Attachment A - Contract Clauses

FAR 52.204-19 Incorporation by Reference of Representations and Certifications (DEVIATION)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.217-8 Option to Extend Services (Nov-99)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to expiration of the contract.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar-00)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to expiration of the contract. Provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *30* days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of awarded contracts, including the exercise of any options under this clause, shall not exceed *maximum the limits for each Phase. Phases and their maximums are listed below:*

Phase I – 24 Months

Phase II – 36 Months

Sequential Phase II – 36 Months

(End of clause)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (DEVIATION)

This solicitation incorporates one or more solicitation provisions 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 provision may be accessed electronically at:

https://www.acquisition.gov/browse/index/far

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

https://www.acquisition.gov/hhsar

Provisions Incorporated by Reference:

FAR

52.203-2	Certificate of Independent Price Determination (DEVIATION)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (DEVIATION)
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (DEVIATION)
52.204-7	System for Award Management-Registration (DEVIATION)
52.209-5	Certification Regarding Responsibility Matters (DEVIATION)
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction (DEVIATION)

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352.235-70 Alt I	Notice to Offerors, Protection of Human Subjects (DEVIATION)
352.235-71	Protection of Human Subjects (DEVIATION)
352.235-74	Notice to Offerors of Requirement for Compliance with the Public Health Service Policy on Humane care and Use of Laboratory Animals (DEVIATION)
352.239-73	Electronic Information and Technology Accessibility Notice (Dec-15)

(End of provisions incorporated by reference)

FAR 52.252-2 Clauses Incorporated by Reference (DEVIATION)

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

https://www.acquisition.gov/browse/index/far

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

https://www.acquisition.gov/hhsar

Clauses incorporated by reference:

FAR

52.202-1	Definitions (DEVIATION)
52.203-3	Gratuities (DEVIATION)
52.203-5	Covenant Against Contingent Fees (DEVIATION)
52.203-7	Anti-Kickback Procedures (DEVIATION)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (DEVIATION)

52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (DEVIATION)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (DEVIATION)
52.203-17	Contractor Employee Whistleblower Rights (DEVIATION)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (DEVIATION)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (DEVIATION)
52.204-13	System for Award Management-Maintenance (DEVIATION)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION)
52.209-7	Information Regarding Responsibility Matters (DEVIATION)
52.215-2	Audit and Records-Negotiation (DEVIATION)
52.215-14	Integrity of Unit Prices (DEVIATION)
52.215-15	Pension Adjustments and Asset Reversions (DEVIATION)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (DEVIATION)
52.215-19	Notification of Ownership Changes (DEVIATION)
52.219-6	Notice of Total Small Business Set-Aside (DEVIATION)
52.219-8	Utilization of Small Business Concerns (DEVIATION)
52.219-14	Limitations on Subcontracting (DEVIATION)
52.219-28	Postaward Small Business Program Rerepresentation (DEVIATION)
52.222-3	Convict Labor (DEVIATION)
52.222-21	Prohibition of Segregated Facilities (DEVIATION)
52.222-35	Equal Opportunity for Veterans (DEVIATION)
52.222-36	Equal Opportunity for Workers with Disabilities (DEVIATION)
52.222-37	Employment Reports on Veterans (DEVIATION)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEVIATION)
52.222-41	Service Contract Labor Standards (DEVIATION)
52.222-50	Combating Trafficking in Persons (DEVIATION)
52.222-54	Employment Eligibility Verification (DEVIATION)
52.222-90	Addressing DEI Discrimination by Federal Contractors (DEVIATION)
52.223-23	Sustainable Products and Services (DEVIATION)

52.225-1	Buy American-Supplies (DEVIATION)
52.225-13	Restrictions on Certain Foreign Purchases (DEVIATION)
52.227-1	Authorization and Consent Alt I (DEVIATION)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEVIATION)
52.227-11	Patent Rights-Ownership by the Contractor (DEVIATION)
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments) (DEVIATION)
52.232-2	Payments under Fixed-Price Research and Development Contracts (DEVIATION)
52.232-9	Limitation on Withholding of Payments (DEVIATION)
52.232-17	Interest (DEVIATION)
52.232-18	Availability of Funds (DEVIATION)
52.232-23	Assignment of Claims (DEVIATION)
52.232-25	Prompt Payment (DEVIATION)
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (DEVIATION)
52.232-39	Unenforceability of Unauthorized Obligations (DEVIATION)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEVIATION)
52.233-1	Disputes (DEVIATION)
52.233-3	Protest after Award (DEVIATION)
52.233-4	Applicable Law for Breach of Contract Claim (DEVIATION)
52.242-13	Bankruptcy (DEVIATION)
52.242-15	Stop-Work Order (DEVIATION)
52.243-1 Alt II	Changes-Fixed-Price (Research & Development) (DEVIATION)
52.244-5	Competition in Subcontracting (DEVIATION)
52.244-6	Subcontracts for Commercial Products and Commercial Services (DEVIATION)
52.246-7	Inspection of Research and Development-Fixed-Price (DEVIATION)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (DEVIATION)
52.249-9	Default (Fixed-Price Research and Development) (DEVIATION)
52.253-1	Computer Generated Forms (DEVIATION)

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352.203-70	Anti-Lobbying (DEVIATION)
352.208-70	Printing and Duplication (DEVIATION)

352.209-2	Organizational Conflicts of Interest (Jan-25)
352.211-3	Paperwork Reduction Act (DEVIATION)
352.227-70	Publications and Publicity (Dec-15)
352.232-71	Electronic Submission of Payment Requests (APR 2026 (RFO Deviation))
352.235-75	Care of Live Vertebrate Animals (Mar-26)
352.239-73	Electronic Information and Technology Accessibility Notice (Dec-15)
352.239-74	Electronic and Information Technology Accessibility (DEVIATION)
352.270-4b	Protection of Human Subjects (Dec-15)
352.270-5b	Care of Live Vertebrate Animals (Dec-15)
352.270-6	Restriction on Use of Human Subjects (Dec-15)
352.270-12	Needle Exchange (Dec-15)
352.270-13	Continued Ban on Funding Abortion and Continued Ban on Funding of Human Embryo Research (Dec-15)

(End of clauses incorporated by reference)

FAR 52.227-20 Rights in Data-SBIR Program (DEVIATION)

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

Computer database or "database" means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software-

(1) Means.

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights data means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

SBIR data means data first produced by a Contractor that is a small business concern in performance of a small business innovation research contract issued under the authority of 15 U.S.C. 638, which data are not generally known, and which data without obligation as to its confidentiality have not been made available to others by the Contractor or are not already available to the Government.

SBIR rights means the rights in SBIR data set forth in the SBIR Rights Notice of paragraph (d) of this clause.

Technical data means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases. (See 41 U.S.C. 116.)

Unlimited rights means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in-

(i) Data specifically identified in this contract as data to be delivered without restriction;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for SBIR data in accordance with paragraph (d) of this clause or for limited rights data or restricted computer software in accordance with paragraph (f) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Protect SBIR rights in SBIR data delivered under this contract in the manner and to the extent provided in paragraph (d) of this clause;

(iii) Substantiate use of, add, or correct SBIR rights or copyright notices and to take other appropriate action, in accordance with paragraph (e) of this clause; and

(iv) Withhold from delivery those data which are limited rights data or restricted computer software to the extent provided in paragraph (f) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Except as otherwise specifically provided in this contract, the Contractor may assert copyright subsisting in any data first produced in the performance of this contract.

(ii) When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data that are not first produced in the performance of this contract unless the Contractor (i) identifies such data and (ii) grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(3) *Removal of copyright notices.* The Government will not remove any copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Rights to SBIR data.

(1) The Contractor is authorized to affix the following "SBIR Rights Notice" to SBIR data delivered under this contract and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

SBIR Rights Notice (MAY-24)

These SBIR data are furnished with SBIR rights under Contract No._____ (and subcontract _____, if appropriate). For a period of 20 years from the date of award, the Government will use these data for Government purposes only, and they shall not be disclosed outside the Government (including disclosure for procurement purposes) during such period without permission of the Contractor, except that, subject to the foregoing use and disclosure prohibitions, these data may be disclosed for use by support Contractors. After the protection period, the Government has a paid-up license to use, and to authorize others to use on its behalf, these data for Government purposes, but is relieved of all disclosure prohibitions and assumes no liability for unauthorized use of these data by third parties. This notice shall be affixed to any reproductions of these data, in whole or in part.

(End of notice)

(2) The Government's sole obligation with respect to any SBIR data shall be as set forth in this paragraph (d).

(e) Omitted or incorrect markings.

(1) Data delivered to the Government without any notice authorized by paragraph (d) of this clause shall be deemed to have been furnished with unlimited rights. The Government assumes no liability for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure or use of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If the data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense, if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(f) *Protection of limited rights data and restricted computer software.* The Contractor may withhold from delivery qualifying limited rights data and restricted computer software that are not identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall identify the data being withheld, and furnish form, fit, and function data instead.

(g) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and not proceed with the subcontract award without further authorization in writing from the Contracting Officer.

(h) *Relationship to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

FAR 52.252-5 Authorized Deviations in Provisions (Nov-20)

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

(b) The use in this solicitation of any Health and Human Services Acquisition Regulation (48 CFR Chapter 3) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

FAR 52.252-6 Authorized Deviations in Clauses (Nov-20)

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

(b) The use in this solicitation or contract of any Health and Human Services Acquisition Regulation (48 CFR Chapter 3) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

HHSAR 352.232-71 Electronic Submission of Payment Requests (Apr-26)

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

Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements in FAR 32.905(b) and the applicable payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor must submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at *www.ipp.gov* or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

(d) If alternate payment procedures are authorized, the Contractor must include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

HHSAR 352.237-75 Key Personnel (Dec-15)

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

(End of clause)

HHSAR 352.239-78 Information and Communication Technology Accessibility Notice (Deviation)

(a) Any offeror responding to this solicitation must comply with established HHS

Information and Communication Technology (ICT) accessibility standards. Information about Section 508 is available at https://www.hhs.gov/web/section-508/index.html.

(b) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 352.239-79 Information and Communication Technology Accessibility. In order to facilitate the Government's determination whether proposed ICT supplies, products, platforms, information, and documentation meet applicable Section 508 accessibility standards, offerors must submit an appropriate HHS Section 508 Accessibility Conformance Checklist (see https://www.hhs.gov/web/section-508/accessibilitychecklists/index.html) or an Accessibility Conformance Report (ACR) (based on the Voluntary Product Accessibility Template (VPAT) see https://www.itic.org/policy/accessibility/vpat), in accordance with the completion instructions. The purpose of the checklists and conformance reports are to assist HHS acquisition and program officials in determining whether proposed ICT supplies, products, platforms, information, and documentation conform to applicable Section 508 accessibility standards. Checklists and ACRs evaluate—in detail—whether the ICT conforms to specific Section 508 accessibility standards and identifies remediation efforts needed to address conformance issues.

(c) If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies, products, platforms, information, documentation, or services support delivered do not conform to the described accessibility standards, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(d) In order to facilitate the Government's determination whether proposed ICT supplies meet applicable Section 508 accessibility standards, offerors must submit an

Accessibility Conformance Report, in accordance with its completion instructions and tailored to the requirements in the solicitation. The purpose of the Report is to assist HHS acquisition and program officials in determining whether proposed ICT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document, in detail, whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available at https://Section508.gov/.

(e) In order to facilitate the Government's determination whether proposed ICT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the ICT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

(f) Respondents to this solicitation must identify any inability to conform to Section 508 requirements. If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(g) Items delivered as electronic content must be accessible to HHS acceptance criteria. Checklist for various formats are available at http://508.hhs.gov/. Materials, other than items incidental to contract management, that are final items for delivery should be accompanied by the appropriate checklist, except upon approval of the Contracting Officer or Contracting Officer’s Representative.

(End of provision)

HHSAR 352.239-79 Information and Communication Technology Accessibility (Deviation)

(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 information and communication technology (ICT) supplies, products, platforms, information, documentation, and services 77 support developed, acquired, maintained or delivered under this contract or order must comply with the Revised 508 Standards, which are located at 36 C.F.R. 1194.1 and Appendices A, B, and C, and are available at https://www.access-board.gov/ict/. Information about Section 508 is available at https://www.hhs.gov/web/section508/index.html.

(b) Additional Section 508 accessibility standards applicable to this contract or order may be identified in the specification, statement of work, or performance work statement. If it is determined by the Government that ICT supplies, products, platforms, information, documentation, and services support provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) In the event of a modification(s) to this contract or order, which adds new ICT supplies or services or revises the type of, or specifications for, supplies, products, platforms, information, documentation, or services support, the Contracting Officer shall require that the Contractor submit a completed HHS Section 508 Accessibility Conformance Checklist (see https://www.hhs.gov/web/section-508/accessibilitychecklists/index.html) or an Accessibility Conformance Report (ACR) (based on the Voluntary Product Accessibility Template (VPAT) see https://www.itic.org/policy/accessibility/vpat), and any other additional information necessary to assist the Government in determining that the ICT supplies or services conform to Section 508 accessibility standards. If it is determined by the Government that ICT supplies, products, platforms, information, documentation, and services support provided by the Contractor do not conform to the described accessibility standards in the

contract, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(d) If this is an Indefinite-Delivery type contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include ICT supplies, products, platforms, information, documentation, or services support will define the specifications and accessibility standards for the order. In those cases, the Contractor shall be required to provide a completed HHS Section 508 Accessibility Conformance Checklist (see https://www.hhs.gov/web/section-508/accessibility-checklists/index.html) or an ACR (based on the VPAT see https://www.itic.org/policy/accessibility/vpat), and any other additional information necessary to assist the Government in determining that the ICT supplies, products, platforms, information, documentation, or services support conform to Section 508 accessibility standards. If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) The contractor shall identify to the Contracting Officer any perceived exception or exemption to Section 508 requirements.

(End of clause)