

DATE: July 28, 2021

TO: NCI Bid Board

FROM: John Russell, Contract Specialist
NCI/OA/SAB

SUBJECT: Bid Board Posting for a Requirement Titled: Transportation Services for the NCI Office of the Director

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 and attached to this notice, and under the authority to use simplified acquisition procedures for commercial items as provided in FAR 13.106. This announcement constitutes the only notice and a separate written solicitation will not be issued. This notice is issued as a request for quote (RFQ) and includes all applicable provisions and clauses in effect through FAR FAC 2021-06 (07-12-2021) simplified acquisition procedures for commercial items.

The North American Industry Classification System code is 611430 and the business size standard is \$11 million.

BASIS FOR AWARD, EVALUATION & SUBMISSION INSTRUCTIONS

The purchase order will be awarded to the firm that submits the Lowest Price Technically Acceptable (LPTA) quotation. A technically acceptable quote is one in which the quoter(s) complies with the Statement of Need (SON) and does not take exception, nor object to any of the terms of the RFQ. Quotes that are not technically acceptable will not be considered for award. Award will be made on an all or none basis.

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 Contractor. 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

This Request for Quote (RFQ) does not commit the Government to pay any of the costs associated with the preparation and submission of your quote. In addition, the Contracting Officer is the only individual authorized to legally commit the Government to the expenditure of public funds in connection with this requirement. By submitting a quote in response to this solicitation, it is understood that your quote shall become part of the official contract file.

Quotes must stipulate that it is predicated upon all the terms and conditions of this Request for Quote (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 **30 days** from the date of receipt thereof by the Government.

Quotes must be submitted with a completed copy of FAR 52.204-24 and 52.204-26 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, located in section 11.0 of the Statement of Work.

Price Quote:

The quoter shall prepare a price quotation that contains all information necessary to allow for a comprehensive evaluation of the prices quoted. The quote must contain the following information:

- a. Federal Tax Identification Number (TIN);
- b. Data Universal Numbering System (DUNS) Number;
- c. Business Size (e.g., small or large)

Quotes must be submitted electronically (via email) to the Contract Specialist, John Russell, at john.russell3@nih.gov in MS Word or Adobe Portable Document Format (PDF), **no later than 11:00 A.M. EST Friday, August 06, 2021 (08/06/2021)**. Please reference 75N91021Q00141 on all correspondence.

ATTACHED DOCUMENTS:

SF-18

Statement of Work (SOW)

Electronic Invoicing Instructions

*FAR 52.204-24 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

FAR 52.204-25 - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020) - incorporated by reference under Clause 52.212-5 (JUL 2021).

*FAR 52.204-26 – Covered Telecommunications Equipment or Services – Representation (OCT 2020)

FAR 52.212-4 - Contract Terms and Conditions -- Commercial Items (OCT 2018)

FAR 52.212-5 - Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial. (JULY 2021)

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 1 PAGES	
1. REQUEST NUMBER 75N91021Q00141		2. DATE ISSUED 07/28/2021		3. REQUISITION/PURCHASE REQUEST NUMBER 6017111	
4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING			
5a. ISSUED BY NIH/NCI-OA 9609 Medical Center Drive, Room 1E124, Rockville, MD 20850				6. DELIVER BY (Date) 08/06/2021	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)					
NAME John Russell, Contract Specialist		TELEPHONE NUMBER AREA CODE 240 NUMBER 276-6892		7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
8. TO:				9. DESTINATION	
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE	
c. STREET ADDRESS				b. STREET ADDRESS	
d. CITY				c. CITY Rockville	
e. STATE MD		f. ZIP CODE 20850		d. STATE MD e. ZIP CODE 20850	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)		IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so 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 service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.			
11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NUMBER (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	<p>Transportation Services for the NCI Office of the Director, in accordance with the attached Statement of Work (SOW)</p> <p>Quotes must be submitted electronically (via email) to Contract Specialist, John Russell at John.Russell3@nih.gov in MS Word or Adobe Portable Document Format (PDF), no later than 11:00 A.M. EST Friday, August 06, 2021 (08/06/201).</p> <p>Please reference 75N91021Q00141 on all correspondence.</p> <p>The award shall be a Firm-Fixed-Price Purchase Order for severable services.</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 <input type="checkbox"/> are <input type="checkbox"/> 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			16. SIGNER		
b. STREET ADDRESS			a. NAME (Type or print)		b. TELEPHONE
c. COUNTY					AREA CODE
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)	NUMBER

1.0 TITLE

Transportation Services for the NCI Office of the Director

2.0 BACKGROUND

The Department of Health and Human Services (DHHS), National Institutes of Health (NIH), National Cancer Institute (NCI) Director, NCI Deputy Director, Division Directors, Executive Officer and Deputy EO are required to attend Congressional budget hearings, meet with international dignitaries, and speak at various meetings in and around the DC metro area. Due to the importance of these meetings and the valuable time of the Director, Deputy Director and other NCI leadership mentioned above, it is imperative that these individuals be able to spend as little time traveling to these meetings as possible. Having a driver available on call during regular business hours between 8:00AM and 5:00PM, as well as after business hours periodically and at a moment's notice for this purpose has been found to be the most effective solution.

2.1 OBJECTIVE

The purpose of this acquisition is to procure transportation services for the NCI Director and NCI Deputy Director; Division Directors; Executive Officer, and Deputy EO.

3.0 SCOPE

The Contractor shall dispatch an insured licensed driver to transport the Director and other key NCI staff members to designated destinations in and around the Washington, D.C. metro area, including Maryland and Virginia. As such, a good working knowledge of the locations of various government offices, Capitol Hill and traffic patterns in the metropolitan area is required. The dispatched driver shall operate a sedan and other NCI owned vehicles when the primary vehicle is not available to accommodate the National Cancer Institute.

The Contractor shall plan for driving time to be 16 hours per week. Trips vary from drives within the NIH campus to drives to and from destinations such as NCI Ft. Detrick, the Pentagon, the White House, the Department of Health and Human Services Humphrey Building, and Capitol Hill in the District of Columbia. An estimate of 8 overtime hours may be provided per month for transportation needs outside of the normal business hours, including the weekend.

4.0 CONTRACT REQUIREMENTS/ AND PERSONNEL QUALIFICATIONS

The Contractor shall:

- Provide a dispatch point of contact and telephone number to allow the NCI Director's support staff to request the services of a driver.
- Ensure the dispatch point of contact shall be available outside of normal working hours and reachable via wireless email access.
- Plan for driving time to be 16 hours per week.
- Coordinate with the NCI Director's support staff every Monday morning by 9:00 A.M. EST to determine approximately how many trips will be required for the coming week and plan accordingly. Changes to the schedule shall be communicated by the NCI Director's support staff and shall be addressed by the Contractor.
- Be able to dispatch a driver on short notice (notice may be as little as fifteen (15) minutes).
- Be able to dispatch a driver outside of normal working hours.

- Dispatch a driver that has a good working knowledge of the locations of various government offices, Capitol Hill, and traffic patterns in the metropolitan area.

The Contractor shall adhere to the following:

4.1 Contractor-Operated Motor Vehicles

- The Contractor shall use the motor vehicle for official government purposes only.
- The Contractor shall complete the NIH Form 1382-2 Motor Vehicle Trip Ticket annually.
- Smoking is prohibited in all Government and leased passenger vehicles. This policy includes vehicles assigned to NCI.
- Authority to operate any motor vehicle may be suspended or revoked for cause at any time. The authority shall not be restored until the operator involved has been found to be fully qualified. Records of such suspensions shall be annotated and recorded in the driver's qualification record.

4.2 Safety Belts

- The Contractor shall ensure that all occupants of the vehicle comply with Executive Order 12566, "Safety Belt Use Requirements for Federal Employees," which mandates use of safety belts in Federal vehicles and on Federal property and Executive Order 13043.

4.3 Safe and Proper Operation of Motor Vehicles

- Drivers operating issued motor vehicles are responsible for the safe and proper operation of the vehicle, including:
 - Performing a pre-operational inspection of the vehicle to assure that all safety equipment (lights, wipers etc.) are operational and that all fluids are within operating manual requirements.
 - Observing traffic and parking regulations (vehicle operators are responsible for any and all fines associated with traffic and parking violations);
 - Complying with the "Government Vehicle Operator's Guide to Operating Responsibility, Service Requirements and Emergency Procedures" booklet in the glove compartment of the vehicle. This booklet contains accident reporting procedures and instructions for paying for fuel and other needed services or repairs. The NCI is responsible for reimbursing all other incidental expenses (e.g., parking fees, tolls) through the Form SF 1164 "Claim for Reimbursement for Expenditures on Official Business."
- The Contractor shall take additional precautions when driving in special conditions, such as at night, during the winter, in fog, and on freeways. Drivers are required to drive defensively and to be prepared for the mistakes of others.

4.4 Security Procedures for Vehicles

- Security of Government vehicles is, primarily, the responsibility of the operator. All vehicle operators will:
 - Lock the vehicle when it is not in use.
 - Remove keys from the ignition of an unattended vehicle.
 - Close all the vehicle windows when it is not in use.
 - Park the vehicle in a well-lit area.

- Immediately report any suspicious activity to the NIH police or the local police department if the vehicle is located off-campus.

4.5 Official Use of Motor Vehicles

- Government motor vehicles shall be used only for official purposes. Government vehicles shall not be used for transportation between an individual's home and place of employment without the expressed written approval of the Secretary of Health and Human Services.
- Federal, HHS and NIH regulations prohibit the use of vehicles as transportation to or from unofficial activities including, but not limited to trips to banks, credit unions and stores. This prohibition includes stopovers for personal reasons during official trips.
- All Government-owned and leased motor vehicles shall be operated and used by HHS officers, employees and Contractors in a manner that does not bring discredit or public ridicule to the Department, or the appearance of impropriety.

4.6 Handheld Phones and other Wireless Devices

- The General Services Administration's (GSA) FMR Bulletin B-2 discourages the use of handheld wireless phones while operating Government Vehicles. Several states and local jurisdictions have made it illegal to use handheld wireless phones while operating a motor vehicle.
- To enhance motor vehicle safety, anyone operating a Government vehicle is not permitted to use a hand-held wireless phone or other wireless devices while the vehicle is moving. If the operator of a Government vehicle is ticketed or involved in an accident due to the use of a handheld phone or other device, the operator will be fully responsible for any legal action that may result.
- Motor vehicle operator shall park vehicles to use handheld wireless phones or other wireless devices. Use in moving vehicles is prohibited.

4.7 Reporting Accidents

- All motor vehicle accidents shall be reported to the NIH Fleet Manager. Accidents that have been determined to be the fault of the government motor vehicle operator may be reviewed by a Vehicle Board of Survey. If gross negligence has been determined, a copy of the results of the Board of Survey shall be provided to the Department Fleet Manager.
- Standard Form 91, Motor Vehicle Accident Report, or suitable NIH form should be completed by the vehicle operator at the time and scene of the accident, even if damage to the vehicle is not noticeable. In addition, a Standard Form 94, Statement of Witness, should be completed by any witness to the accident.
- Pursuant to 41 CFR 101-39.401, the vehicle operator must notify the following authorities immediately:
 - Federal, state and local authorities, as required by law.

- The vehicle operator's supervisor or Contracting Officer.
- The vehicle operator must make no admission of fault regarding the vehicle accident except to his/her supervisor or Government investigating officer.
- Accidents involving motor vehicle managed by the GSA Fleet must be reported to GSA in accordance with FPMR 101-39.4. – See web address <https://policymanual.nih.gov/26101-38> or <http://olao.od.nih.gov/division-logistics-services/transportation-managementbranch/government-vehicles-agency-assigned#vehicleUsage>

5.0 TYPE OF ORDER

This is a firm fixed price purchase order for severable services. Funds are only available for use for the line item to which they are obligated. Unused funds from one period (line item) may not rollover for use in other periods.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be from September 1, 2021 through August 31, 2022.

7.0 PLACE OF PERFORMANCE

National Institutes of Health
National Cancer Institute
9000 Rockville Pike
Bethesda MD, 20892

Trips vary from drives within the NIH campus to drives to destinations such as NCI Ft. Detrick, Pentagon, White House, Health and Human Services Humphrey Building, and Capitol Hill in the District of Columbia.

8.0 INSPECTEION AND ACCEPTANCE

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

Regardless of format, all digital content or communications materials produced as a deliverable under this contract, shall conform to applicable Section 508 Standards to allow Federal employees and members of the public with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by Federal employees or by members of the public who are not individuals with 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.

HHS guidance regarding accessibility of documents can be found at:
<https://www.hhs.gov/web/section-508/index.html>

Federal government-wide guidance regarding accessibility of documents can be found at <https://www.section508.gov/>, including the documents describing the preferred method of authoring and testing documents produced in Microsoft Word 2013 or later, Microsoft Excel, and files formatted as PDF.

All written deliverable products shall be submitted in draft format for review, comment and approval by the TPOC. Final copies of approved drafts shall be delivered to the TPOC within 3 business days after receipt of the Government's comments.

All written draft and final deliverable products shall be submitted in electronic copy for review and comment. If requested, final deliverable products shall be submitted in an electronic format. Other quantities and formats may be submitted after prior approval from the TPOC.

All deliverables shall be sent electronically (Microsoft Excel 2013, Microsoft Excel, or Adobe Portable Document Format (PDF)), unless otherwise approved by the TPOC) per the following deliverable schedule contained in Section 11.0 below.

9.0 REPORT(S)/DELIVERABLES AND DELIVERY SCHEDULE

A report of the number of trips taken each month, and number of hours driven shall be submitted electronically to the NCI Technical Points of Contact (TPOC). Reports must be provided in Microsoft Word or Excel, every three months, per the following deliverable schedule:

DELIVERABLE	DELIVERABLE DESCRIPTION / FORMAT REQUIREMENTS	DUE DATE
1	Number of Trips and Hours Driven Report for the months September, October, and November in MS Word or Excel format.	12/15/2021
2	Number of Trips and Hours Driven Report for the months December, January, and February in MS Word or Excel format.	03/15/2022
3	Number of Trips and Hours Driven Report for the months March, April and May in MS Word or Excel format.	06/15/2022
4	Number of Trips and Hours Driven Report for the months June, July and August in MS Word or Excel format.	08/31/2022

TPOC:

T.B.D at Award
Email: T.B.D at Award
Phone: T.B.D at Award

9.0 PAYMENT

Payment shall be made *monthly in arrears*. Payment authorization requires submission and approval of invoices to the TPOC and NIH OFM, in accordance with the attached 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 taken into account in the computation of any interest penalty owed the Contractor.
1. Vendor/Contractor: Name, Address, Point of Contact for the invoice (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. Data Universal Numbering System (DUNS) or DUNS + 4 as registered in the System for Award Management (SAM).
 8. Federal Taxpayer Identification Number (TIN). In those exceptional cases where a contractor does not have a DUNS 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.

- B. 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.
- C. The Contractor shall submit invoice to the [National Institutes of Health \(NIH\)/Office of Financial Management](#) (OFM) via email at invoicing@nih.gov with a copy to the approving

official, as directed below. The Contractor must follow step-by-step instructions as stated in the NIH/OFM [Electronic Invoicing Instructions for NIH Contractors/Vendors](https://oamp.od.nih.gov/DGS/DGS-workform-information/attachment-files), which is included as an attachment on the website at <https://oamp.od.nih.gov/DGS/DGS-workform-information/attachment-files>. The invoice shall be transmitted as an attachment via email to the address listed above in one of the following formats: Word, or Adobe Portable Document Format (PDF). The Contractor must submit only **one** invoice per email. Do not submit supporting documentation (e.g., receipts, time sheets, vendor invoices, etc.) with your invoice unless specified elsewhere in the contract or requested by the Contracting Officer.

The Contractor shall submit a copy of the electronic invoice to the following Contracting Officer's Representative / Technical Point of Contact:

Technical Point of Contact (TPOC)

Name- _____ Email Address- _____

For inquiries regarding the status of invoices, contact [OFM Customer Service](mailto:ofm_customer_service@incontactemail.com) 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.

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 (December 2013)

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

10.0 PURCHASE ORDER CLAUSES

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JUL 2021)

(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 items:

- (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 (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (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 items:

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([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).

___ (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. (JUN 2020) ([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) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-3](#).

 X (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (ii) Alternate I (MAR 2020) of [52.219-4](#).

___ (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 (JUN 2020) ([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 (JUN 2020) 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 (MAR 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).

___ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (JAN 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657f](#)).

___ (22)(i) [52.219-28](#), Post Award Small Business Program Representation (NOV 2020) ([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 (MAR 2020) ([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 (MAR 2020) ([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 (MAR 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).

X (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (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 (OCT 2020) ([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 (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [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 (JUN 2014) 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 (JUN 2016) (E.O. 13693).
- ___ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (JAN 2017) of [52.224-3](#).
- ___ (48) [52.225-1](#), Buy American-Supplies (JAN 2021) ([41 U.S.C. chapter 83](#)).
- ___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021) ([41 U.S.C. chapter 83](#), [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 (MAY 2014) of [52.225-3](#).
- ___ (iii) Alternate II (MAY 2014) of [52.225-3](#).
- ___ (iv) Alternate III (MAY 2014) 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. 2302 Note](#)).
- ___ (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 Items (FEB 2002) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

___ (57) [52.232-30](#), Installment Payments for Commercial Items (JAN 2017) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

___ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) ([31 U.S.C. 3332](#)).

X (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 (FEB 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (FEB 2006) 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 items:

X (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

X (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](#)).

___ (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](#)).

___ (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 Under Executive Order 13658 (NOV 2020).

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (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 (1) in a subcontract for commercial items. 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 (JUN 2020) ([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)

- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (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 (OCT 2020) ([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 (MAY 2014) ([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 (OCT 2015) (E.O. 12989)
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).

- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (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 € of FAR clause [52.226-6](#).
- (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

(End of clause)

52.252-2 Clauses Incorporated by Reference.

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):

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

FEDERAL ACQUISITION REGULATION (FAR) – CLAUSES INCORPORATED BY REFERENCE:

<u>Clause No.</u>	<u>Title</u>
FAR 52.204-13	System for Award Management Maintenance (OCT 2018)
FAR 52.204-18	Commercial and Government Entity Code Maintenance (AUG 2020)
FAR 52.212-4	Contract Terms and Conditions- Commercial Items (OCT 2018)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

HEALTH AND HUMAN SERVICES ACQUISITION REGULATION (HHSAR) – CLAUSES INCORPORATED BY REFERENCE:

<u>Clause No.</u>	<u>Title</u>
HHSAR 325.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations (DEC 2015)
HHSAR 352.227-70	Publications and Publicity (DEC 2015)
HHSAR 352.237-74	Non-Discrimination in Service Delivery (DEC 2015)

11.0 PRUCAHSE ORDER PROVISIONS

FAR 52.204-24 Representations Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "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" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *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".

(d) *Representation.* The Offeror represents that—

(1) It will, ☐ will ☐ not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(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 use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

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):

www.acquisition.gov/browse/index/far

(End of provision)

FEDERAL ACQUISITION REGULATION (FAR) – PROVISIONS INCORPORATED BY REFERENCE:

<u>Provision No.</u>	<u>Title</u>
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 52.204-22	Alternative Line Item Proposal (JAN 2017)
FAR 52.212-1	Instructions to Offerors Commercial Items (JUN 2020)
FAR 52.212-2	Evaluation Commercial Items (OCT 2014)
FAR 52.212-3	Offeror Representations and Certifications-Commercial Items (FEB 2021)

(END OF PROVISIONS)



National Institutes of Health

Office of Management

To: All National Institutes of Health (NIH) Contractors/Vendors

Date: November 4, 2020

Subject: NIH Will No Longer Accept Hard Copy Invoices Effective December 1, 2020

Dear NIH Contractors/Vendors,

On April 1, 2020, in response to the COVID-19 pandemic, the National Institutes of Health (NIH)/Office of Financial Management (OFM) implemented an electronic invoice submission solution, which allows contractors/vendors to submit their invoices electronically via email. The electronic invoice submission solution also allows OFM accounts payable representatives to process invoices for payment securely and in a timely manner. The new electronic invoice submission solution has streamlined the invoicing process resulting in faster processing times by OFM staff and faster payments to our contractors/vendors. Currently, OFM is receiving approximately 80% of invoices via the new electronic invoice submission solution.

This email is to notify you that effective December 1, 2020, OFM will no longer accept hard copy contractor/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 is requiring that all contractors/vendors submit their invoices for payment processing using the electronic invoice submission solution via email at invoicing@nih.gov. For your convenience, attached are step-by-step instructions, which must be followed, to ensure your invoices are submitted using the correct format to facilitate accurate and timely payments. OFM will **not** accept any invoices postmarked and/or delivered in-person on/after December 1, 2020.

The new electronic invoice submission solution is preparing NIH/OFM for the implementation of Treasury's Invoice Processing Platform (IPP) (eInvoicing), scheduled to be rolled-out throughout the Department of Health and Human Services (HHS) in December 2021.

OFM's Customer Service Office is here to help. Please do not hesitate to contact us at ofm_customer_service@incontactemail.com or call us at 301-496-6088 if you have any questions or concerns regarding the electronic invoice submission process. The Customer Service Office is open Monday – Friday from 8:30 a.m. to 5:00 p.m. Eastern Standard Time and is closed daily between 12:00 p.m. to 1:00 p.m. Eastern Standard Time.

Thank you,

OFM Commercial Accounts Team

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

4 Steps to Create the Invoice Submission Email

The screenshot shows an Outlook 'Message' window. The title bar reads 'VENDOR:CMO Corp|PO:HHSN271201599XXX|HHSN302XXXX5|INVOICE:412312...'. The 'To' field contains 'invoicing@nih.gov'. The 'Subject' field contains 'VENDOR:CMO Corp|PO:HHSN271201599XXX|HHSN302XXXX5|INVOICE:412312'. The 'Attachments' section shows 'Invoice_Sample.pdf' (115 KB). The 'Correspondence Email' field contains 'XYZ@CMOCorp.com'.

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.

Step 4:

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

Step 2 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.

EXAMPLE: Vendor: name of the contractor or vendor **|PO:** Contract Number/Release Number **|Invoice:**99999999

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: Contract Number/Release Number Invoice:XYASAD	✓	
XYZ Corp PO # Contract Number\Release Number Invoice # XYASAD		✗
XYZ Corp Purchase Order # Contract Number\Release Number Invoice # XYASAD		✗
XYZ Corp Contract Number\Release Number XYASAD		✗
Vendor: XYZ Corp,PO: Contract Number\Release Number,Invoice:XYASAD		✗

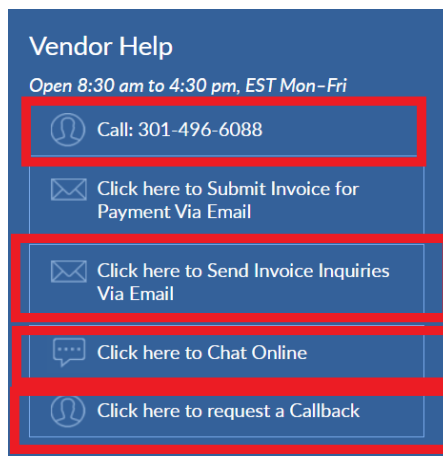
Instructions for Submitting Electronic Invoices via Email to the NIH Office of Financial Management (OFM) Effective April 23, 2020

Reminders:

- 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 a valid and complete order number on each invoice
- Clearly identify an accurate DUNS 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.

Please do not hand-deliver invoices to any NIH office. Please follow the above electronic submission instructions until further notice. In addition, please note that your contract or order will not be modified to reflect the above changes to the invoicing instructions. Failure to follow the above electronic submission instructions may result in invoice processing delays.



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

The Customer Service Office is open Monday – Friday from 8:30 am to 4:30 pm (Eastern Standard Time) and is closed daily between 12:00 pm to 1:00 pm (Eastern Standard Time).

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

The Contractor shall send the OFM-submitted invoice to the NIH Contracting Officer.