

DATE: March 30, 2023
TO: NCI Bid Board
FROM: Elizabeth Vitucci, Contract Specialist
NCI/OA/SAB
RE: Bid Board Posting for a requirement titled: "Business of Science" training course for the National Cancer Institute Center for Cancer Training.

This is a combined synopsis/solicitation for commercial items, prepared in accordance with the format in FAR 12.6 as supplemented with additional information included in this notice, and shall be processed in accordance with FAR Part 13 - Simplified Acquisition Procedures. This announcement constitutes the only solicitation; quotations are being requested and a separate written solicitation will not be issued. This solicitation, 75N91023Q00058-EV, is issued as a request for quotation (RFQ) and includes all applicable provisions and clauses in effect through FAR Federal Acquisition Circular (FAC) 2023-02 (03/16/2023), simplified acquisition procedures for commercial items.

The North American Industry Classification System code is 611430 and the business size standard is \$15M.

One (1) firm fixed price purchase order award will be made as a result of this solicitation.

SUBMISSION INSTRUCTIONS

This Request for Quotation (RFQ) does not commit the Government to pay any cost for preparation and submission of a quote. In addition, the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition. By submitting a quote in response to this solicitation, it is understood that your firm's quote shall become a part of the official purchase order file.

Quotes must stipulate that it is predicated upon all the terms and conditions of this RFQ and signed by an official authorized to bind your organization. In addition, it must contain a statement to the effect that it is firm for a period of **at least 60 days** from the date of receipt thereof by the Government.

QUOTATIONS

Quotations must be submitted via email to Contract Specialist, Elizabeth Vitucci, at elizabeth.tucker@nih.gov in MS Word or Adobe Portable Document Format (PDF), no later than **11:00 AM EST on Monday, April 10, 2023 (04/10/2023)**. Please refer to solicitation number: **75N91023Q00058-EV** on all correspondence.

QUOTATION REQUIREMENTS

Quotes shall include/address the following:

QUOTER CERTIFICATION

Your quote shall include **one of the following**:

- a) a completed copy of the provision at FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation, dated October 2020 (*see section 13.0 of the RFQ*); OR
- b) a copy of your firm's completed annual representations and certification in SAM.gov, to include the completed provision at FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation, dated October 2020.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS

Quotes must include a completed copy of Attachment 2, FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

PRICE QUOTE

The price quotation must contain all information necessary to allow for a comprehensive evaluation of the items and prices quoted. Quotes must provide detailed pricing of the proposed items, including unit price, extended price, and discounts applied, as applicable. Quotes must also contain the following information:

- a. Federal Tax Identification Number (TIN);
- b. Unique Entity ID (UEI) Number;
- c. Commercial and Government Entity (Cage Code) Code; and
- d. Business Size (e.g., small or large).

BASIS FOR AWARD & EVALUATION

The purchase order shall be awarded to the firm that submits a technically acceptable quotation at the lowest price. A technically acceptable quote is one in which the quoter(s) complies with the Statement of Work (SOW) and does not take exception, nor object to any of the terms of the RFQ. Quotes that are not technically acceptable will not be eligible for award.

Evaluation and award will be conducted in accordance with the requirements of FAR 13.106. The technical evaluation will be a determination based on information furnished by the quoter. The Government is not responsible for locating or securing any information which is not identified in the quotation. The Government intends to evaluate quotations and make a single award. Quotations should contain the quoter's best terms from a price and technical standpoint. However, the Government reserves the right to request quote revisions that seek additional price discounts, provide revisions to the technical quote, or clarify aspects of the quote. In the event quote revisions are requested, the Government will not necessarily be seeking revisions from all quoters. The Government may reject any or all quotes if such action is in the public interest; accept other than the lowest quote; and waive informalities and minor irregularities in quotes received.

ATTACHED DOCUMENTS:

SF-18

Statement of Work (SOW)

FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation

FAR 52.212-3 Offeror Representations and Certifications-Commercial Items

Electronic Invoicing Instructions

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF PAGES 1
1. REQUEST NO. 75N91023Q00058 - EV	2. DATE ISSUED 03/29/2023	3. REQUISITION/PURCHASE REQUEST NO. 6570845	4. CERT. FOR NAT. DEF UNDER BDSA REG. 2 AND/OR DMS REG 1	RATING	
5a. ISSUED BY NIH/NCI		6. DELIVER BY (Date) 06/28/2023			
NAME Elizabeth Vitucci Contract Specialist		7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			9. DESTINATION
		AREA CODE 240	NUMBER 276-5121	a. NAME OF CONSIGNEE	
8. TO:					
a. NAME	b. COMPANY			b. STREET ADDRESS	
c. STREET ADDRESS					
d.. CITY	e.. STATE	f.. ZIP CODE	d.. STATE	e.. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 04/10/2023 by 11:00 AM EST		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<p>Procurement of the "Business of Science" training course for the National Cancer Institute Center for Cancer Training. See attached Statement of Work.</p> <p>This shall be awarded as a Firm-Fixed Price Purchase Order.</p> <p>Quotations must be submitted via email to Contract Specialist, Elizabeth Vitucci, at elizabeth.tucker@nih.gov.</p>				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d.. CALENDAR DAYS
				NUMBER PERCENTAGE

NOTE: Additional provisions and representations			are	are not attached.	
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER					
b. STREET ADDRESS			16. SIGNER		
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE
d. CITY					AREA CODE
e. STATE f. ZIP CODE			c. TITLE (Type or print)		NUMBER

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1.0 TITLE

“Business of Science” training course for the National Cancer Institute Center for Cancer Training.

2.0 BACKGROUND

The U.S. Department of Health and Human Services (HHS), National Institutes of Health (NIH), National Cancer Institute (NCI), Center for Cancer Training (CCT) requires the “Business of Science” training course for those wanting to pursue non-academic career tracks. CCT develops programs to address the needs of the intramural Fellows, including the need to learn more about careers outside traditional academic research. CCT conducted labor and skills gap analyses of the biomedical research workforce to understand what can be done to ensure Fellows are better prepared to effectively meet future workforce demands. Trainees who master the baseline skills requested and required may be more competitive in the emerging biomedical job market. The “Business of Science” course shall assist the Fellows’ above stated needs.

2.1 OBJECTIVE

The course shall be structured to teach practical skills to the postdoctoral Fellows that are valued by industry. The skills taught during the course shall be specifically geared toward teaching the business and social skills necessary to be competitive and successful in the professional marketplace. Each workshop shall include lectures, as well as individual and group work through interactive breakout sessions during the course.

3.0 SCOPE

The Contractor shall be responsible for the following:

- (1) To prepare course materials;
- (2) To conduct two and a half (2.5) day workshops to teach the materials for a maximum of 100 participants

4.0 CONTRACT REQUIREMENTS/ AND PERSONNEL QUALIFICATIONS

The Contractor shall conduct two and a half (2.5) day workshops, assign and assess coursework by participants, and adapt to needs of the group. Examples of subjects to be covered are not limited to items in section 9. All course materials and incidental expenses shall be included in this purchase order.

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Personnel Qualifications:

Professional Experience: A Contractor with a minimum of six (6) years of experience in scientific research, in academia, government, or industry is preferred.

Qualifications: A Contractor with a PhD in a science field and may have served as a consultant in industry is preferred. These would enable the Contractor to provide perspective and insight to the skills needed to be successful in industry.

Past Performance: It is preferred for the Contractor have experience at the NCI as it provides the Contractor with a unique perspective on the particular and individual needs of the NCI postdoctoral fellow. In addition to experience at the NCI, a Contractor with a minimum of six (6) years of experience teaching skills and competencies (such as social communication for scientists, team building, human resources, discovery research, project management) that industry values to other academic institutions is preferred

Approach: The Contractor shall offer a combination of instruction formats to engage the course participants. These may include, but are not limited to, lectures, structured assignments, interactive small group lessons and lessons learned exercises. The Contractor, course participants, and CCT staff shall determine when the tasks have been completed.

5.0 TYPE OF ORDER

This is a firm fixed price purchase order.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be from June 28, 2023 to June 30, 2023.

7.0 NON-SEVERABLE SERVICES

The services specified in each contract line item (CLIN) have been determined to be non-severable services - a specific undertaking or entire job with a defined end product of value to the Government.

8.0 PLACE OF PERFORMANCE

All course activities shall be conducted onsite at the location below:

NCI Shady Grove
9609 Medical Center Drive
Rockville, MD 20850

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9.0 DELIVERABLES AND DELIVERY SCHEDULE

Metrics shall be used by the Government to evaluate the effectiveness of the deliverables and will be based on participation, attendance, and leadership of the scheduled activities. CCT staff shall survey participants to monitor satisfaction and effectiveness.

The Contractor shall coordinate training details and logistics with the NCI Technical Point of Contact (TPOC).

TPOC: TBD at Award

Date	Subjects to cover
Day 1 – June 28, 2023 (8 Hours)	<ul style="list-style-type: none">• What is the Business of Science?• Introduction to Flamingo• Building and Leveraging Your Network• Form your Companies• Interview #1
Day 2 – June 29, 2023 (8 Hours)	<ul style="list-style-type: none">• Communication for Scientists• Effective Team Leadership• Behavioral-based Interviewing• Project Management• Interview #2
Day 3 – June 30, 2023 (4 Hours)	<ul style="list-style-type: none">• Team Performance• Financial Literacy• Negotiating skills• Interview #3• Review• VIP Networking Reception (Virtual)<ul style="list-style-type: none">○ Building your Professional Network

10.0 INSPECTION AND ACCEPTANCE

Pursuant to FAR clause 52.212-4, all work described in the SOW to be delivered under this contract is subject to final inspection and acceptance by an authorized representative of the Government. The authorized representative of the Government is the NCI Technical Point of Contact (TPOC), who is responsible for inspection and acceptance of all services, materials, or supplies to be provided by the Contractor.

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use information and communication technology (ICT), it shall be accessible to people with

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disabilities. Federal employees and members of the public who have disabilities must have access to, and use of, information and data that is comparable to people without disabilities. Remediation of any materials that do not comply with the applicable Section 508 requirements as set forth below, shall be the responsibility of the Contractor.

Products, platforms and services delivered as part of this work statement that are ICT, or contain ICT, must conform to the Revised 508 Standards, which are located at 36 C.F.R. § 1194.1 & Apps. A, C & D, and available at <https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines>

Per Section 508 and as mandated under [HHS Policy for Section 508 Compliance and Accessibility of Information and Communications Technology \(ICT\)](#) (07/2020) all documents or electronic files provided to the NIH NCI under contract must be conformant with Section 508 standards and accessible to persons with disabilities. Conformance shall be confirmed by use of material provided at HHS [OS Factsheets & Reference Guides](#) and verified through the use of the HHS [Checklist Documents \(WCAG 2.0 Refresh\)](#); in addition, contractors and vendors are encouraged to make use of the instructional materials and checklists at [GSA Section 508.gov's Create Accessible Digital Products](#)

11.0 PAYMENT

Payment shall be made in full, upon delivery, inspection, and acceptance by the Government. Payment authorization requires submission and approval of invoices to the NCI as well as NIH OFM, in accordance with the payment provisions listed below:

The following clause is applicable to all Purchase Orders, Task or Delivery Orders, and Blanket Purchase Agreement (BPA) Calls: **Prompt Payment (Jan 2017) FAR 52.232-25.** Highlights of this clause and NIH implementation requirements follow:

I. Invoice Requirements

- A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 12, below, in addition to the requirements of FAR 32.9. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, dairy products, edible fats, or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below.) Untimely notification will be considered in the computation of any interest penalty owed the Contractor.
1. Vendor/Contractor: Name, Address, Point of Contact for the invoice

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(Name, title, telephone number, e-mail and mailing address of point of contact).

2. Remit-to address (Name and complete mailing address to send payment).
3. Remittance name must match exactly with name on original order/contract. If the Remittance name differs from the Legal Business Name, then both names must appear on the invoice.
4. Invoice date.
5. Unique invoice #s for all invoices per vendor regardless of site.
6. NBS document number formats must be included for awards created in the NBS: Contract Number; Purchase Order Number; Task or Delivery Order Number and Source Award Number (e.g., Indefinite Delivery Contract number; General Services Administration number); or, BPA Call Number and BPA Parent Award Number.
7. Unique Entity Identifier (UEI) which is in the System for Award Management (SAM) and replaces the Dun & Bradstreet Data Universal Numbering System (DUNS) number.
8. Federal Taxpayer Identification Number (TIN). In those rare cases where a contractor does not have a UEI number or TIN, a Vendor Identification Number (VIN) must be referenced on the invoice. The VIN is the number that appears after the contractor's name on the face page of the award document.
9. Identify that payment is to be made using a three-way match.
10. Description of supplies/services that match the description on the award, by line billed.
11. Freight or delivery charge must be billed as shown on the award. If it is included in the item price do not bill it separately. If identified in the award as a separate line item, it must be billed separately.
12. Quantity, Unit of Measure, Unit Price, Extended Price of supplies delivered or services performed, as applicable, and that match the line items specified in the award.

NOTE: If your invoice must differ from the line items on the award, please contact the Contracting Officer before submitting the invoice. A modification to the order or contract may be needed before the invoice can be submitted and paid.

Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order. If authorized, shipping costs must be itemized. Where shipping costs exceed \$100, the invoice must be supported by a bill of lading or a paid carrier's receipt.

- B. NIH is using a phased transition approach from the NIH Office of Financial Management (OFM) Electronic Invoice Submission instructions to the Department of Treasury's Invoice Processing Platform (IPP). This award will transition to IPP in the future. It is the Contractor/Vendor's responsibility to periodically check the [OALM IPP](#)

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website and be prepared to transition to IPP on the designated transition date.

Until the Contractor/Vendor has transitioned to IPP as specified on the [OALM IPP website](#), the Contractor/Vendor must follow step-by-step instructions as stated in the NIH/OFM [Electronic Invoicing Instructions for NIH Contractors/Vendors](#), which is included as an attachment and is on the website at <https://oamp.od.nih.gov/DGS/DGS-workform-information/attachment-files>. Questions concerning the transition to IPP should be directed to NIH-IPPinvoicing@mail.nih.gov. Questions concerning this award should be directed to the NIH Contracting Officer.

If this award is a parent indefinite delivery award or a Blanket Purchase Agreement Set-Up, then HHSAR 352.232-71 applies to all task/delivery orders or Blanket Purchase Agreement calls issued under this award.

The Contractor shall submit a copy of the electronic invoice to the following NCI TPOC:

Name- TBD at Award Email Address- TBD at Award

See Attachment 1 - NIH OFM Electronic Invoice Submission Instructions.

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

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

II. Invoice Payment

- A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
 1. The 30th day after the designated billing office has received a proper invoice.
 2. The 30th day after Government acceptance of supplies delivered or services performed.
- B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

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III. Interest Penalties

- A. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.
 1. A proper invoice was received by the designated billing office.
 2. A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with a term or condition.
 3. In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.
- B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.

IV. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS, FAR 52.232-40 (November 2021)

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

V. HHSAR 352.232-71 Electronic Submission of Payment Requests (February 2, 2022)

- (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 identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including

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

12.0 PURCHASE ORDER CLAUSES

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Dec 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate 1* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).
- (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [Reserved].
- (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

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- ___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).
- ___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- ___ (10) [Reserved].
- ___ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ([15 U.S.C. 657a](#)).
- ___ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (13) [Reserved]
- ___ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
 - ___ (ii) Alternate I (MAR 2020) of [52.219-6](#).
- ___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
 - ___ (ii) Alternate I (MAR 2020) of [52.219-7](#).
- ___ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).
 - ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
 - ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
 - ___ (iv) Alternate III (JUN 2020) of [52.219-9](#).
 - ___ (v) Alternate IV (SEP 2021) of [52.219-9](#).
- ___ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
 - ___ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ([15 U.S.C. 637s](#)).
- ___ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).
- ___ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).
 - ___ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- ___ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

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- ___ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).
- ___ X (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- ___ X (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
 - ___ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- ___ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
 - ___ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- ___ X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
 - ___ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- ___ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ___ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ___ X (35) (i) [52.222-50](#), Combating Trafficking in Persons (Nov2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
 - ___ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989).
(Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- ___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ___ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- ___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (Jun2014) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
- ___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (Jun 2014) of [52.223-16](#).
- ___ X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- ___ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

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- (ii) Alternate I (JAN 2017) of [52.224-3](#).
- (48) [52.225-1](#), Buy American-Supplies (Nov 2021) ([41 U.S.C. chapter 83](#)).
- (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ([41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- (ii) Alternate I (JAN 2021) of [52.225-3](#).
- (iii) Alternate II (JAN 2021) of [52.225-3](#).
- (iv) Alternate III (JAN 2021) of [52.225-3](#).
- (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302Note](#)).
- (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
- (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).
- (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).
- (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).
- (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
- (ii) Alternate I (APR 2003) of [52.247-64](#).
- (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter67](#)).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

STATEMENT OF WORK (SOW)

- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- _X_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- ___ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- ___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- ___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

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- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (xiii) (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).
(B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
(B) Alternate I (JAN 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

STATEMENT OF WORK (SOW)

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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 this/these address(es): <http://www.acquisition.gov/far/> and/or <http://www.hhs.gov/policies/hhsar/>.

CLAUSE NO.	TITLE	DATE
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
FAR 52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
FAR 52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	DEC 2022
FAR 52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021
FAR 52.247-35	F.O.B DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR 1984
HHSAR 352.222-70	CONTRACTOR COOPERATION IN EQUAL EMPLOYMENT OPPORTUNITY INVESTIGATIONS	DEC 2015
HHSAR 352.227-70	PUBLICATIONS AND PUBLICITY	DEC 2015
HHSAR 357-237-74	NON-DISCRIMINATION IN SERVICE DELIVERY	DEC 2015

13.0 SOLICITATION PROVISIONS

FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

STATEMENT OF WORK (SOW)

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) *Representation.* The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument. (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):<http://www.acquisition.gov/far/> and/or <http://www.hhs.gov/policies/hhsar/>.

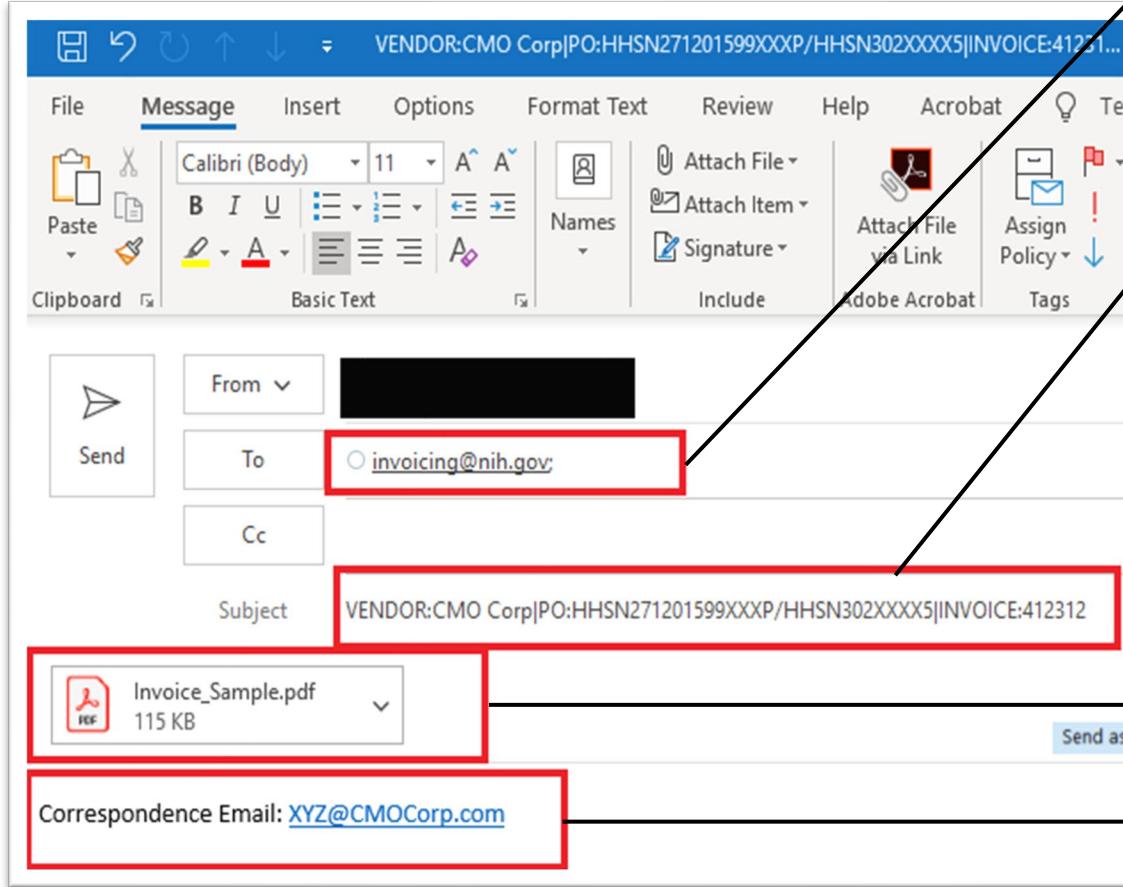
PROVISION NO.	TITLE	DATE
FAR 52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS- REPRESENTATION	JAN 2017
FAR 52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
FAR 52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
FAR 52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	AUG 2020
FAR 52.204-20	PREDECESSOR OF OFFEROR	AUG 2020
FAR 52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
FAR 52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV 2021
FAR 52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION	NOV 2015
FAR 52.209-11	REPRESENTATION BY CORPORATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW	FEB 2016

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FAR 52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
FAR 52.212-2	EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2021
FAR 52.223-22	PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS – REPRESENTATION	DEC 2016

Instructions for Submitting Electronic Invoices via Email to the NIH Office of Financial Management (OFM) Effective April 23, 2020 (Updated April 21, 2022)

4 Steps to Create the Invoice Submission Email



Step 1:

Send invoices to the following email address:
invoicing@nih.gov

Step 2:

Subject line must follow this format for the invoice you are submitting (see **note*** below)

Step 3:

Attach the invoice to the email as either a PDF or Word document. See Reminders below.

Step 4:

In the body of the email, type "Correspondence Email:" followed by your email address.

PLEASE READ THE BELOW INSTRUCTIONS THOROUGHLY BEFORE SUBMITTING YOUR INVOICE ELECTRONICALLY.

***Note:** The key words (**Vendor**, **PO**, and **Invoice**), Colon (:) character following the keywords and the **PIPE (|)** character must be present to identify the information. The pipe (|) character is entered by pressing and holding the shift key and the backslash (\) key at the same time. The term "PO" is being used as a generic term to identify the award number [purchase order, contract, Blanket Purchase Agreement (BPA) call, task or delivery order] and must be used in the subject line, regardless of the specific type of your award.

Instructions for Submitting Electronic Invoices via Email to the NIH Office of Financial Management (OFM) Effective April 23, 2020 (Updated April 21, 2022)

How to Properly Format the Subject Line of Your Email

EXAMPLE 1 – If Your Contract Includes a Contract Number AND an Order Number or Call Number:

Vendor: Name of the Contractor or Vendor|PO:Contract Number/Order Number or Call Number|Invoice:9999999

EXAMPLE 2 – If Your Contract ONLY Includes a Contract Number:

Vendor: Name of the Contractor or Vendor|PO:Contract Number|Invoice:9999999

EXAMPLE 3 – If Your Contract ONLY Includes an Order Number:

Vendor: Name of the Contract or Vendor|Order Number|Invoice:99999999

Screenshot of How to Locate the Contract Number and Order Number on Your SF 1449

(SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Form)

The screenshot below shows where the Contract Number and Order Number are located on the SF 1449. The SF 1449 is provided to you by the NIH Contracting Officer upon awarding the contract. Please use the information on your SF 1449 to populate the correct Contract Number and Order Number in the subject line of your email invoice submission.

The Contract Number is required to process all invoices. The Contract Number is the same as the “PO” on the invoice email subject line. The Order Number is only applicable for certain contracts and can be found in field number 4, on the SF 1449 form. If your SF 1449 does not include an Order Number, then follow EXAMPLE 2 above to ensure the Subject line of your email is properly formatted.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					
2. CONTRACT NO. (A)	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER (B)	1. REQUISITION NUMBER	PAGE 1 OF	
7. FOR SOLICITATION INFORMATION CALL: ►	a. NAME		5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
9. ISSUED BY	CODE		b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME	
10. THIS ACQUISITION IS			% FOR:		
<input type="checkbox"/> SMALL BUSINESS			UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: WOMEN-OWNED SMALL BUSINESS		
<input type="checkbox"/> HUBZONE SMALL BUSINESS			<input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: _____		
<input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS			<input type="checkbox"/> EDWOSB		
			SIZE STANDARD: _____		
			<input type="checkbox"/> R / A		

Instructions for Submitting Electronic Invoices via Email to the NIH Office of Financial Management (OFM) Effective April 23, 2020 (Updated April 21, 2022)

Screenshot of How to Locate the Contract Number on Your SF 1447 (SOLICITATION/CONTRACT Form)

The screenshot below shows where the Contract Number is located on the SF 1447. The SF 1447 is provided to you by the NIH Contracting Officer upon awarding the contract. Please use the information on your SF 1447 to populate the correct Contract Number in the subject line of your email invoice submission.

The Contract Number is required to process all invoices. The Contract Number is the same as the "PO" on the invoice email subject line.

Contract Number

SOLICITATION/CONTRACT <i>BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27</i>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. SOLICITATION NUMBER	5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS <input type="checkbox"/> NEGOTIATED (RFP)	6. SOLICITATION ISSUE DATE	
7. ISSUED BY	CODE		8. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) <input type="checkbox"/> NAICS: NO COLLECT CALLS <input type="checkbox"/> SIZE STANDARD:		

Screenshot of How to Locate the Contract Number and Release Number on Your OF 347 (ORDER FOR SUPPLIES OR SERVICES Form)

The screenshot below shows where the Contract Number and Order Number are located on the OF 347. The OF 347 is provided to you by the NIH Contracting Officer upon awarding the contract. Please use the information on your OF 347 to populate the correct Contract Number (if any) and Order Number in the subject line of your email invoice submission.

The Order Number is required in order to process all invoices. If there is no Contract Number, the Order number is the same as the "PO" on the invoice email subject line. The Contract Number is only applicable for certain contracts and can be found in field number 2, Contract Number, on the OF 347 form. If your OF 347 does not include a Contract Number, then follow EXAMPLE 3 on page 2 to ensure the Subject line of your email is properly formatted.

Task Order Number **Contract Number**

ORDER FOR SUPPLIES OR SERVICES			PAGE OF PAGES
IMPORTANT: Mark all packages and papers with contract and/or order numbers.			
1. DATE OF ORDER	2. CONTRACT NUMBER (If any)		6. SHIP TO:
3. ORDER NUMBER	4. REQUISITION/REFERENCE NUMBER		a. NAME OF CONSIGNEE
5. ISSUING OFFICE (Address correspondence to)			b. STREET ADDRESS
7. TO:			c. CITY
			d. STATE
			e. ZIP CODE
f. SHIP VIA			
g. NAME OF CONTRACTOR			

Instructions for Submitting Electronic Invoices via Email to the NIH Office of Financial Management (OFM) Effective April 23, 2020 (Updated April 21, 2022)

Subject Line Examples

For your reference, below is a chart listing examples of the correct and incorrect subject lines. Note: These are just examples, you must enter the applicable information for the invoice you are submitting.

Subject Line	Correct	Incorrect
Vendor: XYZ Corp PO:HHSN299202000053J/75X98019S00848 Invoice:XYASAD	✓	
XYZ Corp PO # HHSN299202000053J \75X98019S00848 Invoice # XYASAD		✗
XYZ Corp HHSN299202000053J \75X98019S00848 Invoice # XYASAD		✗
XYZ Corp HHSN299202000053J \75X98019S00848 XYASAD		✗
Vendor: XYZ Corp,PO: HHSN299202000053J \75X98019S00848,Invoice:XYASAD		✗
Vendor: XYZ Corp PO:HHSN299202000053J Invoice:XYASAD	✓	
Vendor: XYZ Corp PO:HHSN311201600011U Invoice:XYASAD	✓	

Reminders

- Effective December 1, 2020, OFM will no longer accept hard copy vendor invoices sent to the OFM billing office via any shipping services (i.e., USPS, FedEx, UPS, DHL, etc.) or those delivered by any in-person drop off. OFM will not accept any invoices postmarked and/or delivered in-person on/after December 1, 2020. Please follow the electronic submission instructions on page 1. Failure to follow the above electronic submission instructions will result in invoice processing delays.
- Only invoices should be sent to the following mailbox: invoicing@nih.gov. Please do not send emails to this mailbox requesting a status of your invoice(s) and do not include the invoicing@nih.gov email address in your correspondence with NIH Institutes/Centers.
- You must submit only **one** invoice per email.
- Follow the system size limits that apply to the email and each invoice: individual email attachments cannot exceed 5 megabytes each; and the email plus all attachments cannot exceed a total of 30 megabytes.
- Clearly identify a valid and complete contract number on each invoice.
- Clearly identify an accurate Unique Entity Identifier (UEI) number on each invoice.
- DO NOT include confidential information such as Social Security Numbers (do not include TIN if it is a Social Security Number).

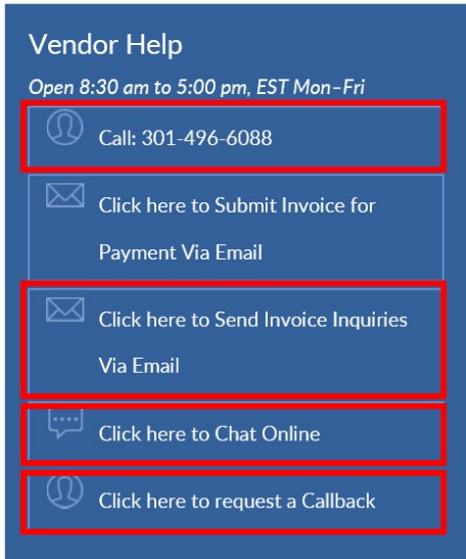
The invoice attached to the email must be in a PDF or Word format. The date/time that a valid invoice is submitted electronically to the email box (invoicing@nih.gov) will be the same date/time logged as the invoice is received by NIH.

Questions?

Please direct inquiries regarding the status of invoices such as receipt of invoices, due date, or payment of invoices to the OFM Customer Service Office. The OFM Customer Service contact information and of methods to contact are available at the following OFM website <https://ofm.od.nih.gov/Pages/Customer-Service.aspx> and below.

Instructions for Submitting Electronic Invoices via Email to the NIH Office of Financial Management (OFM) Effective April 23, 2020 (Updated April 21, 2022)

The Customer Service Office is open Monday – Friday from 8:30 am to 5:00 pm (Eastern Standard Time) and is closed daily between 12:00 pm to 1:00 pm (Eastern Standard Time). The Customer Service Office phone number is 301-496-6088.



Instructions for Contractor/Vendor Courtesy Copy Electronic Invoice Submission to the Contracting Officer (CO):

The Contractor/Vendor shall send a cc: copy to the NIH Contracting Officer and the NIH Contracting Officer's Representative (COR) stated in the award and the NIH Program point of contact when submitting the invoice to NIH/OFM for payment.

The Offeror makes the following representations as a part of its proposal (check/complete all approximate boxes or blanks on the following pages).

(Name of the Offeror)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS (Dec 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395](#)(b), applied in accordance with the rules and definitions of [6 U.S.C. 395](#)(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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.

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 electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000](#)(b)(1)(ii). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that—

(i) It is, is not a small business concern; or

(ii) It is, is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and [\(b\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.*]

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that—

(i) It is, is not a service-disabled veteran-owned small business concern; or

(ii) It is, is not a joint venture that complies with the requirements of [13 CFR 125.18\(b\)\(1\)](#) and [\(2\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

(6) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it is, is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___.]

(7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it is, is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ___.]

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see [13 CFR 126.200\(e\)\(1\)](#)); and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions*
(31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with

respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. _____

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g) (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

Line Item No.	Country of Origin
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR [25.105](#)).

Line Item No. _____

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.*
If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Israeli End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.*
If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that

there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
---------------------------	-----------------------------------

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror does does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror does does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation*. The Offeror represents that–

- (i) It is, is not an inverted domestic corporation; and
- (ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror–

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if–

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax

liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: _____.

(*Do not use a "doing business as" name.*)

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ([12.301\(d\)\(1\)](#)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a

Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that-

(i) It does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

Alternate I (Oct 2014). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.