Sales to the Government (Over $100,000)</td>
</tr>
<tr>
<td>52.203-7</td>
<td>Jul 1995</td>
<td>Anti-Kickback Procedures (Over $100,000)</td>
</tr>
<tr>
<td>52.203-8</td>
<td>Jan 1997</td>
<td>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over $100,000)</td>
</tr>
<tr>
<td>52.203-10</td>
<td>Jan 1997</td>
<td>Price or Fee Adjustment for Illegal or Improper Activity (Over $100,000)</td>
</tr>
<tr>
<td>52.203-12</td>
<td>Sep 2007</td>
<td>Limitation on Payments to Influence Certain Federal Transactions (Over $100,000)</td>
</tr>
<tr>
<td>52.204-4</td>
<td>Aug 2000</td>
<td>Printed or Copied Double-Sided on Recycled Paper (Over $100,000)</td>
</tr>
<tr>
<td>52.204-7</td>
<td>Apr 2008</td>
<td>Central Contractor Registration</td>
</tr>
<tr>
<td>52.204-10</td>
<td>Jul 2010</td>
<td>Reporting Executive Compensation and First-Tier Subcontract Awards ($25,000 or more)</td>
</tr>
<tr>
<td>52.209-6</td>
<td>Sep 2006</td>
<td>Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over $30,000)</td>
</tr>
<tr>
<td>52.215-2</td>
<td>Mar 2009</td>
<td>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 $100,000 funded exclusively with non-Recovery Act funds.], Alternate II (Apr 1998)</td>
</tr>
<tr>
<td>52.215-8</td>
<td>Oct 1997</td>
<td>Order of Precedence - Uniform Contract Format</td>
</tr>
<tr>
<td>52.215-10</td>
<td>Oct 1997</td>
<td>Price Reduction for Defective Cost or Pricing Data (Over $650,000)</td>
</tr>
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<td>52.215-12</td>
<td>Oct 1997</td>
<td>Subcontractor Cost or Pricing Data (Over $650,000)</td>
</tr>
<tr>
<td>52.215-14</td>
<td>Oct 1997</td>
<td>Integrity of Unit Prices (Over $100,000)</td>
</tr>
<tr>
<td>52.215-15</td>
<td>Oct 2004</td>
<td>Pension Adjustments and Asset Reversions</td>
</tr>
<tr>
<td>52.215-18</td>
<td>Jul 2005</td>
<td>Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions</td>
</tr>
<tr>
<td>52.215-19</td>
<td>Oct 1997</td>
<td>Notification of Ownership Changes</td>
</tr>
<tr>
<td>52.215-21</td>
<td>Oct 1997</td>
<td>Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications</td>
</tr>
<tr>
<td>52.215-23</td>
<td>Oct 2009</td>
<td>Limitations on Pass-Through Charges</td>
</tr>
</tbody>
</table>
FEDERAL ACQUISITION REGULATIONS, FAR:

- Set of uniform policies and procedures for acquisitions by the Federal Government
- Usually contained in “Contract Clauses” section of contract (Section I)
- Applicable based on type of work or organizational structure of contractor
- Compliance is mandatory if contained in your contract and applicable to the work
- Each Government Agency has Supplement (e.g. DFAR, HHSAR); to provide direction and guidance about how an agency should implement a FAR
- Government shorthand to special terms and conditions
- Three Different Sections:
  - Parts 1-51 provides guidance to agencies and contractors – your FCO’s concern
  - Part 52 contains provisions and clauses – contained in your contract.
  - Part 53 contains the forms

NUMBERING SYSTEM OF THE FAR:

- Number represents the FAR’s organizational structure
- Clauses can be identified back the FAR Chapter and Part where they were derived
- The lack of a chapter number indicates that the clause came from Chapter 1 of the FAR

Numbering System for Clauses:
52.227-11:

<table>
<thead>
<tr>
<th>Chapter</th>
<th>Part</th>
<th>Subpart</th>
<th>Section</th>
<th>Subsection</th>
</tr>
</thead>
<tbody>
<tr>
<td>52</td>
<td>.2</td>
<td>27</td>
<td>-11</td>
<td></td>
</tr>
</tbody>
</table>

Numbering System for Prescriptions:
27.303(b)(1):

<table>
<thead>
<tr>
<th>Part</th>
<th>Subpart</th>
<th>Section</th>
<th>(b)(1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>.3</td>
<td>03</td>
<td></td>
</tr>
</tbody>
</table>

FEDERAL ACQUISITION REGULATION EXAMPLE 1:

52.224-2 Privacy Act.

As prescribed in 24.104, insert the following clause in solicitations and contracts, when the design, development, or operation of a system of records on individuals is required to accomplish an agency function:

Privacy Act (Apr 1984)

(a) The Contractor agrees to—
  (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—
    (i) The systems of records; and
    (ii) The design, development, or operation work that the contractor is to perform;
  (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
  (3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals.
individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) “Operation of a system of records,” as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) “Record,” as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) “System of records on individuals,” as used in this clause, 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.

PRESCRIPTION

24.000 Scope of part.
This part prescribes policies and procedures that apply requirements of the Privacy Act of 1974 (5 U.S.C. 552a) (the Act) and OMB Circular No. A-130, December 12, 1985, to Government contracts and cites the Freedom of Information Act (5 U.S.C. 552, as amended).

Subpart 24.1—Protection of Individual Privacy

24.101 Definitions.
As used in this subpart—

“Agency” means any executive department, military department, Government corporation, Government controlled corporation, or other establishment in the executive branch of the Government (including the Executive Office of the President), or any independent regulatory agency.

“Individual” means a citizen of the United States or an alien lawfully admitted for permanent residence.

“Maintain” means maintain, collect, use, or disseminate.

“Operation of a system of records” means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

“Record” means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history, and that contains the individual’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

“System of records on individuals” 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.

24.102 General.
(a) The Act requires that when an agency contracts for the design, development, or operation of a system of records on individuals on behalf of the agency to accomplish an agency function the agency must apply the requirements of the Act to the contractor and its employees working on the contract.

(b) An agency officer or employee may be criminally liable for violations of the Act. When the contract provides for operation of a system of records on individuals, contractors and their employees are considered employees of the agency for purposes of the criminal penalties of the Act.

(c) If a contract specifically provides for the design, development, or operation of a system of records on individuals on behalf of an agency to accomplish an agency function, the agency must apply the requirements of the Act to the contractor and its employees working on the contract. The system of records operated under the contract is deemed to be maintained by the agency and is subject to the Act.

(d) Agencies, which within the limits of their authorities, fail to require that systems of records on individuals operated on their behalf under contracts be operated in conformance with the Act may be civilly liable to individuals injured as a consequence of any subsequent failure to maintain records in conformance with the Act.

24.103 Procedures.
(a) The contracting officer shall review requirements to determine whether the contract will involve the design, development, or operation of a system of records on individuals to accomplish an agency function.

(b) If one or more of those tasks will be required, the contracting officer shall—

(1) Ensure that the contract work statement specifically identifies the system of records on individuals and the design, development, or operation work to be performed; and

(2) Make available, in accordance with agency procedures, agency rules and regulation implementing the Act.

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

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

**FEDERAL ACQUISITION REGULATION EXAMPLE 2:**

**52.244-2 Subcontracts.**

As prescribed in 44.204(a)(1), insert the following clause:

Subcontracts (Oct 2010)

(a) **Definitions.** As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

________________________________________________
________________________________________________
________________________________________________

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.
(ii) Identification of the type of subcontract to be used.
(iii) Identification of the proposed subcontractor.
(iv) The proposed subcontract price.
(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;
(B) The most significant considerations controlling establishment of initial or revised prices;
(C) The reason certified cost or pricing data were or were not required;
(D) The extent, if any, to which the Contractor did not rely on the subcontractor’s certified cost or pricing data in determining the price objective and in negotiating the final price;
(E) The extent to which it was recognized in the negotiation that the subcontractor’s certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
(F) The reasons for any significant difference between the Contractor’s price objective and the price negotiated; and
(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor’s purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;
(2) Of the allowability of any cost under this contract; or
(3) To relieve the Contractor of any responsibility for performing this contract.

No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

The Government reserves the right to review the Contractor’s purchasing system as set forth in FAR Subpart 44.3.

Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

________________________________________________
________________________________________________
________________________________________________

**PRESCRIPTION**

**44.204 Contract clauses.**

(a)(1) The contracting officer shall insert the clause at 52.244-2, Subcontracts, in solicitations and contracts when contemplating—

(i) A cost-reimbursement contract;
(ii) A letter contract that exceeds the simplified acquisition threshold;
(iii) A fixed-price contract that exceeds the simplified acquisition threshold under which unpriced contract actions (including unpriced modifications or unpriced delivery orders) are anticipated;
(iv) A time-and-materials contract that exceeds the simplified acquisition threshold; or
(v) A labor-hour contract that exceeds the simplified acquisition threshold.

(2) If a cost-reimbursement contract is contemplated, for civilian agencies other than the Coast Guard and the National Aeronautics and Space Administration, the contracting officer shall use the clause with its Alternate I.

(3) Use of this clause is not required in—

(i) Fixed-price architect-engineer contracts; or
(ii) Contracts for mortuary services, refuse services, or shipment and storage of personal property, when an agency-prescribed clause on approval of subcontractors’ facilities is required.

(b) The contracting officer may insert the clause at 52.244-4, Subcontractors and Outside Associates and Consultants (Architect-Engineer Services), in architect-engineer contracts.

(c) The contracting officer shall, when contracting by negotiation, insert the clause at 52.244-5, Competition in Subcontracting, in solicitations and contracts when the contract amount is expected to exceed the simplified acquisition threshold, unless—

(1) A firm-fixed-price contract, awarded on the basis of adequate price competition or whose prices are set by law or regulation, is contemplated; or
(2) A time-and-materials, labor-hour, or architect-engineer contract is contemplated.
Roles and Responsibilities for Federal Contracts

When the Federal Government provides research and development funding to the University under a contract (or via a Subcontract from the Prime Recipient), there are different roles and responsibilities that the Principal Investigator, Departmental Administration, and the Office of Research have in regards to the contract.

The following table summarizes the different roles and responsibilities.

<table>
<thead>
<tr>
<th>PRINCIPAL INVESTIGATOR (PI)</th>
<th>DEPARTMENT ADMINISTRATION (DA)</th>
<th>OFFICE OF RESEARCH (OR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Develop science and work with DA to complete proposal paperwork.</td>
<td>• Interact with OR and PI to complete paperwork for proposals.</td>
<td>• Review and endorse proposal submissions.</td>
</tr>
<tr>
<td>• Conduct the work supported by the contract in a professional manner within the time frame proposed and on budget (as well as in compliance with all terms and conditions of contract), including monitoring of Subrecipients.</td>
<td>• Interact with OR for submission of internal paperwork.</td>
<td>• Negotiate and accept terms and conditions of contract (and modifications).</td>
</tr>
<tr>
<td>• Interact/contact with the government’s Contracting Officer’s Representative with respect to technical issues related to the contract.</td>
<td>• Assist PI with government interaction when not appropriate for OR.</td>
<td>• Serve as the primary point of contact for interactions and communications with the government’s Contracting Officer and designated representatives with respect to business issues related to the contract.</td>
</tr>
<tr>
<td>• Submit progress and final reports to the government (or DA if OR signature is needed).</td>
<td>• Assist PI in preparation of reports, if appropriate, and submit to OR for signature when necessary.</td>
<td>• Sign reports as required by government.</td>
</tr>
<tr>
<td>• Follow university and government guidelines regarding use of animal and human subjects research.</td>
<td>• Remind PI of compliance items and check current status prior to submitting items to OR.</td>
<td>• Ensure that all compliance items are current (including IRB, IACUC, COI, etc.).</td>
</tr>
<tr>
<td>• Report patentable and other commercially valuable findings to the Office of Technology Management in accordance with the University Patent Policy.</td>
<td>• Assist PI in preparation of selected post-award matters, such as prior approvals, budget revisions, no-cost extensions, and subcontract/CSAs.</td>
<td>• Endorse, submit, and assist with selected post-award matters, such as prior approvals, budget revisions, no-cost extensions, and subcontract/CSA issuance.</td>
</tr>
<tr>
<td>• Interact with other administrative offices, such as Technology Transfer, IRB, and IACUC review boards (as needed and when not appropriate for DA or OR to do so).</td>
<td>• Interact with other administrative offices, such as Research/Cost Accounting, Purchasing, and Human Resources (as needed and when not appropriate for OR to do so).</td>
<td>• Interact with other administrative offices, such as Research/Cost Accounting, Purchasing, Technology Transfer, Risk Management, and General Counsel, for specialized support matters (as needed).</td>
</tr>
<tr>
<td>• Review monthly accounting of contract.</td>
<td>• Submit invoices to Research/Cost Accounting and payment requests to Payment Processing (for Subrecipients).</td>
<td>• Serve as Institutional Signatory.</td>
</tr>
<tr>
<td>• Ensure research is conducted safely and in compliance with all state and federal regulations.</td>
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</tr>
</tbody>
</table>

*Please note that the roles and responsibilities of the Principal Investigator are generated from University of Pittsburgh Policy 11-01-02 (http://www.bc.pitt.edu/policies/policy/11/11-01-02.html).

Revision Date – 11/7/12
I. SCOPE

This policy establishes the roles, rights, and responsibilities of faculty investigators in the management of sponsored research projects, the protection of the academic and research integrity of such projects, and the resolution of conflicts with colleagues and administrative supervisors.

II. POLICY

The University should not accept awards or enter into agreements for the support of research which confer upon another party the power to censor or exercise effective veto over the dissemination of results and conclusions arising from research. Short delays, usually up to six months, may be permitted to allow industrial sponsors to take out patent applications; these conditions must be specified in the initial awards.

- No agreement should preclude the right of researchers to publish the results of their research. See Policy 11-02-01, Patent Rights and Technology Transfer and University policy on Secret Research for certain exceptions.

A member of a research team who questions in good faith the handling of a research project should be protected from reprisals by other researchers or administrators. On the other hand, researchers require equal protection from unsupported charges or charges made out of ignorance, misinterpretation, or malice.

The University and its agents will operate under University policies on Sponsored Projects or revision of those policies. It is understood that all the rights and responsibilities set forth in these policies are subject to any legal constraints, to the availability of sufficient resources to meet these and competing demands, and all existing University policies.

Investigators have basic rights to an environment that facilitates research, and the University should encourage and facilitate research. On all sponsored projects, the University shall make reasonable efforts to:

- Expedite hiring of staff and faculty to enable work to proceed from the start of the award
- Assist departments, schools, the Office of Research, and the Office of Research Accounting to facilitate administrative tasks
- Meet the terms and conditions of the sponsored award in collaboration with the Investigators
- Disseminate to appropriate staff and faculty this document as well as more detailed procedures, methods, and responsibilities, and including checklists of administrative procedures and timetables

- Improve and expedite the delivery of essential university services to Investigators by facilitating communication between Investigators and administrators to solve problems related to sponsored research

- Provide timely notice of all awards to Investigators and to provide notice to investigators of special conditions that require University and/or Investigator acceptance

- Provide timely and accurate monthly accounting reports to Investigators

Investigators have the following responsibilities:

- To create the project

- To inform all responsible administrative persons of the aims, needs, and expectations of the project early enough so that all parties understand the full implications and meanings of the award

- To avoid conflict of interest

- To maintain academic and research integrity

- To ensure that research is conducted safely and in compliance with all state and federal health and safety regulations

- To conduct the work supported by the award in a timely and professional manner

- To conduct the project in a manner consonant with the teaching and research mission of the University

- To submit progress and final reports as may be required under the terms of the award

- To follow University and sponsoring agency guidelines for the use of animal and human subjects in research

- To report patentable and other commercially valuable findings in accordance with the University Patent Policy

- To acknowledge all sponsors of the research project in any official communication regarding the research

The Principal Investigator has the following additional responsibilities:

- In collaboration with Co-Principal Investigators, to develop the project, allowing adequate time for review and comments by department and school officers, relevant research review committees, and the Office of Research

- To share with all Co-Principal Investigators the planning and development of the project to meet the objectives of the award
- To take appropriate action so that the Office of Human Resources clearly states the terms of appointment of non-signatory staff members, including secretaries and research staff

- To follow the guidelines on appointment and termination for all research associates and research fellows

- To ensure compliance with the specific terms and conditions of each award as stated in the contract or grant documents and with all administrative requirements

- To manage all budgetary matters relating to the project, among those including: incurring expenditures made prior to the receipt of a fully executed award only after obtaining specific authorized approval, controlling expenditures so as not to exceed the total amount of funds awarded, and adhering to specific budget category expenditure limits; obtaining prior approvals (from the agency and the University) for budget changes; reviewing monthly accounting reports and, upon expiration of the contract, making adjustments to clear all expenses

**Investigators have the following rights:**

- The individual Investigator should not be the subject of institutional coercion with respect to particular research projects

- Once signed and submitted, the University should not modify or change the proposal without consultation with Investigators

- Once accepted by the University, the University must not change the condition of the award unless unusual or extenuating circumstances arise; and in such circumstances changes will be made with full consultation of the Investigators; Investigators have the right to appeal such decisions

- Investigators have full right to publish their findings, except as provided under the University Patent Policy and Policy on Secret Research. Authorship credit should reflect the relative contribution of research team members, should be determined as early as possible in the project, and should be given only to active participants in the project

**Settling Disputes**

Investigators should attempt to resolve disputes with administrative officers or among professionals engaged in research by informal means. Disputes may arise because of interpretation of this policy or other reasons involved in the project. All parties should present their views to the next higher level administrator in an effort to achieve mutually agreeable solutions.

Procedure 02-03-01, Faculty Grievances, (or its revision) establishes the procedure for settling disputes that arise under this policy or disputes arising for other reasons involved in the project. Investigators (including research associates) who are unable to achieve a mutually agreeable solution on their own initiative will then invoke the Faculty Grievance Procedure for settling the dispute.

Disputes over research issues require evaluation by persons familiar with the scientific, intellectual, or managerial issues involved. In disputes on research awards, especially
when there are accusations of disputed ownership of data, misuse of funds or violations of accepted practice, review panels must include persons with specific intellectual or scientific qualifications.

In cases of alleged scientific, intellectual misjudgment, or fraudulent reporting or any other matters subject to Policy 11-01-10, Research Integrity, the University will follow this policy or its revision.

Implementation

Concerns and problems of Investigators arising from issues addressed in this policy should be reported to the University Senate Executive Committee for referral to appropriate Senate committees and/or to the University Research Council.

Review

The University Senate Executive Committee and the University Research Council should evaluate the operation of this policy biannually.

III. REFERENCES

Policy 11-02-01, Patent Rights and Technology Transfer

Policy 11-01-01, Research Integrity

Policy 11-01-03, Conflict of Interest Policy for Faculty, Scholars, Researchers, Research Staff/Coordinators

Procedure 02-03-01, Faculty Grievances
<table>
<thead>
<tr>
<th>Role</th>
<th>Key Personnel (According to Sponsor)</th>
<th>Key Personnel (According to Pitt)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investigator</td>
<td>Yes, if identified as such in Award</td>
<td>Yes</td>
</tr>
<tr>
<td>Example: Principal Investigator, Co-Investigator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manager</td>
<td>Yes, if identified as such in Award</td>
<td>Yes</td>
</tr>
<tr>
<td>Example: Project Manager, Data Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrator</td>
<td>Yes, if identified as such in Award</td>
<td>Yes, if identified as such in Award</td>
</tr>
<tr>
<td>Example: Database Administrator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Researcher</td>
<td>Yes, if identified as such in Award</td>
<td>Yes, if identified as such in Award</td>
</tr>
<tr>
<td>Example: Post Doctoral Researcher, Biostatistician, Graduate Student</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coordinator</td>
<td>Yes, if identified as such in Award</td>
<td>Yes</td>
</tr>
<tr>
<td>Example: Administrative Coordinator, Finance Coordinator, Project Coordinator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Director</td>
<td>Yes, if identified as such in Award</td>
<td>Yes</td>
</tr>
<tr>
<td>Example: Program Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant</td>
<td>Yes, if identified as such in Award</td>
<td>Yes, if identified as such in Award</td>
</tr>
<tr>
<td>Example: Administrative Assistant, Nursing Assistant</td>
<td></td>
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</tr>
</tbody>
</table>

Please refer to [http://www.coi.pitt.edu/COITraining.htm](http://www.coi.pitt.edu/COITraining.htm) and Conflict of Interest Policy for Faculty, Scholars, Researchers, Research Staff/Coordinators for further information.
November 2, 2011

Christy Hargrove-Raska
Harris Corporation
132 National Business Parkway, Suite 300
Annapolis Junction, MD 20701

RE: DARPA/Narrative Networks RFP

Dear Ms. Hargrove-Raska:

The University of Pittsburgh is pleased to submit the attached proposal for consideration under the above-referenced RFP (the Program).

Please be advised of the following:

1. The University of Pittsburgh has the financial capacity, working capital, experience, and other resources - as well as fiscal management procedures - in place to properly administer this Contract if awarded.
   • Proposed Period of Performance for this submission is: **February 1, 2012 through July 31, 2016**
   • Proposed Total Costs for this submission are: **[Redacted]**

2. The University of Pittsburgh prefers to not enter into a teaming agreement for this project. In the event Harris is selected as the Contractor for this Program and awarded a contract for the Program in response to the Customer solicitation, the University agrees to negotiate in good faith a subcontract for the portion of the Program that involves the University.

3. A mutual nondisclosure agreement with an effective date of September 30, 2011, is in place regarding this Program.

4. If awarded, the University of Pittsburgh requests that a Cost-Reimbursable, No Fee Contract be issued.

5. In accordance with the University’s policies regarding openness in research (http://www.pitt.edu/~offres/policies/OpennessinResearch2.pdf), the University submits this proposal with the understanding that the University’s commitment to the open dissemination of research results will be supported by the terms and conditions of the resulting contract and that the work performed under the contract will constitute Fundamental Research under the federal Export Control Regulations. In addition, the University anticipates that all work to be performed as part of this project will constitute Contracted Fundamental Research as defined in the RFP. The University will not be able to accept any terms and conditions that would restrict the rights and ownership of data and other work first produced under the resulting subcontract or would require the University to carry out classified or secret work.
6. Please note that in its representations and certifications, the University of Pittsburgh has identified technology that it plans to deliver to Harris and the Government with limited rights for use and release. This technology is also described and listed in the Mutual Non-Disclosure Agreement.

7. If awarded, the University of Pittsburgh reserves the right to negotiate terms and conditions of the agreement to ensure that they are consistent with the University’s policies and its status as a non-profit, state related, educational institution. In particular, the University will be unable to participate in any project where the contract terms include either FAR 52.204-7000, Disclosure of Information or DFAR 252.204-7000, Disclosure of Information. The University of Pittsburgh objects to the following DFAR/FAR clauses and requests their removal from any resulting award document:

**DFAR**
- 252.204-7000 – Disclosure of Information – prohibits the University from conducting research according to our Openness in Research policy (see above)
- 252.225-7006 – Quarterly Reporting of Contract Performance – creates significant administrative burden
- 252.227-7014 – Rights in Noncommercial Computer Software & Noncommercial Computer Software Documentation – no computer software or computer software documentation will be delivered in the contract
- 252.227-7019 – Validation of Asserted Restrictions – Computer Software – no computer software or computer software documentation will be delivered in the contract
- 252.227-7020 – Rights in Special Works – restricts publications without prior approval and eliminates fundamental research exemption for export controls

**FAR**
- 52.203-13 – Contractor Code of Business Ethics and Conduct – contract value does not exceed $5 million dollars
- 52.203-14 – Display of Hotline Posters – contract value does not exceed $5 million dollars
- 52.204-2 – Security Requirements – request Alt. 1 which provides the University with the opportunity to revise SOW or terminate if the level of classification increases
- 52.211-15 – Defense Priorities & Allocation Requirements – the University does not perform work under rated orders
- 52.222-41 – Service Contract Act of 1965, as amended – not applicable since this is not a service contract
- 52.223-3 – Hazardous Material Identification and Material Safety Data – contract does not require the delivery of hazardous materials
- 52.223-14 – Toxic Chemical Release Reporting – remove since clause is RESERVED as 5.31.11
- 52.224-2 – Privacy Act – University does not design, develop, or operate a system of record for individuals and would result in much of University’s research results private
- 52.227-3 – Patent Indemnity – clause is inappropriate for Research and Development contracts
• 52.227-14 – Rights In Technical Data – General – University requests Alt. IV
• 52.227-17 – Rights in Data – Special Works – restricts publications without prior approval and eliminates the University's fundamental research exemption for export controls
• 52.227-18 – Rights in Data – Existing Works – University cannot indemnify the government against claims for data
• 52.228-5 – Insurance – Work on a Government Installation – work will not be performed on government installations
• 52.237-2 – Protection of Government Buildings, Equipment, and Vegetation – work will not be performed on government installations

In addition, the University of Pittsburgh objects to the following provisions as presented in the Harris General Provisions – Services (for government programs) document and reserves the right to negotiate language that is consistent with the University’s policies:

13. Intellectual Property Rights – The University cannot assign all intellectual property rights to Harris for this program, or any other program. The rights Harris seeks to assert in this section are in conflict with Bayh-Dole. Further, the University will not agree to assign all of its rights to intellectual property either jointly or individually created under this program.
16. Applicable Law and Venue – University prefers Pennsylvania as venue or to remain silent
20. Insurance – University of Pittsburgh auto insurance limit is $1,000,000; University will not add Harris as additional insured
21. Standards of Conduct – University objects to the unannounced removal (and without remedy) of any University personnel from the project site
27. Disputes Under the Prime Contract (prefer FAR 52.233-1 Disputes as a replacement)
28. Inspection of Work – University does not hold ISO 9001 certification
30. Warranty of Services – University of Pittsburgh does not offer warranties on research
31. Foreign Transactions and Export Control – see Item 3 above
38. Indemnification

8. Please note the correct spelling of Pittsburgh and Dr. Carey Balaban. Pittsburgh appears in various documents minus the “h”, while Dr. Balaban’s name appears as “Balban”.

We thank you for your consideration.

Respectfully,

[Signature]

Associate Director, Office of [Redacted]

Enclosure
Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE
252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country  JAN 2009
252.209-7002 Disclosure Of Ownership Or Control By A Foreign Government  JUN 2010
252.225-7042 Authorization to Perform  APR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 Annual Representations and Certifications.
As prescribed in 4.1202, insert the following provision:
Annual Representations and Certifications (Jan 2011)
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.
(2) The small business size standard is 500 Employees.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ X ] (i) Paragraph (d) applies.
[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation.
(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
(iii) 52.205-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.
(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
(vi) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
(xii) 52.222-38, Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.
(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.
(C) If the acquisition value is $50,000 or more but is less than $67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—
(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

   __ (i) 52.219-22, Small Disadvantaged Business Status.
   __ (A) Basic.
   __ (B) Alternate I.
   __ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
   __ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
   __ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.
   __ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
   __ (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.
   __ (vii) 52.227-6, Royalty Information.
   __ (A) Basic.
   __ (B) Alternate I.
   __ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause # Title Date Change

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

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION
(a) Any contract in excess of $500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror’s proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: ___________________________ Name and Address of Cognizant ACO or Federal Official Where Filed: ______________________________________

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: 2.20.07 Name and Address of Cognizant ACO or Federal Official Where Filed: US Department of Health and Human Services, Division of Cost Allocation, Cohen Building – Room 1067, 330 Independence Ave., SW, Washington, DC 20201

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than $50 million (of which at least one award exceeded $1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $25 million or more.
III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES  (X) NO

(End of clause)

252.225-7031 Secondary Arab Boycott of Israel.

As prescribed in 225.7605, use the following provision:
SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(a) Definitions. As used in this provision—
(1) “Foreign person” means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.
(2) “United States” means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
(3) “United States person” is defined in 50 U.S.C. App. 2415(2) and means—
(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it—
(1) Does not comply with the Secondary Arab Boycott of Israel; and
(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—
(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data-- Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software-- Small Business Innovative Research (SBIR) Program clause.
(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software-- Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror’s assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government’s Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government’s rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Name of Person Software to be Furnished Asserting
With Restrictions * Basis for Assertion ** Asserted Rights Category *** Restrictions **** None at this time.

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government’s rights in computer software documentation generally may not be restricted. For
computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date ________________________________

Printed Name and Title: Kelly Downing, Associate Director – Office of Research

Signature _________________________________________

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

__X__ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)
CERTIFICATE OF CURRENT COST OF PRICING DATA (FAR 15.406-2)

(When cost or pricing data are required in accordance with FAR 15.406-2, the Contracting Officer will request that the offeror complete, execute, and submit to the Contracting Officer a certification in the format shown in the following Certificate of Current Cost or Pricing Data. The certification shall be submitted only at the time negotiations are concluded. Offerors should complete the certificate and return it when requested by the Contracting Officer.)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of ________________ * are accurate, complete, and current as of ________________ **.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm __________________________________________________

Signature ________________________________________________

Name ___________________________________________________

Title ____________________________________________________

Date of execution*** ________________________________

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

(End of certificate)
OFFICE OF SMALL AND DISADVANTAGED BUSINESS UTILIZATION
SMALL BUSINESS SUBCONTRACTING PLAN

The following outline meets the minimum requirements of section 8(d) of the Small Business Act, as amended, and implemented by the Federal Acquisition Regulations (FAR) Subpart 19.7. The U.S. Department of Health and Human Services (HHS), Office of Small and Disadvantaged Business Utilization (OSDBU) recommend offerors use the following format to submit proposed Individual Subcontracting Plans, including modifications. It is not intended to replace any existing Corporate/Commercial Plan that is more extensive. A subcontracting Plan is required if the estimated cost of the contract may exceed $650,000 ($1,500,000 for construction) Small businesses are excluded. Questions should be forwarded to the Contracting Officer or Operating Division (OPDIV) Small Business Specialist.

HHS Operating Division (OPDIV): Agency: Department of Health and Human Services
Office: National Institutes Of Health Location: National Library of Medicine

SOLICITATION OR CONTRACT NUMBER: [Redacted]

DATE OF PLAN: 06/10/11

CONTRACTOR: University of Pittsburgh

ADDRESS: 123 University Place, Lower Lobby

STATE/ZIP CODE Pennsylvania, 15260

DUNN & BRADSTREET NUMBER: 00-451-4360

ITEM/SERVICE (Description): [Redacted]
NEW/INITIAL CONTRACT

PERIOD OF CONTRACT PERFORMANCE (MM/DD/YYYY - MM/DD/YYYY): 5/1/11-4/30/16

Base (if options apply) $1,213,533 ($978,657 without IDCs) Performance Period/Quantity 5/1/11-4/30/12

Option 1: $1,376,986 ($1,110,473 without IDCs) Performance Period/Quantity 5/1/12-4/30/13

Option 2: $1,396,314 ($1,126,060 without IDCs) Performance Period/Quantity 5/1/13-4/30/14

Option 3: $1,354,154 ($1,092,060 without IDCs) Performance Period/Quantity 5/1/14-4/30/15

Option 4: $1,337,314 ($1,078,479 without IDCs) Performance Period/Quantity 5/1/15-4/30/16

$ 6,678,301 ($5,385,729 without IDCs) Total Contract Cost

CONTRACT MODIFICATION (if applicable)

NEW PERIOD OF CONTRACT PERFORMANCE (MM/DD/YYYY - MM/DD/YYYY):

Original/Base $ __________________ Performance Period/Quantity _________

Modification $ __________________ Performance Period/Quantity _________

Task Order $ __________________ Performance Period/Quantity _________

$ __________________ Modified Total Contract Cost

Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor requesting supplies or services required for performance of the contract or subcontract.

If assistance is needed to locate small business sources, contact the Small Business Specialist (SBS) supporting the OPDIV. SBS contact information is located on the OSDBU website (http://www.hhs.gov/about/smallbusiness/osdbustaff.html) or you may contact the OSDBU headquarters at (202) 690-7300.

HHS current subcontracting goal is 28.0% for small business (hereafter referred to as SB), 5.00% for Small Disadvantaged Business, including 8(a) Program Participants, Alaska Native Corporations (ANC) and Indian Tribes (hereafter referred to as SDB), 5.00% for women-owned business and economically disadvantaged women-owned business.

Revised December 2010
(hereafter referred to as WOSB), 3.00% HubZone business (hereafter referred to as HUBZone), 3.00% Veteran Owned Small Business (hereafter referred to as VOSB) and 3.00% service disabled veteran-owned small business (hereafter referred to as SDVOSB) concerns for Fiscal Year (FY) 2011. For this procurement, HHS expects all proposed subcontracting plans to contain at a minimum the aforementioned percentages. These percentages shall be expressed as percentages of the total estimated subcontracting dollars.

1. Type of Plan (check one)

   x ___ Individual plan (all elements developed specifically for this contract and applicable for the full term of this contract).

   ___ Master plan (goals developed for this contract) all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval.

   ___ Commercial products/service plan (goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts) this plan applies to the entire production of commercial service or items or a portion thereof. The contractor sells commercial products and services customarily used for non-government purposes. The plan is effective during the offeror’s fiscal year (attach a copy). The Summary Subcontracting Report (SSR) must include a breakout of subcontracting prorated for HHS and other Federal agencies.

2. Goals

Below indicate the dollar and percentage goals for Small Business, Small Disadvantaged (SDB) including Alaska Native Corporations and Indian Tribes, Woman-owned and Economically Disadvantaged Women-Owned (WOSB), Historically Underutilized Business Zone (HUBZone), Service-Disabled Veteran-owned (SDVOSB) small businesses and “Other than small business” (Other) as subcontractors. Indicate the base year and each option year, as specified in FAR 19.704 or project annual subcontracting base and goals under commercial plans. If any contract has more four options, please attach additional sheets which illustrate dollar amounts and percentages.

a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is **$2,971,739** (Base Period - if options apply).
   Base $519,757

   FY 12  1st Option  FY 13  2nd Option  FY 14  3rd Option  FY 15  4th Option
   $640,813  $643,873  $597,025  $570,271

b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB, HUBZone, VOSB and SDVOSB): (% of “a”)
   $ 257,670 and 8.7% (Base Period - if options apply)
   Base $86,955
c. Total estimated dollar value and percent of planned subcontracting with **SMALL DISADVANTAGED BUSINESSES**: (% of “a”) $192,847 and 6.5% (Base Period - if options apply)
   Base $74,225

   FY 12  1st Option  FY 13  2nd Option  FY 14  3rd Option  FY 15  4th Option
   $28,750        $29,342        $29,950        $30,580

   FY 12  1st Option  FY 13  2nd Option  FY 14  3rd Option  FY 15  4th Option
   $32,788        $33,495        $34,229        $34,981

   FY 12  1st Option  FY 13  2nd Option  FY 14  3rd Option  FY 15  4th Option
   $18,805        $18,805        $18,805        $18,803

   FY 12  1st Option  FY 13  2nd Option  FY 14  3rd Option  FY 15  4th Option
   $18,805        $18,805        $18,805        $18,803

   FY 12  1st Option  FY 13  2nd Option  FY 14  3rd Option  FY 15  4th Option
   $18,805        $18,805        $18,805        $18,803
h. Total estimated dollar and percent of planned subcontracting with "OTHER THAN SMALL BUSINESSES" (As defined by the Small Business Administration as "any entity that is not classified as a small business. This includes large businesses, state and local governments, non-profit organizations, public utilities, educational institutions and foreign-owned firms.") (% of "a") **$2,714,069** and **91.3%** (Base Period - if options apply) Base **$432,803**

<table>
<thead>
<tr>
<th>Year</th>
<th>1st Option</th>
<th>2nd Option</th>
<th>3rd Option</th>
<th>4th Option</th>
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<tr>
<td>FY 12</td>
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<td>FY 13</td>
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<td>$553,991</td>
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<tr>
<td>FY 15</td>
<td></td>
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<td>$526,485</td>
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</table>

**Note:** Federal prime contract percentage goals may serve as objectives for subcontracting goal development:

- Total Small Business (SB) 19.50%
- 8(a) Program Participants 5.00%
- Small Disadvantaged Business (SDB) 5.00%
- Woman Owned Small Business (WOSB) 5.00%
- Historically Underutilized Business Zone (HUBZone) 3.00%
- Service Disabled Veteran Owned Small Business (SDVOSB) 3.00%

i. Provide a description of ALL the products and/or services to be subcontracted under this contract, and indicate the size and type of business supplying them (check all that apply):

<table>
<thead>
<tr>
<th>Products and/or Services</th>
<th>Other</th>
<th>Small Business</th>
<th>SDB</th>
<th>WOSB</th>
<th>Hubz</th>
<th>VOSB</th>
<th>SDVOSB</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Materials &amp; Supplies</td>
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<td>X</td>
<td>X</td>
<td>X</td>
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<td>X</td>
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<tr>
<td>2 Equipment</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
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<td>X</td>
</tr>
<tr>
<td>3 Travel</td>
<td>X</td>
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<td>X</td>
<td>X</td>
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<td>4 Subcontracts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>5 Other Costs</td>
<td>X</td>
<td>X</td>
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<td>8</td>
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<tr>
<td>9</td>
</tr>
<tr>
<td>10</td>
</tr>
</tbody>
</table>

**Note:** Please refer to Diversity Business Plan on Excel Spreadsheet for further detail

j. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone and SDVOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for

Revised December 2010
those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to SB, WOSB, HUBZone, VOSB and SDVOSB concerns were determined, how the capabilities of these concerns were considered contract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

The method used to develop the subcontracting goals involved first identifying total dollars to be subcontracted under the project, and then using historical experience with small and small disadvantaged businesses for commodities and/or services identified. Source list of known competitively priced small disadvantaged business enterprises (SDV), women-owned business enterprises (WBE), HubZone, Veteran Owned, and Service Disabled Veteran Owned small business providers as identified via CCR, web sites as well as other organizations that certify minority and women-owned businesses. This is not withstanding internal effort to develop SDB, WBE, VO and SDVO small businesses to meet requirements under this project.

k. Indirect costs have __ have not x been included in the dollar and percentage subcontracting goals above (check one).

l. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

3. Program Administrator:

NAME: Renee Galloway

TITLE: Supplier Diversity Administrator

ADDRESS: University of Pittsburgh, 3301 Cathedral of Learning, Pittsburgh PA 15260

TELEPHONE: (412) 624-5261
E-MAIL: rgalloway@bc.pitt.edu
**Duties:** Does the individual named above have general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans and perform the following duties? (If NO is checked, please who in the company performs those duties, or indicate why the duties are not performed in your company on a separate sheet of paper and submit with the proposed subcontracting plan.)

a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing; x yes __ no

b. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns from all possible sources; x yes __ no

c. Ensuring periodic rotation of potential subcontractors on bidder’s lists; x yes __ no

d. Assuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB businesses are included on the bidders’ list for every subcontract solicitation for products and services that they are capable of providing. x yes __ no

e. Ensuring that Requests for Proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns. x yes __ no

f. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, 8(a), SDB, WOSB, HUBZone, VOSB and SDVOSB small business participation. x yes __ no

g. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns to include the Central Contractor Registration (http://www.ccr.gov/), local small business and minority associations, local chambers of commerce and Federal agencies’ Small Business Offices; x yes __ no

h. Establishing and maintaining contract and subcontract award records; x yes __ no

i. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc; x yes __ no

j. Ensuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company; x yes __ no

k. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended; x yes __ no

l. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals; x yes __ no

Revised December 2010
m. Preparing and submitting timely, required subcontract reports; _x_ yes ___ no

n. Conducting or arranging training for purchasing personnel regarding the intent and impact of 8(d) of the Small Business Act on purchasing procedures; _x_ yes ___ no

o. Coordinating the company’s activities during the conduct of compliance reviews by Federal agencies; and _x_ yes ___ no

p. Other duties: ____________________________________________________________

____________________________

4. Equitable Opportunity

Describe efforts the offeror will undertake to ensure that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

a. Outreach efforts to obtain sources:

1. Contact minority and small business trade associations; 2) contact business development organizations and local chambers of commerce; 3) attend SB, SDB, WOSB, HUBZone, VOSB and SDVOSB procurement conferences and trade fairs; 4) review sources from the Central Contractor Registration (http://www.ccr.gov/); 5) review sources from the Small Business Administration (SBA), Central Contractor Registration (CCR); 6) Consider using other sources such as the National Institutes of Health (NIH) e-Portals in Commerce, (e-PIC), (http://epic.od.nih.gov/). The NIH e-PIC is not a mandatory source; however, it may be used at the offeror’s discretion; and 7) Utilize newspaper and magazine ads to encourage new sources.

b. Internal efforts to guide and encourage purchasing personnel:

1. Conduct workshops, seminars and training programs;

2. Establish, maintain, and utilize SB, SDB, WOSB, HUBZone, VOSB and SDVOSB source lists, guides, and other data for soliciting subcontractors; and

3. Monitor activities to evaluate compliance with the subcontracting plan.

Additional efforts: ________________________________________________________________
5. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, “Utilization of Small Business Concerns,” in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of $650,000 ($1,500,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, “Small Business Subcontracting Plan.” Note: In accordance with FAR 52.212-5(e) and 52.244-6(c) the contractor is not required to include flow-down clause FAR 52.219.-9 if it is subcontracting commercial items.

6. Reporting and Cooperation

The contractor gives assurance of 1) cooperation in any studies or surveys that may be required; 2) submission of periodic reports which illustrate compliance with the subcontracting plan; 3) submission of its Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR); and 4) subcontractors submission of ISRs and SSRs. **ISRs and SSRs shall be submitted via the Electronic Subcontracting Reporting System (eSRS) website [https://esrs.symplicity.com/index?tab=sigin&cck=1](https://esrs.symplicity.com/index?tab=sigin&cck=1)**

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Report Due</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct 1 - Mar 31</td>
<td>ISR</td>
<td>4/30</td>
</tr>
<tr>
<td>Apr 1 - Sept 30</td>
<td>ISR</td>
<td>10/30</td>
</tr>
<tr>
<td>Oct 1 - Sept 30</td>
<td>SSR</td>
<td>10/30</td>
</tr>
<tr>
<td>Contract Completion</td>
<td>Year End SDB Report</td>
<td>30 days after completion</td>
</tr>
</tbody>
</table>

Please refer to FAR Part 19.7 for instruction concerning the submission of a Commercial Plan: SSR is due on 10/30 each year for the previous fiscal year ending 9/30.

a. Submit ISR (bi-annually) for the awarding Contracting Officer's review and acceptance via the eSRS website.

b. Currently, SSR (annually) must be submitted for the HHS eSRS Agency Coordinator review and acceptance via the eSRS website. **(Note: Log onto the OSDBU website to view the HHS Agency Coordinator contact information (http://www.hhs.gov/about/smallbusiness/osdbustaff.html).**

**Note:** The Request for Proposal (RFP) will indicate whether a subcontracting plan is required. Due to the nature and complexity of many HHS contracts, particularly the Centers for Medicare and Medicaid (CMS), the contractor may not be required to submit its subcontracting reports through the eSRS. The Contracting Officer will confirm reporting.
requirements prior to the issuance of an award. For more information, contact Teneshia Alston, Agency Coordinator-eSRS (Teneshia.Alston@HHS.GOV).

7. Record keeping

FAR 19.704(a) (11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

a. SB, SDB, WOSB, HUBZone, VOSB and SDVOSB source lists, guides and other data identifying such vendors;

b. Organizations contacted in an attempt to locate SB, SDB, WOSB, HUBZone, VOSB and SDVOSB sources;

c. On a contract-by-contract basis, records on all subcontract solicitations over $100,000, which indicate for each solicitation (1) whether SB, SDB, WOSB, HUBZone, VOSB and/or SDVOSB concerns were solicited, if not, why not and the reasons solicited concerns did not receive subcontract awards;

d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;

e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and

f. On a contract-by-contract basis, records to support subcontract award data including the name, address, and business type and size of each subcontractor. (This is not required on a contract-by-contract basis for commercial plans.)

g. Other records to support your compliance with the subcontracting plan: (Please describe)
8. Timely Payments to Subcontractors

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with SB concerns, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns.

Your company has established and used such procedures:  yes no

9. Description of Good Faith Effort

Maximum practicable utilization of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the SB, SDB, WOSB, HUBZone, VOSB and SDVOSB small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting official prior to approval of the plan.

As developed in the plan, the University is proactively working with small business enterprises to involve them in the University's purchasing process. For this research contract, all avenues of possible direct spend were thoroughly considered. At this time, the University feels that it has identified all possible, reasonable opportunities for small business entities for this research contract. In addition, we reviewed the sole source purchases and attempted to find alternate sources.

SIGNATURE PAGE

Signatures Required:

This subcontracting plan was submitted by:

Signature: [Redacted]
Typed/Print Name: Renee Galloway
Title: Supplier Diversity Administrator
Date: June 10, 2011

This plan was reviewed by:

Signature: Renee Galloway
Typed/Print Name: Supplier Diversity Administrator University of Pittsburgh
Title: Contracting Officer Date: [Redacted]
This plan was reviewed by:
Signature: 
Typed/Print Name: 
Title: HHS Small Business Specialist Date: 

This plan was reviewed by:
Signature: 
Typed/Print Name: 
Title: Small Business Administration Procurement Center Representative Date: 

This plan was approved by:
Signature: 
Typed/Print Name: 
Title: Contracting Officer Date: 

Revised December 2010
**Distribution Method Used to Devolve the Subcontracting Goals**

The method used to devolve the subcontracting goals involves first identifying the total dollars to be subcontracted under this project, and then using historical experience with small and disadvantaged businesses for commodities and/or services identified. Source list of known, competitively priced small disadvantaged businesses (HUBZone, 8(a), WOSB, SDVOSB, etc.) is used.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Total Dollars to be subcontracted</th>
<th>LBNE</th>
<th>SB</th>
<th>DBE</th>
<th>WBE</th>
<th>HUBZone</th>
<th>VOB</th>
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<tbody>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Goals & Percentages**

Note: Total excludes Personal and Fringe Benefits.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Total Dollars to be subcontracted</th>
<th>LBNE</th>
<th>SB</th>
<th>DBE</th>
<th>WBE</th>
<th>HUBZone</th>
<th>VOB</th>
<th>TBD</th>
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<tr>
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<th>LBNE</th>
<th>SB</th>
<th>DBE</th>
<th>WBE</th>
<th>HUBZone</th>
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**Notes:**
- LBNE: Large Business Enterprise
- SB: Small Business Enterprise
- DBE: Disadvantaged Business Enterprise
- WBE: Women-Owned Business
- HUBZone: HUBZone
- VOB: Veteran-Owned Business
- TBD: To Be Determined

**References:**
- U.S. Small Business Administration
- HUBZone Program
- Women's Business Enterprise Network
- Small Business Administration
- Veteran's Administration
- SDVOSB Program
1. Type of Federal Action:  
   - a. contract  
   - b. grant  
   - c. cooperative agreement  
   - d. loan  
   - e. loan guarantee  
   - f. loan insurance  

2. Status of Federal Action:  
   - a. bid/offer/application  
   - b. initial award  
   - c. post-award  

3. Report Type:  
   - a. initial filing  
   - b. material change  

   For Material Change Only:  
   - year _________ quarter _________  
   - date of last report _________ _________  

4. Name and Address of Reporting Entity:  
   - a. Prime  
   - b. Subawardee  
     Tier ________, if known:  

   Congressional District, if known: 4c  

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:  
   Congressional District, if known:  

6. Federal Department/Agency:  

7. Federal Program Name/Description:  
   CFDA Number, if applicable:  

8. Federal Action Number, if known:  

9. Award Amount, if known:  
   $  

10. a. Name and Address of Lobbying Registrant  
    (if individual, last name, first name, MI):  
    
    b. Individuals Performing Services  
    (including address if different from No. 10a)  
    (last name, first name, MI):  
    NOT APPLICABLE  

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.  

Signature:  
Print Name: Kelly Downing  
Title: Associate Director, Office of Research  
Telephone No.: 412-624-7400  
Date:  

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Standard Form LLL (Rev. 7-97)
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
PUBLIC HEALTH SERVICE  
NATIONAL INSTITUTES OF HEALTH  
CONTRACTING OFFICER'S AUTHORIZATION  
(FOR PROPERTY ACQUISITION)  

3. To:  
University of Pittsburgh  
University Club, Lower Level  
123 University Place  
Pittsburgh, PA 15213  

4. From:  
National Institutes of Health  
Office of Acquisitions, NIAID  
6700-B Rockledge Drive  
Room 3214, MSC 7612  
Bethesda, Maryland 20892-7612  

5. CONTRACT NUMBER: HHSN272201000047C/ N01-AI-00047  

6. CONTRACTOR'S REFERENCE AND/OR REQUEST:  
August 31, 2011  

7. THE PROPERTY LISTED IN THIS LETTER HAS BEEN SCREENED AGAINST THE IDLE INVENTORY AND IS NOT AVAILABLE OR CANNOT BE DELIVERED ON OR BEFORE THE REQUIRED DATE. AUTHORITY IS GRANTED TO PURCHASE THIS PROPERTY AS A DIRECT CHARGE TO REFERENCED CONTRACT.  

<table>
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<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>ALLOWABLE COST</th>
</tr>
</thead>
<tbody>
<tr>
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<td>1</td>
<td>EA</td>
<td>Endoscopes</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL

13. [ ] TITLE TO THIS PROPERTY WILL VEST IN THE GOVERNMENT UPON ACQUISITION.  
14. (X) TITLE TO THIS PROPERTY WILL VEST IN THE CONTRACTOR UPON ACQUISITION. THE CONTRACTOR WILL IDENTIFY AND CONTROL THIS PROPERTY IN ACCORDANCE WITH ITS INTERNAL PROCEDURE.  
15. SALES TAX, TRANSPORTATION, AND/OR INSTALLATION CHARGES ARE ALLOWABLE BUT MUST BE LISTED SEPARATELY ON YOUR INVOICE. A FINAL BILLING INVOICE MUST BE FORWARDED WITH YOUR INVOICE. UNIT PRICES FOR ABOVE PROPERTY MAY NOT EXCEED AUTHORIZED AMOUNT BY MORE THAN 10% WITHOUT WRITTEN AUTHORIZATION FROM THE CONTRACTING OFFICER.  
16. THIS AUTHORIZATION DOES NOT AMEND ANY TERMS OR CONDITIONS OF THE CONTRACT, INCLUDING THE LIMITATION ON MAXIMUM ACTUAL COST.  

17. SPECIAL INSTRUCTIONS  
Please cite the above-referenced COA number on your invoice when billing for this purchase. Attach a copy of the actual receipt to the invoice when billing. The Contractor has indicated that there are sufficient funds remaining in the contract; therefore, this action does not increase the total contract amount.  

18. ACCOUNTING POINT ADDRESS (Third and fourth digits of CAN number determines accounting point. Check box that corresponds with CAN number digits and send to address listed for that number.)  

<table>
<thead>
<tr>
<th>40</th>
<th>41</th>
<th>42</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Accounts</td>
<td>31</td>
<td>32</td>
</tr>
<tr>
<td>2115 East Jefferson St RM: 4B-432, MSC 8500</td>
<td>2115 East Jefferson St RM: 4B-432, MSC 8500</td>
<td></td>
</tr>
</tbody>
</table>

19. ATTACHMENT (FORM HHS-665) - N/A  

20. SIGNATURE OF CONTRACTING OFFICER  
Bijan Mansoury, Contracting Officer Representative  

NIH 2321 (Rev. 1/98)
July 20, 2011

Office of Research
University of Pittsburgh
123 University Place
Pittsburgh, PA 15213

Attention: Stephanie Panach, Federal Contract Officer

Subject: Contract No. HHS-N-276-2011-00003-C
Contracting Officer’s Authorization (COA) No. 01

Ms. Panach:

This COA provides retroactive approval for reimbursement of registration and travel costs for Key Personnel, Barbara A. Epstein and Renae Barger to attend the 2011 Medical Library Conference. This authorization acknowledges the advance payment prior to the contract start date was necessary and justified to meet the requirements of the Statement of Work and the Final Negotiated Budget. This approval is in compliance with FAR 31.205-32, Pre-contract Costs.

<table>
<thead>
<tr>
<th>Medical Library Conference Costs</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conference Registration</td>
<td></td>
</tr>
<tr>
<td>Barbara A. Epstein</td>
<td></td>
</tr>
<tr>
<td>Renae Barger</td>
<td></td>
</tr>
<tr>
<td>Travel Costs</td>
<td></td>
</tr>
<tr>
<td>Barbara A. Epstein</td>
<td></td>
</tr>
<tr>
<td><strong>Total Approval Amount</strong></td>
<td></td>
</tr>
</tbody>
</table>

The total amount and performance period on this COA shall not be exceeded without prior written approval from the Contracting Officer. This authorization does not amend any terms or conditions of the subject contract. Should you have any questions regarding this COA, please contact me at 301-435-4393 or via email at anavas@nlm.nih.gov.

Anavas Ahmad
Contracting Officer
Office of Acquisitions
National Library of Medicine

Cc:

Via email attachment:
Barbara A. Epstein, Director
Renae Barger, Executive Director
Angela Ruffin, Head NN/LM Network Office
Robin Hope, Branch Chief/Contracting Officer, Office of Acquisitions, NLM
## University of Pittsburgh

**CONTRACT SERVICES SUBAWARD REQUEST FORM**

**THIS DOCUMENT FOR UNIVERSITY OF PITTSBURGH OFFICE OF RESEARCH USE ONLY**

### INFORMATION FOR SUBAWARD ISSUED FROM AN 05 ACCOUNT

<table>
<thead>
<tr>
<th>Original</th>
<th>Amendment No.: ____</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSTITUTION NO.: ____</td>
<td>PROJECT NO.: ____</td>
</tr>
<tr>
<td>DEPARTMENT NAME: ____</td>
<td>PRIME AWARD NO.: ____</td>
</tr>
<tr>
<td>AWARDING AGENCY: ____</td>
<td>CFDA No.: ____</td>
</tr>
<tr>
<td>Federal ☐ Non-Federal ☐</td>
<td>Was this Subaward approved by the sponsor? Yes ☐ No ☐ (If no, follow Contracting Officer’s Authorization Process)</td>
</tr>
</tbody>
</table>

### INFORMATION FOR SUBAWARD ISSUED FROM AN 02 OR 04 ACCOUNT

<table>
<thead>
<tr>
<th>Original</th>
<th>Amendment No.: ____</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account No.: ____</td>
<td></td>
</tr>
<tr>
<td>If Amendment, provide Institution (I) No.: ____</td>
<td></td>
</tr>
</tbody>
</table>

**PROJECT TITLE:**

**AMOUNT FUNDED WITH THIS REQUEST:** $____ OR ☐ No Cost Extension (NCE) - no additional funding

**IF AMENDMENT, TOTAL AMOUNT ACCRUED (including this action):** $____

**Period of Performance:** From: ____ Through: ____

### UNIVERSITY OF PITTSBURGH CONTACT INFORMATION

Department Contact for Questions: ____
Phone No.: ____ Email: ____

### SUBRECIPIENT CONTACT INFORMATION

**Institution/Company:**
**Name:** ____
**Address:** ____
**EIN No.: ____**
**DUNS No.: ____**

Central Business Office Contact Person:
**Name:** ____
**Phone:** ____ Email: ____

### OTHER UNIVERSITY OF PITTSBURGH INFORMATION

**Faculty Member:**
**Name:** ____
**Address:** ____
**EIN No.: ____**
**DUNS No.: ____**

**Pitt Contact for Invoices, Notices and Reports:**
**Name:** ____
**Address:** ____
**Phone:** ____ Email: ____

**Fax:** ____
**PROJECT COMPLIANCE REVIEW:**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Will human subject research be performed at this Subaward site?

**IF YES, PROVIDE UNIVERSITY OF PITTSBURGH AND SUBAWARD SITE’S IRB APPROVAL LETTER**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Does the proposed Subaward involve contact of Subawardee personnel with minor children?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Disclosure of Individually Identifiable Health Information (HIPAA) – if de-identified data ONLY, check no

If yes, Subaward site will:

A. ☐ Have access to human subject data only

OR

B. ☐ Have direct contact with human subjects

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Is this a multi-site clinical trial?

**If yes, does this project involve an investigational device or drug? Yes ☐ No ☐**

Who will provide the device or drug? ______

Who holds the Investigational New Drug or Investigational Device Exemption (IND/IDE)? ______

If the Pitt Principal Investigator holds the IND/IDE, please consult the following web site: [http://www.o3is.pitt.edu/](http://www.o3is.pitt.edu/)

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Will animal research be performed at this Subaward site?

**IF YES, PROVIDE THE FOLLOWING THREE (3) DOCUMENTS:**

1. UNIVERSITY OF PITTSBURGH IACUC
2. UNIVERSITY OF PITTSBURGH IACUC SUBAWARD SITE APPROVAL LETTER
3. SUBAWARD SITE IACUC APPROVAL

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Will rDNA and/or Ionizing Radiation be used at this Subaward site?

**IF YES, PROVIDE SUBAWARD SITE’S APPROVAL LETTER**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Is the Subaward site Foreign?

**IF YES, COMPLETE ATTACHMENT 1** and provide all documents in English

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Will any materials be transferred between University of Pittsburgh and the Subaward site?

**IF YES, PLEASE PROVIDE THE I# ______**

**IF THERE IS NOT A CURRENT MTA, PLEASE COMPLETE ATTACHMENT 2**
SUBMIT THE FOLLOWING TO THE OFFICE OF RESEARCH WITH THIS FORM:

- Collaborator’s Scope of Work (use a separate page and attach it to this form)
  The Scope of Work should be 1 or 2 paragraphs describing in simple, non-scientific terms what research will be performed at the Subaward site. It should NOT be the proposal’s research plan or budget justification.
- Budget (for the requested period of performance only)
- Copy of Prime Award
- Subaward site reporting requirements

All current applicable compliance documents

OFFICE OF RESEARCH USE ONLY

APPROVED FOR PROCESSING BY: ____________________________  DATE: ____________________________

UBMTA MEMBER  [  ] Yes  [  ] No – Please use MTA Language # ____________________________

FFATA Reportable  [  ] Yes  [  ] No
ATTACHMENT 1 – FOREIGN RESEARCH

To be completed by department submitting the request if agreement will be sent to a foreign entity:

1. Does a travel warning exist in the foreign site’s host country?  
   Will any Pitt faculty, staff or students be traveling to this site?
   □ Yes  □ No

   [Link to travel warning]

2. Will any equipment be shipped to the foreign site?  
   □ Yes  □ No
   a. Does the program involve the export of any goods or otherwise covered items overseas?  
      □ Yes  □ No

      [Link to export regulations]
   b. If so, have any necessary export permits under the Export Administration Regulations or International
      Trade in Arms Regulations been secured?  
      □ Yes  □ No

3. Will there be etiologic agents (including human blood or other human tissue materials) shipped from the foreign
   site to the United States?  
   □ Yes  □ No
   a. If yes, have the investigators obtained the necessary import permit from the Center for Disease Control?
      For more information, see [Link to CDC]
      □ Yes  □ No

4. Will investigational drugs or devices be tested by the foreign site?  
   □ Yes  □ No
   a. If yes, has the foreign site agreed to abide by the FDA Guidance on Good Clinical Practice (“GCP
      Guidance”), which was developed as part of the work of the International Conference on Harmonisation
      of Technical Requirements for Registration of Pharmaceuticals for Human Use (ICH)?  
      □ Yes  □ No

      The Guidance provides a consistent set of definitions and requirements for record-keeping, adverse
      event reporting and all other aspects of clinical conduct and is available at:
      [Link to GCP Guidance]
   b. If yes, will the investigational drugs or devices be shipped from the University to the foreign site?
      □ Yes  □ No
   c. If so, have the investigators obtained written permission from the manufacturer and obtained any
      necessary import requirements from the receiving country?  
      □ Yes  □ No

      For more information, see:
      [Link to export regulations]

5. Will any University faculty be conducting animal research overseas?  
   □ Yes  □ No

   If yes, the University Institutional Animal Care and Use Committee (IACUC) must review all animal
   subject research [Link to IACUC]
# ATTACHMENT 2 - TRANSFER OF MATERIALS

<table>
<thead>
<tr>
<th>Requesting Pitt Faculty Member Name:</th>
<th>List ALL Material being exchanged under this Agreement:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Is this for a biological material? ☐ Yes ☐ No</td>
</tr>
<tr>
<td><strong>For Materials Being sent OUT from UPITT:</strong></td>
<td><strong>For Materials Being sent from Site to UPITT:</strong></td>
</tr>
<tr>
<td>Is the Material on the federal Select Agent list?</td>
<td>University Location/Lab(s) where Material will be housed:</td>
</tr>
<tr>
<td>☐ Yes, attach applicable safety officer approval</td>
<td>Compliance:</td>
</tr>
<tr>
<td>☐ No</td>
<td>Is the Material a live animal?</td>
</tr>
<tr>
<td></td>
<td>☐ Yes, attach the applicable PITT IACUC approval letter</td>
</tr>
<tr>
<td></td>
<td>☐ No</td>
</tr>
<tr>
<td>Is the Material of direct human origin?</td>
<td>Will the Material be used in animals?</td>
</tr>
<tr>
<td>☐ Yes, attach the applicable PITT IRB/CORID letter of approval or exemption &amp; Informed Consent</td>
<td>☐ Yes, attach the applicable PITT IACUC approval letter</td>
</tr>
<tr>
<td>☐ No</td>
<td>☐ No</td>
</tr>
<tr>
<td>Was all the Material independently developed by you or under your direction at this University?</td>
<td>Is the Material of direct human origin?</td>
</tr>
<tr>
<td>☐ Yes</td>
<td>☐ Yes, attach the applicable PITT IRB/CORID letter of approval or exemption</td>
</tr>
<tr>
<td>☐ No, explain _____</td>
<td>☐ No</td>
</tr>
<tr>
<td>Does the Material incorporate or is the Material derived from materials obtained from a third party?</td>
<td>Will the Material be used in human subjects?</td>
</tr>
<tr>
<td>☐ Yes, explain _____</td>
<td>☐ Yes, attach the applicable PITT IRB letter of approval or exemption</td>
</tr>
<tr>
<td>☐ No</td>
<td>☐ No</td>
</tr>
<tr>
<td>Was any of the Material brought to this University from somewhere else?</td>
<td>Does the Material include Human stem cell lines?</td>
</tr>
</tbody>
</table>
| ☐ Yes, explain and provide applicable contacts _____ | ☐ Yes, attach PITT hSCRO registration or approval letter. Please refer to the hSCRO Committee policies found at [http://www.rcco.pitt.edu/hscro/](http://www.rcco.pitt.edu/hscro/)
| ☐ No | ☐ No |
| Is the Material under disclosure to or patented by the University Office of Technology Management (OTM)? | Does the Material involve recombinant DNA? |
| ☐ Yes ☐ No | ☐ Yes, attach appropriate PITT IBC/rDNA letter |
| Is any of the Material subject to any third party restrictions from other agreements for funding and/or materials? | ☐ No |
| ☐ Yes ☐ No | Is the Material hazardous? |
| (If yes, list all that apply, i.e., Sponsored Research Agreement, Government or Other Grant, CDA, License, MTA, Other Agreement (list Company/ies) | ☐ Yes ☐ No |
|     | Does the Material require Radiation Safety Office approval? |
|     | ☐ Yes, attach appropriate PITT RSO approval letter |
|     | ☐ No |
| Is the Material on the federal Select Agent list? | Is the Material on the federal Select Agent list? |
| ☐ No | ☐ Yes, attach applicable safety officer approval |
| Note: Shipments crossing state lines or leaving the country may require special shipping or handling permits from the USDA - [http://www.aphis.usda.gov/](http://www.aphis.usda.gov/) or CDC - [http://www.cdc.gov/od/ohs/biosfty/imprtper.htm](http://www.cdc.gov/od/ohs/biosfty/imprtper.htm) | ☐ No |
**INFORMATION FOR CONTRACTED SERVICES AGREEMENT ISSUED FROM AN 05 ACCOUNT**

- Original [ ] Amendment No.: [ ]
- INSTITUTION NO.: [ ] PROJECT NO.: [ ] DEPARTMENT NAME: [ ]
- PRIME AWARD NO.: [ ] AWARDING AGENCY: [ ] CFDA No.: [ ]
- Federal [ ] Non-Federal [ ]
- Was this CSA/PSA approved by the sponsor? Yes [ ] No [ ] (If no, follow Contracting Officer’s Authorization Process)

---

**INFORMATION FOR CONTRACTED SERVICES AGREEMENT ISSUED FROM AN 02 OR 04 ACCOUNT**

- Original [ ] Amendment No.: [ ]
- If Amendment, provide Institution (I) No.: [ ]
- Account No.: [ ]

**PROJECT TITLE:** [ ]

**AMOUNT FUNDED WITH THIS REQUEST:** $[ ] At the Rate of $[ ] per [ ]

**IF AMENDMENT, TOTAL AMOUNT ACCRUED** (including this action): $[ ]

**Period of Performance:** From: [ ] Through: [ ]

**UNIVERSITY OF PITTSBURGH CONTACT INFORMATION**

- Department Contact for Questions: [ ]
- Phone: [ ] Email: [ ]
- Responsible Faculty Member: [ ]
- Name: [ ] Address: [ ]
- Phone: [ ] Fax: [ ] Email: [ ]
- Pitt Contact for Invoices, Notices and Reports: [ ]
- Name: [ ] Address: [ ]
- Phone: [ ] Fax: [ ] Email: [ ]

**CONTACT INFORMATION FOR CONTRACTED SERVICES AGREEMENT/PURCHASED SERVICES AGREEMENT WITH AN INSTITUTION OR COMPANY**

- Institution/Company: [ ]
- Principal Investigator: [ ]
- Name: [ ] Address: [ ]
- Phone: [ ] Fax: [ ] Email: [ ]
- EIN No. [ ] DUNS No. [ ]

- Central Business Office Contact Person: [ ]
- Name: [ ] Phone: [ ] Email: [ ]
CONTACT INFORMATION FOR CONTRACTED SERVICES AGREEMENT WITH INDIVIDUAL
(Consultant Conflict of Interest Form Required)

Name: ________
Address: ________
Phone: ________
Fax: ________
Email: ________

Is Individual employed by UPMC [ ] or UPP [ ]?

PROJECT COMPLIANCE REVIEW:

Yes [ ] No [ ] Will human subject research be performed at this CSA/PSA site?

IF YES, PROVIDE UNIVERSITY OF PITTSBURGH AND CSA/PSA SITE’S IRB APPROVAL LETTER

Does the proposed CSA/PSA involve contact with minor children by contractor?

Disclosure of Individually Identifiable Health Information (HIPAA) – if de-identified data ONLY, check no

If yes, CSA/PSA site will:
   A. [ ] Have access to human subject data only
   OR
   B. [ ] Have direct contact with human subjects

Is this a multi-site clinical trial?

If yes, does this project involve an investigational device or drug? Yes [ ] No [ ]

Who will provide the device or drug? ______

Who holds the Investigational New Drug or Investigational Device Exemption (IND/IDE)? ______

If the Pitt Principal Investigator holds the IND/IDE, please consult the following web site: http://www.o3is.pitt.edu/

Will animal research be performed at this CSA/PSA site?

IF YES, PROVIDE THE FOLLOWING THREE (3) DOCUMENTS:

1. UNIVERSITY OF PITTSBURGH IACUC
2. UNIVERSITY OF PITTSBURGH IACUC CSA/PSA SITE APPROVAL LETTER
3. CSA/PSA SITE IACUC APPROVAL

Will rDNA and/or Ionizing Radiation be use at this CSA/PSA site?

IF YES, PROVIDE CSA/PSA SITE’S APPROVAL LETTER
Yes  No  Is the CSA/PSA site Foreign?
   IF YES, COMPLETE ATTACHMENT 1 and provide all documents in English

☐  ☐  Will any materials be transferred between University of Pittsburgh and the CSA/PSA site?
   Is there a current MTA in place for the materials?
      IF YES, PLEASE PROVIDE THE I# ______
      IF THERE IS NOT A CURRENT MTA, PLEASE COMPLETE ATTACHMENT 2

SUBMIT THE FOLLOWING TO THE OFFICE OF RESEARCH WITH THIS FORM:

•  Collaborator’s Scope of Work (use a separate page and attach it to this form)
   The Scope of Work should be 1 or 2 paragraphs describing in simple, non-scientific terms what research will
   be performed at the CSA/PSA site. It should NOT be the proposal’s research plan or budget justification.

All current applicable compliance documents OFFICE OF RESEARCH USE ONLY
APPROVED FOR PROCESSING BY: ___________________________ DATE: ___________________________
UBMTA MEMBER  [ ] Yes  [ ] No – Please use MTA Language # ___________________________
FFATA Reportable  [ ] Yes  [ ] No
ATTACHMENT 1 – FOREIGN RESEARCH

To be completed by department submitting the request if agreement will be sent to a foreign entity:

1. Does a travel warning exist in the foreign site’s host country?  □ Yes □ No
   Will any Pitt faculty, staff or students be traveling to this site? □ Yes □ No

2. Will any equipment be shipped to the foreign site? □ Yes □ No
   a. Does the program involve the export of any goods or otherwise covered items overseas? □ Yes □ No
      [Link](http://www.pitt.edu/~provost/memo102604.html)
   b. If so, have any necessary export permits under the Export Administration Regulations or International Trade in Arms Regulations been secured? □ Yes □ No

3. Will there be etiologic agents (including human blood or other human tissue materials) shipped from the foreign site to the United States? □ Yes □ No
   a. If yes, have the investigators obtained the necessary import permit from the Center for Disease Control? □ Yes □ No
      For more information, see [Link](http://www.cdc.gov/od/eaipp/).

4. Will investigational drugs or devices be tested by the foreign site? □ Yes □ No
   a. If yes, has the foreign site agreed to abide by the FDA Guidance on Good Clinical Practice (“GCP Guidance”), which was developed as part of the work of the International Conference on Harmonisation of Technical Requirements for Registration of Pharmaceuticals for Human Use (ICH)? □ Yes □ No
      The Guidance provides a consistent set of definitions and requirements for record-keeping, adverse event reporting and all other aspects of clinical conduct and is available at: [Link](http://www.fda.gov/ScienceResearch/SpecialTopics/RunningClinicalTrials/GuidancesInformationSheetsandNotices/ucm219433.htm)
   b. If yes, will the investigational drugs or devices be shipped from the University to the foreign site? □ Yes □ No
   c. If so, have the investigators obtained written permission from the manufacturer and obtained any necessary import requirements from the receiving country? □ Yes □ No
      For more information, see: [Link](http://www.fda.gov/InternationalPrograms/ExportsandExportCertificates/default.htm)

5. Will any University faculty be conducting animal research overseas? □ Yes □ No
   If yes, the University Institutional Animal Care and Use Committee (IACUC) must review all animal subject research [Link](http://www.iacuc.pitt.edu)
### For Materials Being sent OUT from UPITT:

- **Is the Material on the federal Select Agent list?**
  - [ ] Yes, attach applicable safety officer approval
  - [ ] No

- **Is the Material of direct human origin?**
  - [ ] Yes, attach the applicable PITT IRB/CORID letter of approval or exemption & Informed Consent
  - [ ] No

- **Was all the Material independently developed by you or under your direction at this University?**
  - [ ] Yes
  - [ ] No, explain

- **Does the Material incorporate or is the Material derived from materials obtained from a third party?**
  - [ ] Yes, explain
  - [ ] No

- **Was any of the Material brought to this University from somewhere else?**
  - [ ] Yes, explain and provide applicable contacts
  - [ ] No

- **Is the Material under disclosure to or patented by the University Office of Technology Management (OTM)?**
  - [ ] Yes
  - [ ] No

- **Is any of the Material subject to any third party restrictions from other agreements for funding and/or materials?**
  - [ ] Yes
  - [ ] No

  *(If yes, list all that apply, i.e. Sponsored Research Agreement, Government or Other Grant, CDA, License, MTA, Other Agreement (list Company/ies)*

<table>
<thead>
<tr>
<th>Compliance:</th>
</tr>
</thead>
</table>

- **Is the Material a live animal?**
  - [ ] Yes, attach the applicable PITT IACUC approval letter
  - [ ] No

- **Will the Material be used in animals?**
  - [ ] Yes, attach the applicable PITT IACUC approval letter
  - [ ] No

- **Is the Material of direct human origin?**
  - [ ] Yes, attach the applicable PITT IRB/CORID letter of approval or exemption
  - [ ] No

- **Will the Material be used in human subjects?**
  - [ ] Yes, attach the applicable PITT IRB letter of approval or exemption
  - [ ] No

- **Does the Material include Human stem cell lines?**
  - [ ] Yes, attach PITT hSCRO registration or approval letter. Please refer to the hSCRO Committee policies found at [http://www.rcco.pitt.edu/hscro/](http://www.rcco.pitt.edu/hscro/) for questions.
  - [ ] No

- **If human embryonic stem cells, are these cells on the NIH stem cell registry?**
  - [ ] Yes
  - [ ] No

- **Does the Material involve recombinant DNA?**
  - [ ] Yes, attach appropriate PITT IBC/rDNA letter
  - [ ] No

- **Is the Material hazardous?**
  - [ ] Yes
  - [ ] No

- **Does the Material require Radiation Safety Office approval?**
  - [ ] Yes, attach appropriate PITT RSO approval letter
  - [ ] No

- **Is the Material on the federal Select Agent list?**
  - [ ] Yes, attach applicable safety officer approval
  - [ ] No

*Note: Shipments crossing state lines or leaving the country may require special shipping or handling permits from the USDA - [http://www.aphis.usda.gov/](http://www.aphis.usda.gov/) or CDC - [http://www.cdc.gov/od/ohs/biosfty/imprtper.htm](http://www.cdc.gov/od/ohs/biosfty/imprtper.htm)*
Perhaps some people ignore any mention of FISMA as just one of many acronyms in government and academic shorthand. But Pitt researchers cannot ignore FISMA and its implications for their proposals and for the sustainability of their research.

The Federal Information Security Management Act protects sensitive data and information systems engaged with those sensitive data.

**Why should Pitt researchers care?**

FISMA requirements could pass from the federal government to the University when researchers hold grants or contracts with certain federal agencies, such as the National Science Foundation (NSF) or National Institutes of Health (NIH). The requirements apply to information used, created or stored as part of research projects — and to the information systems holding or shaping that data.

Pitt’s ability to provide a FISMA-compliant environment to support research projects is a distinct advantage for faculty submitting competitive funding proposals. Pitt’s FISMA environment contains a well-defined security perimeter and computing resources that support projects up to the “moderate security” category level.

That competitive edge is the positive reason for caring about FISMA and about Pitt’s ability to provide researchers with a FISMA environment for their projects.

On the cautionary side, compliance with federal law is mandatory. Failure to meet FISMA compliance requirements after an award has been accepted could lead to contract termination and revocation of funds (best case scenario) or criminal penalties (worst case scenario).

While CSSD has prepared a secure environment for hosting research projects that need FISMA infrastructures, researchers ultimately are responsible for their projects’ compliance with the federal law.

**Pitt’s FISMA environment**

Complying with FISMA requirements is not easy. A recent review of federal agencies’ compliance showed that while some agencies, such as the Nuclear Regulatory Commission, achieved scores of 99 percent, others scored below 66 percent.
The Pitt FISMA environment helps University researchers comply with the law’s requirements by providing a research computing environment developed to protect sensitive research data. CSSD followed the detailed certification and accreditation process required by federal law to establish a minimum set of security controls. Each project hosted in the FISMA environment will undergo annual audits by CSSD security, and will be subject to periodic audits by external reviewers. We now are formally and officially prepared to host research projects needing FISMA infrastructures.

All data in the Pitt FISMA environment is encrypted, and the entire environment is monitored for compliance with various security controls. The Pitt FISMA environment provides the policies, procedures and administrative support that are required in the FISMA certification process.

Because this has been done — by CSSD, as a centralized University service — individual researchers or research groups do not have to invest their own energy, effort and capital into the most stringently detailed steps of the certification process and auditing procedures.

Researchers are responsible for securing the applications involved in their projects. In consultation with CSSD, controls and policies also will need to be put in place at workstations involved in the research project.

**The NOC**

The physical environment hosting the largest portion of the Pitt FISMA environment is at the Network Operations Center (NOC), a secure 15,000 square foot facility located off-campus. In addition to managing and monitoring centralized servers for University-wide applications, the NOC also hosts servers for departments and for research computing, including high-performance computing.

Servers hosted at the NOC receive skilled on-site and round-the-clock monitoring, management and security for their services and their data.

In addition to network security, the NOC has strict controls in place to keep data safe.

**Does your proposal or award involve FISMA requirements?**

You are responsible for reviewing the language of the proposal or award for potential FISMA requirements, but the Office of Research and CSSD’s security team can help you.

You also should work with the Office of Research to review contracts coming up for renewal or modification, since existing federal research awards may have FISMA language added.

Sometimes the FISMA requirement is explicitly stated, often with wording to the effect that a System Security Plan (SSP) or, for NIH, an IT Security Plan, is required. Other times, the references are less obvious.

If you see any security language in your research award or RFP, you should contact your federal contracts officer or grants and contracts officer in the Office of Research.

If the Office of Research confirms that the security requirements apply, the first step is to reach out to CSSD’s security team by placing a help ticket online (http://technology.pitt.edu/helprequest/) or by calling the Technology Help Desk at 412/624-HELP. Ask for a “data evaluation for security purposes.”
The security team will schedule a meeting with you to begin work on a security assessment. If FISMA does apply, you will be going through a much-abbreviated form of the law’s certification and accreditation process and, working with CSSD, will draft a department-specific security plan that defines your department’s responsibilities to safeguard the data.

Costs are involved. The cost to the project will depend on a range of factors, including the current security status of the project and the number of people involved with its secure information.

**Talk to us**

Meeting FISMA regulations involves both human and technical factors. Many different FISMA-regulated research projects will take place within the broader Pitt FISMA environment, and customizing that environment to meet the specific security needs of a project involves an ongoing series of consultations between the research team and the CSSD security team.

Please contact me at sweeney2@pitt.edu with any questions about FISMA or how its requirements may apply to your research project and its data sets.

*Sean Sweeney is the University’s information security officer.*

Filed under: Also, Technology Corner, Volume 46 Issue 9
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ARTICLE C.1. STATEMENT OF WORK

a. Independently and not as an agent of the Government, the Contractor shall be required to furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government, as needed to perform the Statement of Work, dated TBD, attached hereto and made a part of this Solicitation (See SECTION J - List of Attachments).

b. Offeror(s) are required to develop their own Statement of Work based on the information provided in the Attachment titled "Research and Technical Objectives. "Offeror(s) are advised to limit the amount of proprietary data or markings in their Statement of Work. The final negotiated Statement of Work will be incorporated into the contract upon award and may be subject to release to the public. If the Statement of Work does include proprietary data or markings, offeror(s) are advised to clearly mark these portions and provide an explanation why this data/marketing is proprietary.

ARTICLE C.2. REPORTING REQUIREMENTS

All reports required herein shall be submitted in electronic format.

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 "Helpful Resources."

a. Technical Progress Reports

1. Technical Progress Reports

In addition to the required reports set forth elsewhere in this Schedule, the preparation and submission of regularly recurring Technical Progress Reports will be required in any contract resulting from this solicitation. These reports will require descriptive information about the activities undertaken during the reporting period and will require information about planned activities for future reporting periods. The frequency and specific content of these reports will be determined prior to contract award. Note: Beginning May 25, 2008, the Contractor shall include the applicable PubMed Central or NIH Manuscript Submission reference number when citing publications that arise from its NIH funded research.

For proposal preparation purposes only, it is estimated that in addition to the required electronic versions of these reports will be required as follows:

[ ] Monthly
[X] Quarterly
[ ] Semi-Annually
[X] Annually
[ ] Annually (with a requirement for a Draft Annual Report)
[ ] Final - Upon final completion of the contract
[X] Final - Upon final completion of the contract (with a requirement for a Draft Final Report)

The Contractor shall provide the Contracting Officer with an electronic copy of the Final Report in draft form in accordance with DELIVERIES Article in SECTION F of this contract, 90 calendar day
sprior to the completion date of this contract. The Contracting Officer Representative will review the draft report and provide the Contracting Officer with comments within 30 calendar days after receipt. The Final Report shall be corrective by the Contractor, if necessary, and the final version delivered as specified in the above paragraph.

2. Summary of Salient Results

The Contractor will be required to prepare and submit, with the final report, a summary (not to exceed 250 words) of salient results achieved during the performance of the contract. This report will be required on or before the expiration date of the contract.

3. 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 for each study being performed under this contract. The Contractor shall submit this information in the format indicated in the attachment entitled, "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.

The Contractor shall submit the report in accordance with the DELIVERIES Article in SECTION F of this contract.

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:


Include a description of the plans to conduct analyses, as appropriate, by sex/gender and/or racial/ethnic groups in the clinical trial protocol as approved by the IRB, and provide a description of the progress in the conduct of these analyses, 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 and race/ethnicity.

4. Report 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 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/Select%20Agents%20and%20Toxins%20Restricted%20Experiments.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 effect shall be included in each Quarterly 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 effect shall be included in each Quarterly Progress Report.

b. Other Reports/Deliverables

1. 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.

2. Information Security and Physical Access Reporting Requirements

The Contractor shall submit the following reports as required by the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract. Note: Each report listed below includes a reference to the appropriate subparagraph of this article.

a. Roster of Employees Requiring Suitability Investigations

The Contractor shall submit a roster, by name, position, e-mail address, phone number and responsibility, of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access, or host and/or maintain a Federal information system(s). The roster shall be submitted to the Contracting Officer's Representative (COR), with a copy to the Contracting Officer, within 14 calendar days of the effective date of the contract. (Reference subparagraph A.e. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

b. IT Security Plan (IT-SP)

In accordance with HHSAR Clause 352.239-72, Security Requirements For Federal Information Technology Resources, the contractor shall submit the IT-SP within thirty (30) days after contract award. The IT-SP shall be consistent with, and further detail
the approach to, IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The IT-SP shall describe the processes and procedures that the Contractor will follow to ensure appropriate security of IT resources that are developed, processed, or used under this contract. If the IT-SP only applies to a portion of the contract, the Contractor shall specify those parts of the contract to which the IT-SP applies.

The Contractor shall review and update the IT-SP in accordance with NIST SP 800-53A, Guide for Assessing the Security Controls in Federal Information Systems and Organizations, on an annual basis.

(Reference subparagraph D.c.1. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

c. **IT Risk Assessment (IT-RA)**

In accordance with HHSAR Clause 352.239-72, Security Requirements For Federal Information Technology Resources, the contractor shall submit the IT-RA within thirty (30) days after contract award. The IT-RA shall be consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions or augmentations described in the HHS-OCIO Information Systems Security and Privacy Policy.

The Contractor shall update the IT-RA on an annual basis.

(Reference subparagraph D.c.2. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

d. **FIPS 199 Assessment**

In accordance with HHSAR Clause 352.239-72, Security Requirements For Federal Information Technology Resources, the Contractor shall submit a FIPS 199 Assessment within thirty (30) days after contract award. The FIPS 199 Assessment shall be consistent with the cited NIST standard.

(Reference subparagraph D.c.3. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECITON H of this contract.)

e. **IT Security Certification and Accreditation (IT-SC&A)**

In accordance with HHSAR Clause 352.239-72, Security Requirements For Federal Information Technology Resources, the Contractor shall submit written proof to the Contracting Officer that an IT-SC&A was performed within three (3) months after contract award.

The Contractor shall perform an annual security control assessment and provide to the Contracting Officer verification that the IT-SC&A remains valid.

(Reference subparagraph D.c.4. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

f. **Reporting of New and Departing Employees**
The Contractor shall notify the Contracting Officer's Representative (COR) and Contracting Officer within five working days of staffing changes for positions that require suitability determinations as follows:

a. **New Employees who have or will have access to HHS information systems or data:** Provide the name, position title, e-mail address, and phone number of the new employee. Provide the name, position title and suitability level held by the former incumbent. If the employee is filling a new position, provide a description of the position and the Government will determine the appropriate security level.

b. **Departing Employees:** 1) Provide the name, position title, and security clearance level held by or pending for the individual; and 2) Perform and document the actions identified in the "Employee Separation Checklist", attached in Section J, ATTACHMENTS of this contract, when a Contractor/Subcontractor employee terminates work under this contract. All documentation shall be made available to the COR and/or Contracting Officer upon request.

(Reference subparagraph E.2.a-c. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

g. **Contractor - Employee Non-Disclosure Agreement(s)** The contractor shall complete and submit a signed and witnessed "Commitment to Protect Non-Public Information - Contractor Agreement" form for each contractor and subcontractor employee who may have access to non-public Department information under this contract. This form is located at: https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Nondisclosure.pdf.

(Reference subparagraph E.3.d. of the INFORMATION AND PHYSICAL ACCESS SECURITY Article in SECTION H of this contract.)

3. **Section 508 Annual Report**

The contractor shall submit an annual Section 508 report in accordance with the schedule set forth in the ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY Article in SECTION H of this contract. The Section 508 Report Template and Instructions for completing the report are available at: http://www.hhs.gov/od under "Vendor Information and Documents."

4. **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.

**ARTICLE C.3. INVENTION REPORTING REQUIREMENT**

All reports and documentation required by FAR Clause 52.227-11, Patent Rights-Ownership by the Contractor 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.
ARTICLE H.8. RESTRICTION ON ABORTIONS

The Contractor shall not use contract funds for any abortion.

ARTICLE H.9. CONTINUED BAN ON FUNDING OF HUMAN EMBRYO RESEARCH

The Contractor shall not use contract funds for (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 or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and Section 488(b) of the Public Health Service Act (42 U.S.C. 289g(b)). The term "human embryo or embryos" includes any organism, not protected as a human subject under 45 CFR 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 or human diploid cells.

Additionally, in accordance with a March 4, 1997 Presidential Memorandum, Federal funds may not be used for cloning of human beings.

ARTICLE H.10. DISSEMINATION OF FALSE OR DELIBERATELY MISLEADING INFORMATION

The Contractor shall not use contract funds to disseminate information that is deliberately false or misleading.

ARTICLE H.11. PRIVACY ACT, HHSAR 352.224-70 (January 2006)

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 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.

(End of clause)

45 CFR Part 5b contains additional information which includes the rules of conduct and other Privacy Act requirements and can be found at: http://www.access.gpo.gov/nara/cfr/waisidx_06/45cfr5b_06.html.

The Privacy Act System of Records applicable to this project is Number [redacted]. This document is incorporated into this contract as an Attachment in SECTION J of this contract. This document is also available at: http://oma.od.nih.gov/ms/privacy/pa-files/read02systems.htm.

ARTICLE H.12. CARE OF LIVE VERTEBRATE ANIMALS, HHSAR 352.270-5(b) (October 2009)

a. Before undertaking performance of any contract involving animal-related activities where the species is regulated by 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 sections 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 Sections 2.1-2.11, or from a source that is exempt from licensing under those sections.
ARTICLE H.16. OPTION PROVISION

Unless the Government exercises its option pursuant to the Option Clause set forth in ARTICLE I.3., 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 52.217-9, Option to Extend the Term of the Contract set forth in ARTICLE I.3. 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 estimated cost [plus fixed fee] of the contract will be increased as set forth in the ESTIMATED COST [PLUS FIXED FEE] Article in SECTION B of this contract.

ARTICLE H.17. SUBCONTRACTING PROVISIONS

a. Small Business Subcontracting Plan

1. The Small Business Subcontracting Plan, dated TO BE DETERMINED 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 shall be included as a contact for notification purposes at the following e-mail address:

TO BE PROVIDED UPON AWARD
Contracting Officer

****** ARTICLE H.18. INFORMATION AND PHYSICAL ACCESS SECURITY

A. HHS-Controlled Facilities and Information Systems Security

a. To perform the work specified herein, Contractor personnel are expected to have routine (1) physical access to an HHS-controlled facility; (2) physical access to an HHS-controlled information system; (3) access to sensitive HHS data or information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).
b. To gain routine physical access to an HHS-controlled information system, and/or access to sensitive data or information, the Contractor and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; Office of Management and Budget Memorandum (M-05-24); and Federal Information Processing Standards Publication (FIPS PUB) Number 201; and with the personal identity verification and investigations procedures contained in the following documents:


c. Position Sensitivity Levels:

This contract will entail the following position sensitivity levels:

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

[X] **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).

d. The personnel investigation procedures for Contractor personnel require that the Contractor prepare and submit background check/investigation forms based on the type of investigation required. The minimum Government investigation for a non-sensitive position is a National Agency Check and Inquiries (NACI) with fingerprinting. More restricted positions - i.e., those above non-sensitive, require more extensive documentation and investigation.

The Contractor shall submit a roster, by name, position, e-mail address, phone number and responsibility, of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access and/or maintain a Federal Information System(s). The roster shall be submitted to the Contracting Officer's Representative (COR), with a copy to the Contracting Officer, within 14 calendar days after the effective date of the contract. The Contracting Officer shall notify the Contractor of the appropriate level of suitability investigations to be performed. 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.

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.

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.

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.
e. 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.

f. 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 than the cost of the additional investigation(s).

g. 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).

h. The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer or designee.

i. 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.

B. Security Requirements For Federal Information Technology Resources, HHSAR 352.239-72, (January 2010)

a. Applicability. This clause applies whether the entire contract or order (hereafter "contract"), or portion thereof, includes information technology resources or services in which the Contractor has physical or logical (electronic) access to, or operates a Department of Health and Human Services (HHS) system containing information that directly supports HHS' mission. The term "information technology (IT)", as used in this clause, 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. This clause does not apply to national security systems as defined in FISMA.

b. Contractor responsibilities. The Contractor is responsible for the following:

1. Protecting Federal information and Federal information systems in order to ensure their -

   a. Integrity, which means guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity;

   b. Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and

   c. Availability, which means ensuring timely and reliable access to and use of information.

2. Providing security of any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor, regardless of location, on behalf of HHS.
3. Adopting, and implementing, at a minimum, the policies, procedures, controls and standards of the HHS Information Security Program to ensure the integrity, confidentiality, and availability of Federal information and Federal information systems for which the Contractor is responsible under this contract or to which it may otherwise have access under this contract. The HHS Information Security Program is outlined in the HHS Information Security Program Policy, which is available on the HHS Office of the Chief Information Officer’s (OCIO) Web site.

c. Contractor security deliverables. In accordance with the timeframes specified, the Contractor shall prepare and submit the following security documents to the Contracting Officer for review, comment, and acceptance:

1. IT Security Plan (IT-SP) - due within 30 days after contract award. The IT-SP shall be consistent with, and further detail the approach to, IT security contained in the Contractor’s bid or proposal that resulted in the award of this contract. The IT-SP shall describe the processes and procedures that the Contractor will follow to ensure appropriate security of IT resources that are developed, processed, or used under this contract. If the IT-SP only applies to a portion of the contract, the Contractor shall specify those parts of the contract to which the IT-SP applies.

   a. The Contractor’s IT-SP shall comply with applicable Federal laws that include, but are not limited to, the Federal Information Security Management Act (FISMA) of 2002 (Title III of the E-Government Act of 2002, Public Law 107-347), and the following Federal and HHS policies and procedures:


      ii. National Institutes of Standards and Technology (NIST) Special Public Publication (SP) 800-18, Guide for Developing Security Plans for Information Systems, in form and content, and with any pertinent contract Statement of Work/Performance Work Statement (SOW/PWS) requirements. The IT-SP shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standard (FIPS) 200, Recommend Security Controls for Federal Information Systems. The Contractor shall review and update the IT-SP in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems and FIPS 200, on an annual basis.

      iii. HHS-OCIO Information Systems Security and Privacy Policy.

2. IT Risk Assessment (IT-RA) - due within 30 days after contract award. The IT-RA shall be consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions or augmentations described in the HHS-OCIO Information Systems Security and Privacy Policy. After resolution of any comments provided by the Government on the draft IT-RA, the Contracting Officer shall accept the IT-RA and incorporate the Contractor’s final version into the contract for Contractor implementation and maintenance. The Contractor shall update the IT-RA on an annual basis.

3. FIPS 199 Standards for Security Categorization of Federal Information and Information Systems Assessment (FIPS 199 Assessment) - due within 30 days after contract award. The FIPS 199 Assessment shall be consistent with the cited NIST standard. After resolution of any comments by the Government on the draft FIPS 199 Assessment, the Contracting Officer shall accept the FIPS 199 Assessment and incorporate the Contractor’s final version into the contract.

4. IT Security Certification and Accreditation (IT-SC&A) - due within 3 months after contract award. The Contractor shall submit written proof to the Contracting Officer that an IT-SC&A was performed for applicable information systems - see paragraph (a) of this clause. The Contractor shall perform the IT-SC&A in accordance with the HHS Chief Information Security Officer’s Certification and Accreditation Checklist; NIST SP 800-37, Guide for the Security, Certification and Accreditation of Federal Information Systems; and NIST 800-53, Recommended Security Controls for Federal
Information Systems. An authorized senior management official shall sign the draft IT-SC&A and provided it to the Contracting Officer for review, comment, and acceptance.

a. After resolution of any comments provided by the Government on the draft IT SC&A, the Contracting Officer shall accept the IT-SC&A and incorporate the Contractor's final version into the contract as a compliance requirement.

b. The Contractor shall also perform an annual security control assessment and provide to the Contracting Officer verification that the IT-SC&A remains valid. Evidence of a valid system accreditation includes written results of:
   i. Annual testing of the system contingency plan; and
   ii. The performance of security control testing and evaluation.

d. **Personal Identity verification.** The Contractor shall identify its employees with access to systems operated by the Contractor for HHS or connected to HHS systems and networks. The Contracting Officer's Representative (COR) shall identify, for those identified employees, position sensitivity levels that are commensurate with the responsibilities and risks associated with their assigned positions. The Contractor shall comply with the HSPD-12 requirements contained in "HHS-Controlled Facilities and Information Systems Security" requirements specified in the SOW/PWS of this contract.

e. **Contractor and subcontractor employee training.** The Contractor shall ensure that its employees, and those of its subcontractors, performing under this contract complete HHS-furnished initial and refresher security and privacy education and awareness training before being granted access to systems operated by the Contractor on behalf of HHS or access to HHS systems and networks. The Contractor shall provide documentation to the COR evidencing that Contractor employees have completed the required training.

f. **Government access for IT inspection.** The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of this contract to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the integrity, confidentiality, and availability, of HHS data or to the protection of information systems operated on behalf of HHS.

g. **Subcontracts.** The Contractor shall incorporate the substance of this clause in all subcontracts that require protection of Federal information and Federal information systems as described in paragraph (a) of this clause, including those subcontracts that -
   a. Have physical or electronic access to HHS' computer systems, networks, or IT infrastructure; or
   b. Use information systems to generate, store, process, or exchange data with HHS or on behalf of HHS, regardless of whether the data resides on a HHS or the Contractor's information system.

h. **Contractor employment notice.** The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment (or is no longer assigned to the HHS project under this contract), if that employee has, or had, access to HHS information systems or data.

i. **Document information.** The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

j. **Contractor responsibilities upon physical completion of the contract.** The Contractor shall return all HHS information and IT resources provided to the Contractor during contract performance and certify that all HHS information has been purged from Contractor-owned systems used in contract performance.

k. **Failure to comply.** Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause shall be grounds for the Contracting Officer to terminate this contract.

(End of Clause)
C. Additional NIH Requirements

1. SECURITY CATEGORIZATION OF FEDERAL INFORMATION AND INFORMATION SYSTEMS (FIPS 199 Assessment)

   a. Information Type:

      [ ] Administrative, Management and Support Information:

      [X] Mission Based Information:

   b. Security Categories and Levels:

      Confidentiality Level:  [X] Low  [ ] Moderate  [ ] High
      Integrity Level:        [ ] Low  [X] Moderate  [ ] High
      Availability Level:    [X] Low  [ ] Moderate  [ ] High

      Overall Level:         [ ] Low  [X] Moderate  [ ] High

   c. In accordance with HHSAR Clause 352.239-72, the contractor shall submit a FIPS 199 Assessment within 30 days after contract award. Any differences between the contractor's assessment and the information contained herein, will be resolved, and if required, the contract will be modified to incorporate the final FIPS 199 Assessment.

2. INFORMATION SECURITY TRAINING

   In addition to any training covered under paragraph (e) of HHSAR 352.239-72, the contractor shall comply with the below training:

   a. Mandatory Training

      i. All Contractor employees having access to (1) Federal information or a Federal information system or (2) sensitive data/information as defined at HHSAR 304.1300(a)(4), shall complete the NIH Computer Security Awareness Training course at http://itisectraining.nih.gov/ before performing any work under this contract. Thereafter, Contractor employees having access to the information identified above shall complete an annual NIH-specified refresher course during the life of this contract. The Contractor shall also ensure subcontractor compliance with this training requirement.

      ii. The Contractor shall maintain a listing by name and title of each Contractor/Subcontractor employee working on this contract and having access of the kind in paragraph 1.a(1) above, who has completed the NIH required training. Any additional security training completed by the Contractor/Subcontractor staff shall be included on this listing. The list shall be provided to the COR and/or Contracting Officer upon request.

   b. Role-based Training
HHS requires role-based training when responsibilities associated with a given role or position, could, upon execution, have the potential to adversely impact the security posture of one or more HHS systems. Read further guidance at Secure One HHS Memorandum on Role-Based Training Requirement.

For additional information see the following: http://ocio.nih.gov/security/security-communicating.htm#RoleBased.

The Contractor shall maintain a list of all information security training completed by each contractor/subcontractor employee working under this contract. The list shall be provided to the COR and/or Contracting Officer upon request.

c. Rules of Behavior

The Contractor shall ensure that all employees, including subcontractor employees, comply with the NIH Information Technology General Rules of Behavior (http://ocio.nih.gov/security/nihitrobs.html), which are contained in the NIH Information Security Awareness Training Course http://irtsecntraining.nih.gov.

3. PERSONNEL SECURITY RESPONSIBILITIES

In addition to any personnel security responsibilities covered under HHSAR 352.239-72, the contractor shall comply with the below personnel security responsibilities:

a. In accordance with Paragraph (h) of HHSAR 352.239-72, the Contractor shall notify the Contracting officer and the COR within five working days before a new employee assumes a position that requires access to HHS information systems or data, or when an employee with such access stops working on this contract. The Government will initiate a background investigation on new employees assuming a position that requires access to HHS information systems or data, and will stop pending background investigations for employees that no longer work under the contract or no longer have such access.

b. New contractor employees who have or will have access to HHS information systems or data: The Contractor shall provide the COR with the name, position title, e-mail address, and phone number of all new contract employees working under the contract and provide the name, position title and position sensitivity level held by the former incumbent. If an employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate position sensitivity level.

c. Departing contractor employees: The Contractor shall provide the COR with the name, position title, and position sensitivity level held by or pending for departing employees. The Contractor shall perform and document the actions identified in the Contractor Employee Separation Checklist (https://ocio.nih.gov/aboutus/publicinfosecurity/acquisition/Documents/Emp-sep-checklist.pdf) when a Contractor/subcontractor employee terminates work under this contract. All documentation shall be made available to the COR upon request.

d. Commitment to Protect Non-Public Departmental Information and Data.

The Contractor, and any subcontractors performing under this contract, shall not release, publish, or disclose non-public Departmental information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of such information:

- 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
- Public Law 96-511 (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](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.

4. LOSS AND/OR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION (PII) - NOTIFICATION OF DATA BREACH

The Contractor shall report all suspected or confirmed incidents involving the loss and/or disclosure of PII in electronic or physical form. Notification shall be made to the NIH Incident Response Team (IRT) via email (IRT@mail.nih.gov) within one hour of discovering the incident. The Contractor shall follow up with IRT by completing and submitting one of the applicable two forms below within three (3) work days of incident discovery:

NIH Lost or Stolen Assets Report at: [http://ocio.nih.gov/docs/public/Lost_or_Stolen.doc](http://ocio.nih.gov/docs/public/Lost_or_Stolen.doc)

ARTICLE H.19. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY, HHSAR 352.239-73(b) (January 2010)

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) products and services developed, acquired, maintained, or used under this contract/order must comply with the "Electronic and Information Technology Accessibility Provisions" 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 provisions is available at [http://www.section508.gov/](http://www.section508.gov/). The complete text of Section 508 Final provisions can be accessed at [http://www.access-board.gov/sec508/standards.htm](http://www.access-board.gov/sec508/standards.htm).

b. The Section 508 standards applicable to this contract/order are identified in the Statement of Work. The contractor must provide a written Section 508 conformance certification due at the end of each contract/order exceeding $100,000 when the contract/order duration is one year or less. If it is determined by the Government that EIT products and services provided by the Contractor do not conform to the described accessibility standards in the Product Assessment Template, remediation of the products or services to the level of conformance specified in the Contractor's Product Assessment Template will be the responsibility of the Contractor at its own expense.

c. In the event of a modification(s) to this contract/order, which adds new EIT products or services or revises the type of, or specifications for, products or services the Contractor is to provide, including EIT deliverables such as electronic documents and reports, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template to assist the Government in determining that the EIT products or services support Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found on the HHS Web site ([http://www.hhs.gov/web/508/contracting/technology/vendors.html](http://www.hhs.gov/web/508/contracting/technology/vendors.html)).

[(End of HHSAR 352.239-73(b)]

- 32 -
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1. GENERAL INFORMATION

a. 1. GENERAL INFORMATION

   a) INSTRUCTIONS TO OFFERORS

      a. DEFINITION [FAR 2.101]

      "Broad agency announcement" means a general announcement of an agency's research interest including criteria for selecting proposals and soliciting the participation of all offerors capable of satisfying the Government's needs (see 6.102(d)(2)).

   b. USE OF COMPETITIVE PROCEDURES (FAR 6.102)

      The competitive procedures available for use in fulfilling the requirement for full and open competition are as follows:

      (a) Sealed bids. (See 6.401(a).)

      (b) Competitive proposals. (See 6.401(b).) If sealed bids are not appropriate under paragraph (a) of this section, contracting officers shall request competitive proposals or use the other competitive procedures under paragraph (c) or (d) of this section.

      (c) Combination of competitive procedures. If sealed bids are not appropriate, contracting officers may use any combination of competitive procedures (e.g., two-step sealed bidding).

      (d) Other competitive procedures.

      (1) Selection of sources for architect-engineer contracts in accordance with the provisions of 40 U.S.C. 1102 et seq. is a competitive procedure (see Subpart 36.6 for procedures).

      (2) Competitive selection of basic and applied research and that part of development not related to the development of a specific system or hardware procurement is a competitive procedure if award results from-

         (i) A broad agency announcement that is general in nature identifying areas of research interest, including criteria for selecting proposals, and soliciting the participation of all offerors capable of satisfying the Government's needs; and

         (ii) A peer or scientific review.

      (3) Use of multiple award schedules issued under the procedures established by the Administrator of General Services consistent with the requirement of 41 U.S.C. 259(b)(3)

      (A) for the multiple award schedule program of the General Services Administration is a competitive procedure

   c. BROAD AGENCY ANNOUNCEMENT [FAR Provision 35.016]

      (a) General. This paragraph prescribes procedures for the use of the broad agency announcement (BAA) with Peer or Scientific Review (see 6.102(d)(2)) for the acquisition of basic and applied research and that part of development not related to the development of a specific system or hardware procurement. BAA's may be used by agencies to fulfill their requirements for scientific
salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

5. **Alternate Proposals**

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this BAA, shall be clearly identified.

6. **Evaluation of Proposals**

The Government will evaluate proposals in accordance with the factors set forth in PART IV, SECTION M of this BAA.

7. **Potential Award Without Discussions**

The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

8. **Use of the Metric System of Measurement**

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurements, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies.

The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement. The following definitions are provided for your information:

**Hard Metric** - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

**Soft Metric** - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

**Dual Systems** - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

9. **Privacy Act - Treatment of Proposal Information**

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this SOLICITATION pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.
Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- to the cognizant audit agency and the Government Accountability Office for auditing.
- to the Department of Justice as required for litigation.
- to respond to congressional inquiries.
- to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

10. Selection of Offerors

a. The acceptability of the [scientific and] technical portion of each [research] contract proposal will be evaluated by a technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation factors of the BAA, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.

b. The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.

c. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror’s past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

d. If the Government intends to conduct discussions prior to awarding a contract -

1. Communications will be held with offerors whose past performance information is the determining factor preventing them from being placed within the order of merit. Such communications shall address adverse past performance information to which an offeror has not had a prior opportunity to respond. Also, communications may be held with any other offerors whose exclusion from, or inclusion in, the order of merit is uncertain.

Such communications shall not be used to cure proposal deficiencies or omissions that alter the technical or cost elements of the proposal, and/or otherwise revise the proposal, but may be considered in rating proposals for the purpose of establishing the competitive range.

2. The Contracting Officer will, in concert with program staff, decide which offerors will be invited to enter into discussions/negotiations. NIAID will conduct discussions with offerors selected from the Order of Merit Ranking. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, and contractual terms terms and conditions.
One copy of the offeror's (and any proposed subcontractor's) written travel policy shall be included in the business proposal (original only). If an offeror (or any proposed subcontractor) does not have a written travel policy, the offeror shall so state.

16. **Information and Physical Access Security** is applicable to this solicitation and the following information is provided to assist in proposal preparation.

**IMPORTANT NOTE TO OFFERORS:** The following information shall be addressed in a separate section of the Business Proposal, entitled, "Information Security."

The Homeland Security Presidential Directive (HSPD)-12 and the Federal Information Security Management Act of 2002 (P.L. 107-347) (FISMA) requires each agency to develop, document, and implement an agency-wide information security program to safeguard information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor (including subcontractor), or other source.

**A. HHS-Controlled Facilities and Information Systems Security**

a. To perform the work specified herein, Contractor personnel are expected to have routine (1) physical access to an HHS-controlled facility; (2) physical access to an HHS-controlled information system; (3) access to sensitive HHS data or information, whether in an HHS-controlled information system or in hard copy; or (4) any combination of circumstances (1) through (3).

b. To gain routine physical access to an HHS-controlled information system, and/or access to sensitive data or information, the Contractor and its employees shall comply with Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors; Office of Management and Budget Memorandum (M-05-24); and Federal Information Processing Standards Publication (FIPS PUB) Number 201; and with the personal identity verification and investigations procedures contained in the following documents:


c. Position Sensitivity Levels:

This contract will entail the following position sensitivity levels:

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

[X] **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).

d. The personnel investigation procedures for Contractor personnel require that (upon award) the Contractor prepare and submit background check/investigation forms based on the type of investigation required. The minimum Government investigation for a non-sensitive position is a National Agency Check and Inquiries (NACI) with fingerprinting. More restricted positions - i.e., those above non-sensitive, require more extensive documentation and investigation.

As part of its proposal, and if the anticipated position sensitivity levels are specified in paragraph (d) above, the Offeror shall notify the Contracting Officer of (1) its proposed personnel who will be subject to a background check/investigation and (2) whether any of its proposed personnel who will work under the contract have previously been the subject of national agency checks or background investigations.

Upon award, the Contractor shall submit a roster, by name, position, e-mail address, phone number and responsibility, of all staff (including subcontractor staff) working under the contract who will develop, have the ability to access and/or maintain a Federal Information System(s). The roster shall be submitted to the Contracting Officer's Representative (COR), with a copy to the Contracting Officer, within 14 calendar days after the effective date of the contract. The Contracting Officer shall notify the Contractor of the appropriate level of suitability investigations to be performed. An electronic template, "Roster of Employees Requiring Suitability Investigations," is available for contractor use at: http://ocio.nih.gov/docs/public/Suitability-roster.xls.

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.

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.

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.

e. 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 52.248-14. Accordingly, the Contractor shall ensure that any additional employees whose names it submits for work under this contract have a reasonable chance for approval.

f. 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 than the cost of the additional investigation(s). Accordingly, if position sensitivity levels are specified in paragraph (d) above, the Offeror shall ensure that the employees it proposes for work under this contract/order have a reasonable chance for approval.

g. 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).
h. The Contractor shall direct inquiries, including requests for forms and assistance, to the Contracting Officer.

i. 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.

B. Security Requirements For Federal Information Technology Resources, HHSAR 352.239-72, (January 2010)

a. Applicability. This clause applies whether the entire contract or order (hereafter "contract"), or portion thereof, includes information technology resources or services in which the Contractor has physical or logical (electronic) access to, or operates a Department of Health and Human Services (HHS) system containing, information that directly supports HHS' mission. The term "information technology (IT)" , as used in this clause, 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. This clause does not apply to national security systems as defined in FISMA.

b. Contractor responsibilities. The Contractor is responsible for the following:

1. Protecting Federal information and Federal information systems in order to ensure their -

a. Integrity, which means guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity;

b. Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and

c. Availability, which means ensuring timely and reliable access to and use of information.

2. Providing security of any Contractor systems, and information contained therein, connected to an HHS network or operated by the Contractor, regardless of location, on behalf of HHS.

3. Adopting, and implementing, at a minimum, the policies, procedures, controls and standards of the HHS Information Security Program to ensure the integrity, confidentiality, and availability of Federal information and Federal information systems for which the Contractor is responsible under this contract or to which it may otherwise have access under this contract. The HHS Information Security Program is outlined in the HHS Information Security Program Policy, which is available on the HHS Office of the Chief Information Officer's (OCIO) Web site.

c. Contractor security deliverables. In accordance with the timeframes specified, the Contractor shall prepare and submit the following security documents to the Contracting Officer for review, comment, and acceptance:

1. IT Security Plan (IT-SP) - due within 30 days after contract award. The IT-SP shall be consistent with, and further detail the approach to, IT security contained in the Contractor's bid or proposal that resulted in the award of this contract. The IT-SP shall describe the processes and procedures that the Contractor will follow to ensure appropriate security of IT resources that are developed, processed, or used under this contract. If the IT-SP only
applies to a portion of the contract, the Contractor shall specify those parts of the contract to which the IT-SP applies.

a. The Contractor’s IT-SP shall comply with applicable Federal laws that include, but are not limited to, the Federal Information Security Management Act (FISMA) of 2002 (Title III of the E-Government Act of 2002, Public Law 107-347), and the following Federal and HHS policies and procedures:


ii. National Institutes of Standards and Technology (NIST) Special Publication (SP) 800-18, Guide for Developing Security Plans for Information Systems, in form and content, and with any pertinent contract Statement of Work/Performance Work Statement (SOW/ PWS) requirements. The IT-SP shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standard (FIPS) 200, Recommend Security Controls for Federal Information Systems. The Contractor shall review and update the IT-SP in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems and FIPS 200, on an annual basis.

iii. HHS-OCIO Information Systems Security and Privacy Policy.

2. IT Risk Assessment (IT-RA) - due within 30 days after contract award.

The IT-RA shall be consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions or augmentations described in the HHS-OCIO Information Systems Security and Privacy Policy. After resolution of any comments provided by the Government on the draft IT-RA, the Contracting Officer shall accept the IT-RA and incorporate the Contractor’s final version into the contract for Contractor implementation and maintenance. The Contractor shall update the IT-RA on an annual basis.

3. FIPS 199 Standards for Security Categorization of Federal Information and Information Systems Assessment (FIPS 199 Assessment) - due within 30 days after contract award. The FIPS 199 Assessment shall be consistent with the cited NIST standard. After resolution of any comments by the Government on the draft FIPS 199 Assessment, the Contracting Officer shall accept the FIPS 199 Assessment and incorporate the Contractor’s final version into the contract.

4. IT Security Certification and Accreditation (IT-SC&A) - due within 3 months after contract award. The Contractor shall submit written proof to the Contracting Officer that an IT-SC&A was performed for applicable information systems - see paragraph (a) of this clause. The Contractor shall perform the IT-SC&A in accordance with the HHS Chief Information Security Officer’s Certification and Accreditation Checklist; NIST SP 800-37, Guide for the Security, Certification and Accreditation of Federal Information Systems; and NIST 800-53, Recommended Security Controls for Federal Information Systems. An authorized senior management official shall sign the draft IT-SC&A and provided it to the Contracting Officer for review, comment, and acceptance.

a. After resolution of any comments provided by the Government on the draft IT SC&A, the Contracting Officer shall accept the IT-SC&A and incorporate the Contractor’s final version into the contract as a compliance requirement.

b. The Contractor shall also perform an annual security control assessment and provide to the Contracting Officer verification that the IT-SC&A remains valid. Evidence of a valid system accreditation includes written results of:

i. Annual testing of the system contingency plan; and
ii. The performance of security control testing and evaluation.

d. **Personal identity verification.** The Contractor shall identify its employees with access to systems operated by the Contractor for HHS or connected to HHS systems and networks. The Contracting Officer's Representative (COR) shall identify, for those identified employees, position sensitivity levels that are commensurate with the responsibilities and risks associated with their assigned positions. The Contractor shall comply with the HSPD-12 requirements contained in "HHS-Controlled Facilities and Information Systems Security" requirements specified in the SOW/PWS of this contract.

e. **Contractor and subcontractor employee training.** The Contractor shall ensure that its employees, and those of its subcontractors, performing under this contract complete HHS-furnished initial and refresher security and privacy education and awareness training before being granted access to systems operated by the Contractor on behalf of HHS or access to HHS systems and networks. The Contractor shall provide documentation to the COR evidencing that Contractor employees have completed the required training.

f. **Government access for IT inspection.** The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of this contract to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation, and audit to safeguard against threats and hazards to the integrity, confidentiality, and availability, of HHS data or to the protection of information systems operated on behalf of HHS.

g. **Subcontracts.** The Contractor shall incorporate the substance of this clause in all subcontracts that require protection of Federal information and Federal information systems as described in paragraph (a) of this clause, including those subcontracts that:

   a. Have physical or electronic access to HHS' computer systems, networks, or IT infrastructure; or
   b. Use information systems to generate, store, process, or exchange data with HHS or on behalf of HHS, regardless of whether the data resides on a HHS or the Contractor's information system.

h. **Contractor employment notice.** The Contractor shall immediately notify the Contracting Officer when an employee either begins or terminates employment (or is no longer assigned to the HHS project under this contract), if that employee has, or had, access to HHS information systems or data.

i. **Document information.** The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

j. **Contractor responsibilities upon physical completion of the contract.** The Contractor shall return all HHS information and IT resources provided to the Contractor during contract performance and certify that all HHS information has been purged from Contractor-owned systems used in contract performance.

k. **Failure to comply.** Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause shall be grounds for the Contracting Officer to terminate this contract.

(End of Clause)

**Note:** The NIST Special Publication SP-800-26 cited in subparagraph c.1.a.(ii) of this clause has been superseded by NIST SP 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems and Organizations" for use for the assessment of security control effectiveness. See http://csrc.nist.gov/publications/PubsSPs.html to access NIST Special Publications (800 Series).
C. Additional NIH Requirements

1. SECURITY CATEGORIZATION OF FEDERAL INFORMATION AND INFORMATION SYSTEMS (FIPS 199 Assessment)

   a. Information Type:

      [ ] Administrative, Management and Support Information

      [X] Mission Based Information

   b. Security Categories and Levels:

      Confidentiality Level: [X] Low [ ] Moderate [ ] High

      Integrity Level: [ ] Low [X] Moderate [ ] High

      Availability Level: [X] Low [ ] Moderate [ ] High

      Overall Level: [ ] Low [X] Moderate [ ] High

   c. In accordance with HHSAR Clause 352.239-72, the contractor shall submit a FIPS 199 Assessment within 30 days after contract award. Any differences between the contractor’s assessment and the information contained herein, will be resolved, and if required, the contract will be modified to incorporate the final FIPS 199 Assessment.

2. INFORMATION SECURITY TRAINING

   In addition to any training covered under paragraph (e) of HHSAR 352.239-72, the contractor shall comply with the training:

   a. Mandatory Training

      i. All Contractor employees having access to (1) Federal information or a Federal information system or (2) sensitive data/information as defined at HHSAR 304.1300(a)(4), shall complete the NIH Computer Security Awareness Training course at http://risectraining.nih.gov/ before performing any work under this contract. Thereafter, Contractor employees having access to the information identified above shall complete an annual NIH-specified refresher course during the life of this contract. The Contractor shall also ensure subcontractor compliance with this training requirement.

      ii. The Contractor shall maintain a listing by name and title of each Contractor/Subcontractor employee working on this contract and having access of the kind in paragraph 1.a(1) above, who has completed the NIH required training. Any additional security training completed by the Contractor/Subcontractor shall be included on this listing. The list shall be provided to the COR and/or Contracting Officer upon request.

   b. Role-based Training
HHS requires role-based training when responsibilities associated with a given role or position, could, upon execution, have the potential to adversely impact the security posture of one or more HHS systems. Read further guidance at Secure One HHS Memorandum on Role-Based Training Requirement.

For additional information see the following: http://ocio.nih.gov/security/security-communicating.htm#RoleBased.

The Contractor shall maintain a list of all information security training completed by each contractor/subcontractor employee working under this contract. The list shall be provided to the COR and/or Contracting Officer upon request.

c. Rules of Behavior

The Contractor shall ensure that all employees, including subcontractor employees, comply with the NIH Information Technology General Rules of Behavior (http://ocio.nih.gov/security/nihitrob.html), which are contained in the NIH Information Security Awareness Training Course http://irtssectraining.nih.gov.

3. PERSONNEL SECURITY RESPONSIBILITIES

In addition to any personnel security responsibilities covered under HHSAR 352.239-72, the contractor shall comply with the below personnel security responsibilities:

a. In accordance with Paragraph (h) of HHSAR 352.239-72, the Contractor shall notify the Contracting officer and the COR within five working days before a new employee assumes a position that requires access to HHS information systems or data, or when an employee with such access stops working on this contract. The Government will initiate a background investigation on new employees assuming a position that requires access to HHS information systems or data, and will stop pending background investigations for employees that no longer work under the contract or no longer have access.

b. New contractor employees who have or will have access to HHS information systems or data: The Contractor shall provide the COR with the name, position title, e-mail address, and phone number of all new contract employees working under the contract and provide the name, position title and position sensitivity level held by the former incumbent. If an employee is filling a new position, the Contractor shall provide a position description and the Government will determine the appropriate position sensitivity level.

c. Departing contractor employees: The Contractor shall provide the COR with the name, position title, and position sensitivity level held by or pending for departing employees. The Contractor shall perform and document the actions identified in the Contractor Employee Separation Checklist (http://ocio.nih.gov/nihsecurity/Emp-sep-checklist.pdf) when a Contractor/subcontractor employee terminates work under this contract. All documentation shall be made available to the COR upon request.

d. Commitment to Protect Non-Public Departmental Information and Data.

The Contractor, and any subcontractors performing under this contract, shall not release, publish, or disclose non-public Departmental information to unauthorized personnel, and
shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of such information:

- 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
- Public Law 96-511 (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: http://ocio.nih.gov/docs/public/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.

4. LOSS AND/OR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION (PII) - NOTIFICATION OF DATA BREACH

The Contractor shall report all suspected or confirmed incidents involving the loss and/or disclosure of PII in electronic or physical form. Notification shall be made to the NIH Incident Response Team (IRT) via email (IRT@mail.nih.gov) within one hour of discovering the incident. The Contractor shall follow up with IRT by completing and submitting one of the applicable two forms below within three (3) work days of incident discovery:

NIH Lost or Stolen Assets Report at: http://ocio.nih.gov/docs/public/ Lost_or_Stolen.doc

9. Electronic and Information Technology Accessibility, Section 508 Compliance is applicable to this solicitation and the following information is provided to assist in proposal preparation.

IMPORTANT NOTE TO OFFERORS: The following information shall be addressed in a separate section of the Technical Proposal, entitled, "Section 508 Compliance."
Electronic and Information Technology Accessibility, HHSAR 352.239-73(a) (January 2010)

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, unless an exception applies, all EIT products and services developed, acquired, maintained, or used by any Federal department or agency permit--

i. Federal employees with disabilities to have access to and use information and data that is comparable to the access and use of information and data by Federal employees who are not individuals with disabilities; and

ii. Members of the public with disabilities seeking information or services from a Federal agency to have access to and use of information and data that is comparable to the access and use of information and data by members of the public who are not individuals with disabilities.
b. Accordingly, any vendor submitting a proposal/quotations/bid in response to this solicitation must demonstrate compliance with the established EIT accessibility standards. Information about Section 508 visions is available at [http://www.section508.gov](http://www.section508.gov). The complete text of Section 508 Final Provisions can be accessed at [http://www.access-board.gov/sec508/provisions.htm](http://www.access-board.gov/sec508/provisions.htm).

c. The Section 508 accessibility standards applicable to this solicitation are identified in the Statement of Work/Specification/Performance Work Statement. In order to facilitate the Government’s evaluation to determine whether EIT products and services proposed meet applicable Section 508 accessibility standards, offerors must prepare an HHS Section 508 Product Assessment Template, in accordance with its completion instructions, and provide a binding statement of conformance. The purpose of the template is to assist HHS acquisition and program officials in determining that EIT products and services proposed support applicable Section 508 accessibility standards. The template allows vendors or developers to self-evaluate their products or services and document in detail how they do or do not conform to a specific Section 508 standard. Instructions for preparing the HHS Section 508 Product Evaluation Template may be found under Section 508 policy on the HHS Office on Disability Web site ( [http://www.hhs.gov/od/](http://www.hhs.gov/od/) ).

d. Respondents to this solicitation must also provide any additional detailed information necessary for determining applicable Section 508 standards conformance, as well as for documenting EIT products or services that are incidental to the project, which would constitute an exception to Section 508 requirements. If a vendor claims its products or services, including EIT deliverables such as electronic documents and reports, meet applicable Section 508 accessibility standards in its completed HHS Section 508 Product Assessment Template, and it is later determined by the Government -- i.e., after award of a contract/order, that products or services delivered do not conform to the described accessibility standards in the Product Assessment Template, remediation of the products or services to the level of conformance specified in the vendor's Product Assessment Template will be the responsibility of the Contractor and at its expense.

(End of provision)

The "HHS Section 508 Product Assessment Template" is included in SECTION J - List of Attachments, of this solicitation.
Dear Dr. {PI},

Your potential {SUBCONTRACT/CONTRACT} with {SPONSOR} contains the following potential IT and/or data security related terms and conditions that the Office of Research (OR) was either unable to have removed or is attempting to negotiate out of a potential award:

• {LIST CLAUSES AND PAGE NUMBERS}

To ensure your IT systems are adequate under the listed terms, and that your budget captures any additional costs that may be necessary related to these clauses, you should request a review of these terms by Computing Services & Systems Development (CSSD). Please do so ASAP as your budget is due to the sponsor by {INSERT DATE}.

To request the review by CSSD, you should contact the CSSD Help Desk to request “a data evaluation for security purposes,” which will route the ticket to the security group in CSSD. This may be done online at: http://technology.pitt.edu/helprequest/. The CSSD security team will determine whether use of the University’s Network Operations Center (NOC) is necessary. The NOC provides the following types of services with charges on a cost center basis:

• Secure Facility with redundant power and cooling;
• Secure physical access;
• Enterprise Identity management (Accounts and Access Control);
• Multifactor Authentication;
• Vulnerability Scanning;
• Intrusion Detection;
• Incident Management Procedures already in place;
• Sufficient configuration and change management procedures already in place;
• Real time 24x7 system Security and Fault Monitoring;
• Enterprise Backup and Restore;
• Data Encryption.

If consultation with CSSD indicates you need to obtain those services to satisfy the contract terms, you need to let your departmental administrator know immediately so that your budget can be properly revised, thus ensuring you have adequate funds.

Please notify us via orfedcon@pitt.edu (with a cc to your Federal Contracts Officer) ASAP if you intend to revise your budget to account for these potential costs and please forward the revised budget to: orfedcon@pitt.edu.
MEMORANDUM

TO: Deans, Department Chairs and Directors
FROM: George E. Klinzing, Vice Provost for Research
DATE: October 7, 2009
SUBJECT: E-Verify Requirements for Persons Working on Certain Federal Contracts

While the University receives much of its federal research support in the form of grants, in some cases, federal agencies may provide funding support for research using a federal contract. The federal government recently enacted a new requirement, which applies to all federal contracts issued after September 8, 2009, with a value of over $100,000 and a performance period of greater than 120 days ("Qualifying Contract"). Any University faculty, staff or students who are charged to a Qualifying Contract, must have their eligibility to work in the United States confirmed through the Department of Homeland Security’s ("DHS’s") E-Verify on-line system. The E-Verify system checks information already provided by an employee’s I-9 form against records maintained in Social Security Administration and Department of Homeland Security databases. The new federal regulations require the University to check both existing and new employees who perform work on Qualifying Contracts through the E-Verify system, so even if your faculty, staff and students completed an I-9 some time ago, they are subject to the E-Verify process and the school or department administrator will have to prepare a new form I-9 documentation for faculty, research associates and post-docs who work on a Qualifying Contract. These new form I-9’s must be promptly transmitted to Human Resources, which will be responsible for entering the data in the E-Verify system. New form I-9’s for staff who work on a Qualifying Contract will be prepared by Human Resources.

The Office of Research will promptly notify both the Office of Human Resources, and the PI (and their department administrator) whenever the University enters into a Qualifying Contract. Human Resources will obtain from the Office of Research a list of all persons identified in the initial budget for the Qualifying Contract, and will work with the department to obtain the necessary documentation to perform the E-Verify check. Should additional personnel be added to a Qualifying Contract during the performance period, the University must also E-Verify those persons, so PI’s and department administrators must provide updated information to Human Resources of any additional personnel assigned to a Qualifying Contract during the period of performance.

Because the time table for completing the E-Verify check is very short, prompt cooperation from departments is necessary to ensure that the University remains in compliance with this new requirement. Should you have any questions, please contact Michelle Sukal in Human Resources at 412-624-8062 or via email at mrs100@pitt.edu, or Stephen Ferber, Assistant Vice Chancellor of Human Resources at 412-624-8166 or via email at smf200@pitt.edu.
The University of Pittsburgh is committed to maintaining openness in the dissemination of research results, consistent with the University’s non-profit mission of sharing knowledge. This commitment is codified in several University research policies, including specifically Policy No. 11-01-02, “Rights, Roles and Responsibilities of Principal Investigators,” which affirms the right of faculty to publish the results of their research, and Policy No. 11-02-01, “Patent Rights and Technology Transfer,” which expressly states that the University reserves for itself, as well as faculty, students and staff, “all publication rights relating to sponsored research or research supported entirely or largely by University resources,” subject only to brief delays to permit patent applications to be filed. Policy No. 11-02-03, Commercialization of Inventions Through Independent Companies, section II.C.4, similarly recognizes the importance of the ability to publish, and permits limitations only for brief delays to obtain patent protection.

The University’s commitment to openness in dissemination of research results may also be affected by other terms in sponsor agreements. For example, the University’s policy regarding non-discrimination in the workplace, Policy No. 07-01-03, prevents the University from accepting sponsored research contracts that restrict foreign nationals from participating in the research.

In order to ensure that we continue to meet our goal of ensuring the broadest possible dissemination of the results of our research, the University of Pittsburgh does not support and faculty may not engage in any potential sponsored activity that involves classified research or any research that restricts the ability of the University to freely publish the results of the research. In order to avoid situations where issues regarding the dissemination of the research results are not identified until a program is funded, researchers are encouraged to preview any specific concerns with the Office of Research at the earliest opportunity, so that alternative solutions may be explored in the furtherance of an intended research plan.

It is the policy of the University to comply with all laws applicable to research, including export control regulations. Because of export controls, some provisions in funding contracts may restrict dissemination of research results or limit access to the research to United States citizens. Such contract clauses are generally not consistent with the University’s policies on openness in research and non-discrimination and will not be accepted.

Note: The University of Pittsburgh Project Checklist for Openness in Research is available at www.research.pitt.edu/sites/default/files/u25/OpennessInResearchChecklist.pdf
ACCOUNTABLE GOVERNMENT PROPERTY: 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 person use), regardless of acquisition value.

ACQUISITION: The acquiring by contract with appropriated funds of supplies or services by and for the use of the Federal Government through purchases or lease, whether the supplies or services are already in existence or must be created, developed, demonstrated, and evaluated. Acquisition includes solicitation and selection of sources, award of contracts, contract financing, contract performance, and contract administration. Acquisition is also synonymous with the word procurement.

ASSURANCES: A listing of a variety of requirements, found in different federal laws, regulations, and executive orders that applicants agree in writing to observe as a condition of receiving federal assistance.

BEST AND FINAL OFFER (BAFO)/FINAL PROPOSAL REVISION (FPR): For negotiated contract, a Contractor’s final offer following the conclusion of discussions. It is usually the final step before contract award.

BUDGET MODIFICATION REQUEST (BMR): An internal form to request changes to dollar amounts previously allocated to various budget categories, i.e. travel, supplies, etc.; also used to move money from a master account to create a new subaccount under an active project.

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA): directory of the various Federal programs, projects, services and activities that offer financial and nonfinancial assistance and benefits the American public.

CERTIFICATION: A statement, signed by an applicant or recipient as a prerequisite for receiving federal funds, that it meets or will adhere to certain conditions and/or will undertake or not undertake certain actions.

CLINICAL AND CORPORATE OFFICER (CCO): The team member within the Office of Research responsible for processing of requests by the department, PI, or sponsor for any awards where the prime source is industry funds or for non-financial agreements not from a Federal Contract.

CO-INVESTIGATOR (Co-I): Person responsible for a substantive portion of the research plan on a project and is considered “key personnel” along with the Principal Investigator.

COLLABORATIVE INSTITUTIONAL TRANING INITIATIVE (CITI): CITI training programs have become the de facto standard to meet RCR and Human Subjects Research training requirements at most institutions in the U.S. University’s web-based compliance training for PHS funding.

CONFIDENTIALITY/NONDISCLOSURE AGREEMENT (CDA/NDA): A legal agreement between at least two parties which outlines information the parties wish to share with one another for certain evaluation purposes, but wish to restrict from wider use and dissemination. The parties agree not to disclose the non-public information covered by the agreement.

CONFLICT OF INTEREST (COI): A potential Conflict of Interest may exist if an individual’s outside interests—especially financial—may affect or be perceived to affect his/her research, teaching or administrative activities at the University.

CONTRACTING OFFICER’S AUTHORIZATION (COA): Written approval given by CO to make changes to contract terms (including budget, subrecipients, or statement of work).

CONTRACT: An award of money to carry out a specific task for a government agency, as described in a request for proposal (RFP). Contracts are awarded to bidders submitting proposals that best meet the requirements of the announced work, within a competitive budget range. A mutually binding legal relationship obligating the “seller” (contractor) to furnish the supplies or services and the “buyer” (Government) to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds, and except as otherwise
authorized, are in writing (e.g., awards and notices of awards, letter contracts, purchase orders, bilateral contact modifications).

**CONTRACT MODIFICATION:** Any written alteration in the specification, delivery point, rate of delivery, contract period, price, quantity, or other contract provision of an existing contract, whether accomplished by unilateral action in accordance with a contract provision or by mutual action of the parties to the contract. It includes: (a) bilateral actions such as supplemental agreements and (b) unilateral actions such as change orders, notices of termination, and notices of the exercise of an option.

**CONTRACT SPECIALIST (CONTRACT NEGOTIATOR) (CS):** A person who is subject to the general supervision of the contracting officer and who actually carries out most of the procedural steps, as contrasted with the approvals required to be taken by the contracting officer under applicable regulations.

**CONTRACTED SERVICES AGREEMENT (CSA):** Agreement issued to third party (Subrecipient) by prime contractor for consulting services (i.e. non-collaborative research). Subrecipient has no rights to IP.

**CONTRACTING OFFICER (CO):** The individual who is the government’s authorized agent in dealing with the contractor. This individual has authority to negotiate, award and amend contracts on behalf of the government.

**CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)/PROJECT OFFICER (PO):** The person representing the government for the purpose of technical monitoring of the contract. However, the COTR has no authority to obligate the government or change the terms of the contract (only the contracting officer has that authority).

**CONTRACTOR:** An organization or person who has entered into a contract with the federal government to perform a specific task. The contractor is legally and financially responsible and accountable to the awarding agency for performance of the contract supported activity.

**COORDINATIVE AGREEMENT:** A mechanism of support that involves greater involvement by the federal government in the scientific/programmatic outcome of the award than in the provision of funds.

**COST-REIMBURSEMENT:** A cost reimbursement contract is appropriate for use when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract. This type of contract places less risk of performance on the contractor and minimum incentive to control costs, and requires Government surveillance during performance to ensure that efficient methods and effective cost controls are used.

**COST SHARING (C/S):** The use of departmental or other funding sources separate from the funding received by the award from the sponsor. Typically used for PI effort on projects or covering indirect costs.

**DATA SAFETY MONITORING BOARD (DSMB):** A multi-disciplinary, expert advisory group established by a research sponsor, that is responsible for safeguarding the interests of participants by reviewing emerging data, assessing the safety and efficacy of clinical trial procedures, and monitoring the overall conduct of a trial.

**DATA USE AGREEMENT (DUA):** A contractual document used for the transfer of data that has been developed by nonprofit, government or private industry, where the data is nonpublic or is otherwise subject to some restrictions on its use.

**DEPARTMENTAL ADMINISTRATOR (DA):** Person in Investigator’s department responsible for administration of the award. Main contact for OR.

**DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS):** The principal federal agency for protecting the health of all Americans. It is comprised of the Office of the Secretary and 11 operating divisions. The agencies perform a wide variety of tasks and services, including research, public health, food and drug safety, grants and other funding, health insurance, and many others.
DEPARTMENT OF DEFENSE (DOD): A federal agency that funds a large number of research projects, including research on non-defense-related topics such as breast and prostate cancers.

DIRECT COSTS: Costs that can be identified specifically with a particular project or program.

EARLY ACCOUNT REQUEST (EAR): The mechanism to where an account can be established for a research project prior to the full execution of an award. If the award is never executed, the costs become the responsibility of the department. Not applicable or used under Federal Contracts.

EMPLOYER IDENTIFICATION NUMBER (EIN): The number the Internal Revenue Service assigns to every employer.

ENVIRONMENTAL HEALTH AND SAFETY OFFICE (EH&S): Office responsible for worker safety, lab safety, biological safety and chemical hygiene at the University.

ELECTRONIC RESEARCH ADMINISTRATION (eRA): Term that refers to various systems that require/allow proposals to be submitted electronically as opposed to a paper submission.

FACILITIES AND ADMINISTRATIVE COSTS (also known as Indirect Costs, Overhead, F & A, IDC): Costs of an organization incurred for common or joint objectives which cannot be readily and specifically identified with a particular grant project or other institutional activity.

FEDERAL CONTRACTS OFFICER (FCO): The team member within the Office of Research responsible for processing of requests by the department, PI, or sponsor for any awards where the prime source is a Federal Contract.

FEDERAL ACQUISITION REGULATION (FAR): The regulation which applies to the NIH and all other civilian executive agencies. These regulations apply to procurements made within and outside of the United States.

FEDERAL INFORMATION SECURITY MANAGEMENT ACT (FISMA): Federal Act which came about in 2002 because of the “importance of information security to the economic and national security interests of the United States.” This requirement can include requirements for background checks on employees, information security training, personnel security, and information system security plans.

FIXED-PRICE: Fixed-price types of contracts provide for a firm price or, in appropriate cases, an adjustable price. Fixed-price contracts providing for an adjustable price may include a ceiling price, a target price (including target cost), or both. Unless otherwise specified in the contract, the ceiling price or target price is subject to adjustment only by operation of contract clauses providing for equitable adjustment or other revision of the contract price under stated circumstances.

FUNDING OPPORTUNITY ANNOUNCEMENT (FOA): A document that states a sponsor’s requirements and guidelines for a proposal submission.

GENERAL PURPOSE EQUIPMENT: Any items of personal property which are usable for purposes other than research, such as office equipment and furnishings.

GRADUATE STUDENT RESEARCHER (GSR): Graduate student performing research under a sponsor project.

GRANT: An award of financial assistance by the federal government whereby money and/or direct assistance is provided to carry out approved activities. A grant is to be used whenever the agency anticipates no substantial programmatic involvement with the recipient during performance of the financially assisted activities. Research grants are awarded to institutions on behalf of a principal investigator to facilitate pursuit of a scientific focus or objective in the area of the investigator’s interest and competence. Grants can be classified on the basis of type of activity(ies) supported (research, training, service, etc.); degree of discretion allowed the awarding office (mandatory or discretionary); and/or method of determining amounts of award (negotiated basis or formula.

GRANT APPLICATION REVIEW (GAR): A process required for use of animals on a research project funded by a Public
Health Service agency or American Heart Association. Approval is issued through the University’s Institutional Animal Care and Use Committee. The research plan of a grant application is reviewed to ensure the plan’s stated use of animals is the same as the protocol submitted for approval.

**GRANTEE:** The institution (public or private, nonprofit or for-profit, educational institution, hospital, corporation, organization, agency, or other legally accountable entity) that receives a grant or cooperative agreement and assumes legal, financial, and scientific responsibility and accountability both for the awarded funds and for the performance of the grant-supported activity. In certain cases, a grantee may be an individual in the United States or an institution in a foreign country.

**GRANTS AND CONTRACTS OFFICER (GCO):** The team member within the Office of Research responsible for processing of requests by the department, PI, or sponsor for any awards where the prime source is non-Industry and non-Federal Contract.

**GRANTS.GOV (GG):** The electronic submission portal used by multiple federal sponsors.

**HUMAN STEM CELL RESEARCH OVERSIGHT COMMITTEE (hSCRO):** Committee that reviews and approves use of stem cells on a research project at Pitt. It was formerly known as the Embryonic Stem Cell Research Oversight Committee (ESCRO).

**INTELLECTUAL PROPERTY (IP):** Creations of the mind by individuals or entities to which owners are granted certain exclusive rights. A work or invention that is the result of creativity, such as a manuscript or a design, to which one has rights and for which one may apply for a patent, copyright, trademark, etc.

**INSTITUTIONAL ANIMAL CARE AND USE COMMITTEE (IACUC):** Committee that oversees the University’s animal programs, facilities and procedures insuring the appropriate care, use, and humane treatments of animals being used for research, testing and education.

**INSTITUTIONAL BIOSAFETY OFFICE (IBC):** Office that approves use of recombinant DNA on research projects at the University.

**INSTITUTIONAL REVIEW BOARD (IRB):** Office that oversees the use of human subjects on research projects at the University and ensures compliance with all applicable regulations pertaining to the use of human subjects in research.

**INTERNET-BASED STUDIES IN EDUCATION AND RESEARCH (ISER):** The University’s web-based compliance training modules applicable to research projects.

**JUST-IN-TIME (JIT):** The process of submitting required information to the sponsor prior to funding rather than at proposal stage.

**KEY PERSONNEL:** Employees of the contractor who are engaged in the contract project and who are considered as essential resources in the selection process. (The government shall review the qualifications of any substitution of these individuals.)

**MATERIAL TRANSFER AGREEMENT (MTA):** A contractual document used for the acquisition of various biological and research materials, and occasionally data, developed by nonprofit, government and private industry. Often these materials are a necessary component of a research project and are available only from a sole source.

**MODIFIED TOTAL DIRECT COST BASIS (MTDC):** The amount of direct costs used to calculate indirect costs. It can exclude items such as equipment, capital expenditures, charges for patient care, etc.

**NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST):** An agency in the Technology Administration that makes measurements and sets standards as needed by industry or government programs.
NATIONAL INSTITUTES OF HEALTH (NIH): A federal agency that is the largest sponsor of research at the University. Its programs include research support in the causes, diagnosis, prevention, and cure of human diseases; in the processes of human growth and development; in the biological effects of environmental contaminants; and in the understanding of mental and addictive and physical disorders.

NATIONAL SCIENCE FOUNDATION (NSF): A federal agency that is the second largest sponsor of research at the University. Among other endeavors, it funds basic research in fields such as mathematics, computer science, engineering and the social sciences.

NEGOTIATION: Preaward discussions conducted by the Grants Division to establish the conditions and amount of a discretionary grant or cooperative agreement; based on recommendations from the cognizant principal office, a cost analysis of the applicant's budget, and a review of proposed activities.

NO-COST EXTENSION (NCE): Process that extends the period of performance of an active research project without additional funds.

OFFICE OF GENERAL COUNSEL (OGC): Office that provides legal services to the University. The OGC attorneys are responsible for preparation and review of University contracts and agreements, representing the University in legal proceedings and providing legal advice to the University.

OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS: Administrative policy documents that give instruction to federal agencies on a variety of topics, including the administration of federal grants and cooperative agreements.

OFFICE OF RESEARCH (OR): Office responsible for the institutional administration of sponsored research and is the authorized signatory for research proposals and contracts at the University.

OFFICE OF TECHNOLOGY MANAGEMENT (OTM): Office responsible for the protection, management and commercialization of intellectual property developed at the University and often works closely with its counterparts at other universities.

ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA): System in which organizations can file annual representations and certifications. Can be used instead of completing individual representations and certifications for proposals.

ORGANIZATIONAL PRIOR APPROVAL SYSTEM (OPAS): An internal form to request approval for pre-award costs or to re-budget grant funds, especially for equipment or a subaward not in the original budget. An OPAS is used for projects funded by the National Science Foundation. This form must be reviewed and signed by the Office of Research.

OPTION: An option is a unilateral right by which, for a specified time, the Government may elect to purchase additional supplies or services called for by the contract, or may elect to extend the term of the contract.

PRINCIPAL INVESTIGATOR (PI)/PROJECT DIRECTOR (PD): A qualified individual designated by the contractor’s organization to direct the project or program being supported by the contract. This individual has primary responsibility for guiding and/or performing the work as described in the contract work statement. The lead investigator on a research project who has overall responsibility for a project.

PROGRAM OFFICER: An agency program office staff person responsible for 1) developing program regulations, application notices, and application packages, 2) overseeing the review and ranking of applications submitted under their programs, 3) providing detailed funding recommendations to the Grants Division for applications, 4) participating in negotiations, as necessary, 5) providing technical assistance to applicants and recipients, 6) monitoring funded projects, and 7) making recommendations about recipients' requests for revisions to project activities and budgets.
PROJECT OFFICER (PO)/CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)/CONTRACTING OFFICER’S REPRESENTATIVE (COR): The person representing the government for the purpose of technical monitoring of the contract. However, the project officer has no authority to obligate the government or change the terms of the contract (only the contracting officer has that authority).

PROJECT PERIOD (also known as PERIOD OF PERFORMANCE, POP): The total amount of time (sometimes several years) during which an agency authorizes a recipient to complete the approved work of the project described in the application; project periods of more than one year are divided into budget periods.

PUBLIC HEALTH SERVICE (PHS): A federal agency dedicated to delivering the nation’s public health promotion and disease prevention programs and advancing public health science. It consists of many Health and Human Services agencies, such as the National Institutes of Health, the Centers for Disease Control and the Food and Drug Administration as well as other non-HHS agencies.

PURCHASE SERVICES AGREEMENT (PSA): Agreement issued to third party (Subrecipient) by prime contractor for services (i.e. non-collaborative research) that fall outside of consulting. Subrecipient has no rights to IP.

RADIATION SAFETY OFFICE (RSO): Office that ensures the safety of University researchers and clinicians who use sources of ionizing radiation such as X-Ray machines and radioactive material.

RECOMBINANT DNA (rDNA): Molecules constructed outside of living cells by joining natural or synthetic DNA segments to DNA molecules that can replicate in a living cell. rDNA also refers to molecules that result from the replication of those described above.

RESEARCH/COST ACCOUNTING (R/CA): Office responsible for the post-award management of sponsored research at the University.

RESEARCH CONDUCT AND COMPLIANCE OFFICE (RCCO): Office that oversees and facilitates the conduct of ethical and regulation-compliant human and animal subject research at Pitt.

REQUEST FOR PROPOSAL (RFP): The government’s invitation to prospective offerors to submit a proposal based on the terms and conditions set forth in the RFP. The RFP is also called the solicitation.

REQUEST FOR QUOTE (RPQ): Announcement sent out by sponsor to receive proposals quoting a price for certain work.

TOTAL DIRECT COST BASIS (TDC): Indirect costs are charged on all direct costs.

SCOPE OF WORK/STATEMENT OF WORK (SOW): Document that refers to the research to be conducted under a research project; it usually refers to the portion of the research being done by a subawardee or subcontractor; it is sometimes referred to as a Statement of Work. The document which states the technical objectives, level of effort, and requirements of the contracts. This document is normally found in Section “C” or included as an attachment in Section “J” of the RFP and contract.

SMALL BUSINESS SUBCONTRACTING PLAN (SBSP): Plan required by Federal Acquisition Regulation if the dollar threshold is met. Establishes opportunities within a Federal Contract for small businesses.

SIMPLIFIED ACQUISITION THRESHOLD (SAT): Purchases between $3,000 and $150,000 per FAR 13.003(b)(1).

SUBCONTRACT: An agreement between a prime contractor of an original contract and a third party to provide all or a specified part of the work or materials required in the original contract.

UNIVERSITY PRIOR APPROVAL SYSTEM (UPAS): An internal form to request approval for pre-award costs or to re-budget grant funds, especially for equipment or a subaward not in the original budget. A UPAS is used for projects funded by a Public Health Service agency. This form must be reviewed and signed by the Office of Research.