

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ: <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1	OF PAGES 9
1. REQUEST NO. 75N95022R00102	2. DATE ISSUED 09/15/2022	3. REQUISITION/PURCHASE REQUEST NO. TBD	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY NIH, National Institute on Drug Abuse (NIDA), NINDS Section			6. DELIVER BY (Date)		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)					
NAME Arun Mathur, arun.mathur@nih.gov		TELEPHONE NUMBER AREA CODE NUMBER		<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
				9. DESTINATION	
		8. TO:		a. NAME OF CONSIGNEE National Institute on Drug Abuse	
a. NAME All interested offerors		b. COMPANY		b. STREET ADDRESS 11601 Landsdown Street	
c. STREET ADDRESS				c. CITY Bethesda	
d. CITY		e. STATE	f. ZIP CODE	d. STATE MD	e. ZIP CODE 20892
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 9/20/2022, 10 A.M. EST		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 NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	This is a request for quotation of the National Institute of Neurological Disorders and Stroke (NINDS) Scientific Research Preparatory Program which is to train and support a diverse cohort of individuals, including those from backgrounds traditionally underrepresented in science, and to prepare them to be competitive applicants for the NIH Summer Internship Program (SIP) or an equivalent summer research training program in the U.S. Attachments: 1) Statement of Work 2) Summer One Curriculum 3) Supplemental Proposal Instructions 4) Technical Evaluation Criteria 5) FAR 52.213-4, Terms and Conditions 6) Invoice Instructions (w/ IPP and w/o IPP) 7) Representations & Certifications				
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 checked="" 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					
b. STREET ADDRESS			16. SIGNER		
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE AREA CODE
d. CITY		e. STATE	f. ZIP CODE	c. TITLE (Type or print)	NUMBER

REQUEST FOR QUOTATION

PART I – GENERAL INFORMATION TO RESPONDENTS

1.1. **Introduction**

This Request for Quote (RFQ) is prepared in accordance with the Federal Acquisition Regulations (FAR) Subpart 13 Simplified Acquisition Procedures. You are hereby invited to submit a quote-proposal in response to this RFQ. Respondents may submit a response in accordance with the instructions in this document.

- a. The National Institute on Drug Abuse (NIDA) has a requirement of the Scientific Research Preparatory Program is to train and support a diverse cohort of individuals, including those from backgrounds traditionally underrepresented in science, and to prepare them to be competitive applicants for the NIH Summer Internship Program (SIP) or an equivalent summer research training program in the U.S.
- b. **Acquisition Authority:** This acquisition is being conducted under Federal Acquisition Regulations (FAR) Part 13 – Simplified Acquisition Procedures and is not expected to exceed the simplified acquisition threshold, which is \$250,000. The resultant contract award will include all applicable provisions and clauses in effect through Federal Acquisition Circular 2022-07, dated 08/10/2022.
- c. **North American Classification System (NAICS) Code: 611310** Colleges, Universities, and Professional Schools; **Small Business Size Standard:** \$30.5M
- d. **Set-aside Status:** No restrictions, Full and Open Competition
- e. **Competition Status:** Competitive

2.1. **Contact Points**

The contact points for this requirement are as follows:

- a. **Contracting Officer:** The Contracting Officer (CO) is the only person with authority to act as agent of the Government. Only the CO has authority to: (1) direct or negotiate any changes; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the contractor any costs incurred during the performance; or (5) otherwise change any terms and conditions of the award.

Arun Mathur

Email Address: arun.mathur@nih.gov

b. **Contracting Officer's Representative (COR)**

The following Contracting Officer Representative (COR) will represent the Government for the purpose of this contract:

[To be specified at time of award]

The COR is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor for any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change the COR designation.

3.1 **Proposal Submission**

- a. The respondent must submit its quote package (business volume, technical volume, signed FAR provisions at 52.204-26 and 52.204-24 pursuant to FAR 4.2103 Procedures) to arun.mathur@nih.gov by 10:00 A.M., Eastern Standard Time, on 09/20/2022.

The request for quote number and the respondent's company name must be referenced in the subject line of the email transmission.

- b. The quote must be signed by an authorized signatory authority of the company.
- c. Your quote package should include:
- 1) Business Volume
 - 2) Technical Volume

See attached Supplemental Proposal Instructions for details on how to prepare your quote package.

4.1 **Request for Clarification/Questions**

- a. Requests for clarification/solicitation questions may be submitted electronically to the Contracting Officer not later than 12 P.M., Eastern Standard Time on Friday, September 16, 2022.
- b. When submitting requests for clarification, respondents must cite the relevant section, paragraph, and page number. Questions should be written in a way that enables clear understanding of the respondents' issues or concerns. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries and will not be provided a response. Further, respondents are reminded that the Contracting Officer will not address hypothetical questions aimed at receiving a potential "evaluation decision."
- c. Respondents may submit no more than ten (10) questions for clarification.
- d. Written responses to the questions will be provided to all respondents through an amendment to the solicitation on Contract Opportunities on SAM.gov.

5.1 **Award Date and Number of Awards**

- a. It is anticipated that one or more awards will be made from this solicitation and that the award(s) will be made on/about 09/26/2022.
- b. It is anticipated that the award(s) from this RFQ is **Firm Fixed-Price** type with an anticipated period of performance of:

Base Period: 09/30/2022 – 09/29/2023
Option Period One (1): 09/30/2023 – 09/29/2024

See attached Statement of Work for more details.

6.1 **Late Proposal Provisions**

- a. Any proposal, modification, or revision that is received at the designated Government office after the exact date and time specified for receipt of proposals is “late” and may not be considered, at the discretion of the Contracting Officer. Proposals received “late” may not be evaluated or considered for award and may be returned to the offeror.
- b. Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- c. If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

7.1 **Terms and Conditions**

- a. In responding to this RFQ, it is the respondent's responsibility to provide current, relevant, complete, and accurate information in their quotation.
- b. This RFQ does not commit the Government to pay any cost incurred in the submission of quotes-proposals or make necessary studies or designs for the preparation thereof, nor to procure or contract for the products or services.
- c. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this RFQ. Any other commitment, either explicit or implied, is invalid.
- d. A response to this RFQ is not to be considered an *offer* that can be accepted by the Government to form a binding contract. The actual purchase order is considered the *offer* by the Government to the contractor and the respondent's written acceptance of the purchase order, or the commencement of performance under the order, is the respondent's indication of their acceptance of the offer.
- e. In addition to the clauses and/or provisions of this RFQ, the resultant purchase order may include FAR Clause 52.213-4 Terms and Conditions—Simplified Acquisition (Other Than Commercial Items), and any other clauses and/or provisions required by Public Law, Executive Order, or the Health and Human Services Acquisition Regulations (HHSAR) applicable to or in effect at the time of execution of the award.
- f. **Potential award without discussions.** The Government reserves the right to issue an award(s) without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.
- g. If an award(s) will be made without conducting discussions, the respondent may be given the opportunity to clarify certain aspects of its proposal to which the respondent has not previously had an opportunity to respond or to resolve minor or clerical errors.
- h. The RFQ may be amended or canceled, as necessary, to meet the Government's requirements.
- i. All documents and deliverables described in this RFQ and amendments or modifications, shall be submitted in a professional manner and on the prime respondent's letterhead. All work (hardware, software and services) must be Year 2000 Compliant.

- j. The following FAR Provisions and Clauses are either incorporated by reference or included in full text.:

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):

<https://www.acquisition.gov/>
<https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/part-352-solicitation-provisions-contract-clauses/index.html>

(End of provision)

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):

<https://www.acquisition.gov/>
<https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/part-352-solicitation-provisions-contract-clauses/index.html>

(End of clause)

- 1) The provisions of FAR Clause 52.213-4 Terms and Conditions – Simplified Acquisition (Other Than Commercial Items or Services) – attached.
- 2) FAR 52.217-5, Evaluation of Options (July 1990)
- 3) FAR Clause 52.217-9, Option to Extend the Term of the Contract (Mar 2000)

The Government may extend the term of this contract by written notice to the Contractor within the current period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

The total duration of this contract, including the exercise of any options under this clause, shall not exceed two years.

(End of Clause)

- 4) FAR 52.227-17, Rights in Data – Special Works (Dec 2007)
- 5) HHSAR Clause 352.237-75 Key Personnel (Dec 2015)
- 6) HHSAR Clause 352.227-70, Publications and Publicity (Dec 2015)

- 7) HHSAR Clause 352.231-70 Salary Rate Limitation (Dec 2015)
- 8) FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021) and FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020) in accordance with FAR 4.2103 Procedures – attached. ***REQUIRES SIGNATURE AND RETURN WITH YOUR PROPOSAL.**

PART II – SCHEDULE OF SUPPLIES OR SERVICES

1.0. BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

The purpose of the Scientific Research Preparatory Program is to train and support a diverse cohort of individuals, including those from backgrounds traditionally underrepresented in science, and to prepare them to be competitive applicants for the NIH Summer Internship Program (SIP) or an equivalent summer research training program in the U.S. The program is designed specifically for rising freshman and sophomore undergraduate students (preferred) who have little or no prior research experience and intend to pursue a career in STEM-M (science, technology, engineering, math, and medicine). Rising juniors and seniors in high school may be considered along with an appropriate curriculum for this targeted audience. In line with the NIH's notice of their interest in diversifying the scientific workforce (<https://grants.nih.gov/grants/guide/notice-files/NOT-OD-20-031.html>), the program will contribute to the development of students at institutions that have a historical focus of serving students from underrepresented populations (i.e., minority-serving institutions) and ultimately foster their career success in the sciences. The program aims to contribute to the development of students from institutions that are underrepresented in NIH funding sources and that may lack the infrastructure to participate in NIH grant program opportunities.

2.0. DESCRIPTION / SPECIFICATIONS / WORK STATEMENT

See attached Statement of Work, Curriculum Topics, and Supplemental Proposal Instructions.

PART III – PROPOSAL INFORMATION AND INSTRUCTIONS

1.1. General

- a. Responses to this RFQ will be evaluated to determine the contractor(s) that can best meet the Government's needs at the best value. The evaluation results in assessment of the respondent's ability to successfully accomplish the requirement. Therefore, the Contractor should read the RFQ carefully before preparing their response. The response should be practical, clear, and concise; and should comprehensively address the requirements of this RFQ.
- b. Assumptions, conditions, or exceptions with any of the terms and conditions of this RFQ must be noted. If not noted, the Government will assume that no assumptions, conditions, or exceptions are made and the respondent agrees to comply with all of the terms and conditions as set forth in the RFQ.
- c. Information requested herein must be furnished in writing fully and completely in compliance with the RFQ. The information requested and the manner of submittal is essential to permit prompt evaluation of all offers on a fair and uniform basis. Simple statements of compliance (i.e., "understood", "will comply") or phrases such as "standard procedures will be used" or "well known techniques will be utilized" and other generalities, without the detailed description of how compliance will be met, may not be considered sufficient evidence that the proposal can technically meet the

project requirements. Accordingly, any proposal in which material information requested is not furnished or where indirect or incomplete answers or information are provided may be considered not acceptable.

- d. **Respondents may, at their discretion, submit alternate proposals or proposals that deviate from the RFQ provided that a proposal for performance of work, as specified in the SOW, is also submitted.** The alternate proposal may be considered if overall performance would be improved or not be compromised and if it is in the best interest of the Government. Alternate proposals or deviations from any requirements of this RFQ must be clearly identified.
- e. The quote-proposal must be signed by an official authorized to bind the respondent's organization.
- f. The Government may request clarifying information from the respondent as it relates to its proposal.
- g. The Government reserves the right to reject any or all offers or any part thereof and to waive any minor informality or irregularity in offers received.

2.1. **Evaluation of Quotes and Award Determination**

- a. The Government will evaluate all responses received using the evaluation criteria as set forth in the attached "Technical Evaluation Criteria." Each response will be evaluated in strict conformity with the evaluation factors, utilizing written critiques. The evaluation will be based upon the demonstrated capabilities of the prospective contractor(s) in relation to the needs of the project as set forth in the RFQ and Statement of Work.
- b. The price quoted will also be evaluated. A price reasonable determination will be made, and a best value analysis will be performed. The best value analysis will take into consideration the results of the technical evaluation and price evaluation. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.
- c. All aspects of the quote are subject to discussion, including price, technical approach and terms and conditions. At the completion of discussions, the contractor will ensure their technical plan and price quote reflects the mutual understandings of the requirement and if requested, submit a revised technical plan and price quote to the Contracting Officer. The Technical plan should consist of the contractor's intent and approach to this particular effort.
- d. The Government may request clarifying information from the contractor, as it relates to its quote.
- e. If an award(s) will be made without conducting discussions, contractors may be given the opportunity to clarify certain aspects of their quote or to resolve minor or clerical errors.
- f. The Government reserves the right to make a single award, multiple awards, or no award at all as a result of this RFQ. In addition, the RFQ may be amended or canceled as necessary to meet the Government's requirements.
- g. Offerors should review the attached Supplemental Proposal Instructions.

3.1 **Technical Proposal Instructions and Format**

- a. The technical proposal is the most important item in the evaluation of the

respondent's capability to perform the desired services. Therefore, the proposal must present sufficient information to reflect a thorough understanding of the work requirements and a detailed technical approach for achieving project objectives as set forth in the SOW.

- b. All aspects of a proposal are subject to discussion, including price, technical approach, and terms and conditions. At the completion of discussions, the contractor must ensure its technical plan and price-cost proposal reflect the mutual understandings of the requirement and, if requested, submit a revised technical plan and price-cost proposal. The technical plan should consist of the respondent's intent and approach to the requirements, any considerations that should be made by the Government, as well as any additional information that expresses the respondent's position above competitors for this effort.

See attached Supplemental Proposal Instructions for more details.

4.1 **Price-Cost Proposal Instructions**

- a. A firm fixed-price (FFP) proposal is requested. The fixed price quote should include a fixed price for performance of the Base Period, Option Period (One) 1, and a sum total. This is not a cost reimbursable order, therefore, it is not expected that your quote include estimated cost elements that is more traditionally part of a cost reimbursable requirement.

5.1 **Evaluation Factors**

The Government will award a purchase order or orders resulting from this requirement on the basis of best value, technical factors and price considered. All evaluation factors other than cost or price, when combined are significantly more important than cost or price.

See attached Technical Evaluation Criteria for details.

6.1 **Invoice Instructions**

See attached Invoice Instructions either with IPP or without IPP.

STATEMENT OF WORK

09/15/2022

Title of Project:**Scientific Research Preparatory Program****Statement of Need and Purpose:**

The purpose of the Scientific Research Preparatory Program is to train and support a diverse cohort of individuals, including those from backgrounds traditionally underrepresented in science, and to prepare them to be competitive applicants for the NIH Summer Internship Program (SIP) or an equivalent summer research training program in the U.S. The program is designed specifically for rising freshman and sophomore undergraduate students (preferred) who have little or no prior research experience and intend to pursue a career in STEM-M (science, technology, engineering, math, and medicine). Rising juniors and seniors in high school may be considered along with an appropriate curriculum for this targeted audience. In line with the NIH's notice of their interest in diversifying the scientific workforce (<https://grants.nih.gov/grants/guide/notice-files/NOT-OD-20-031.html>), the program will contribute to the development of students at institutions that have a historical focus of serving students from underrepresented populations (i.e., minority-serving institutions) and ultimately foster their career success in the sciences. The program aims to contribute to the development of students from institutions that are underrepresented in NIH funding sources and that may lack the infrastructure to participate in NIH grant program opportunities.

Both the enrichment activities during the academic year and the seven-to-eight-week summer course should promote strong mentor/mentee relationships within the institution as well as provide opportunities for students to network with scientists in the local community. A comprehensive curriculum should be offered to introduce students to both clinical and basic research, areas of biology including neuroscience, health disparities across a range of diseases, professional development topics, relevant areas of college readiness, and the many careers in biomedical research and in the field of medicine.

For this program, eligible institutions must (1) award science degrees to undergraduate students (B.S. and B.A.), (2) have a historical mission of educating students from backgrounds that have been shown by the [National Science Foundation](#) to be underrepresented in health-related sciences on a national basis, (i.e., African Americans, Hispanic Americans, American Indians, Alaska Natives, Native Hawaiians, and U.S. Pacific Islanders), and (3) received less than \$6 million per year in NIH R01 support (total funding) within the last fiscal year. R01 support data for the latter requirement can be confirmed using the [NIH RePORTER](#).

Background Information and Objective:

The Scientific Research Preparatory Program is a pilot program to prepare students, including those from traditionally underrepresented populations, for career success in biomedical research and medicine. The objective of this program is to expose diverse students to basic and clinical laboratory procedures and other training activities for scientists. The enrichment activities during the academic year and summer course will also offer mentoring opportunities, professional development and college readiness seminars, career exploration activities, and preparation for applying to the NIH Summer Internship Program (and other equivalent research programs) in future years.

Cohorts of 10-15 students per class level will be expected. Possible topics for a program will be provided, but each offeror is expected to tailor the curriculum to their student population and the existing resources at the institution. Virtual and hybrid (combination of in-person and virtual) program applications will be considered.

Students will acquire new technical and analytical skills, plus participate in professional development seminars and career planning activities. Basic laboratory facilities and access to local medical schools or clinical facilities are highly recommended to achieve the program's goals. This research preparatory program should offer hands-on laboratory activities, team-based research projects, and discussions on health disparities and areas of biology including neuroscience. The students shall be exposed to laboratory techniques commonly used in biomedical research, learn how to plan and perform experiments and analyze data effectively, maintain a laboratory notebook, and read and evaluate scientific literature. Students should also participate in a variety of academic support and career readiness seminars on topics such as time management, scientific writing, oral communication, and leadership skills. Students will also have the opportunity to learn about how health disparities affect various diseases and medical conditions that are often more prevalent in underserved rural, and urban communities. The curriculum shall also include a science lecture series; this training activity can give students a chance to interact with the institution's faculty and distinguished scientists in the local community, to learn about their area of expertise and emerging technologies. Also, having weekly informal discussions about current events related to scientific developments and human health is strongly encouraged.

The following types of institutions are encouraged to apply:

- Hispanic Serving Institutions
- Historically Black Colleges and Universities (HBCUs)
- Tribally Controlled Colleges and Universities (TCCUs)
- Alaska Native and Native Hawaiian Serving Institutions
- Asian American Native American Pacific Islander Serving Institutions (AANAPISIs)

Anticipated Period of Performance:

This program has an anticipated period of performance as follows.

Base Period: 09/30/2022 – 09/29/2023 (12-months)

Option Period One (1): 09/30/2023 – 09/29/2024 (12-months)

General Requirements:

Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform this Statement of Work.

Specific Requirements:

Contract Type: A firm-fixed-price type purchase order with one option period is anticipated.

Level of Effort:

The Contractor shall furnish services, qualified personnel, materials, equipment, and facilities, not otherwise provided by the Government under the terms of this contract. The Contractor must have extensive experience in providing academic support services to students from

underrepresented populations as well as coordinating scientific research projects in the areas of biology.

The Contractor must oversee the curriculum in its entirety and provide the personnel for all employment needs of the program. A sample curriculum will be provided by NINDS, and coordination with the institution's science departments and other local universities are highly recommended for access to laboratory and clinical facilities as well as the curriculum development for various scientific topics such as neuroscience and health disparities.

Government Responsibilities

Review individual's credentials before the final selections are made for all levels of the required personnel. No access to government facilities required. Government will not provide any space or equipment to contract personnel.

Delivery or Deliverables

Task 1: Identify qualified key personnel; travel personnel as needed.

Task 2: Define and identify the supplies (both administrative and scientific) as well as all curriculum needs for the entire program.

Task 3: Coordinate with selected personnel to identify the appropriate students for the yearly cohort.

Task 4: Coordinate with selected personnel to provide a list of student enrichment activities that will occur during the academic year. At least two activities (professional development workshops, career sessions, and/or scientific lectures) are required throughout the academic year, during both the Fall and Spring semesters.

Task 5: Coordinate with selected personnel to create the summer curriculum and schedule, including a list of seminar and workshop titles and speakers.

Task 6: Provide a tentative agenda for both the summer welcome and farewell ceremonies to the COR.

Task 7: Create weekly and/or final evaluations for the summer program for participant feedback, collecting data on the effectiveness and areas of improvement of the program, student learning outcomes, satisfaction of training activities offered (both scientific and professional development), the quality of teaching/classroom environment, administrative processes, student demographics, etc. It should be submitted to the COR at the end of the summer program.

Task 8: Track all participant's academic progression and successes for at least 2-4 years, after completing the program. This could include if the student consistently had a strong GPA during their freshman and sophomore college years (3.0 or above), remained a science major throughout their four years of college, graduated from the university/college with a B.S. or B.A. in the sciences, and/or participated in the NIH Summer Internship Program (SIP) or an equivalent summer research training program as an undergraduate.

Reporting Requirements

The following documents must be provided to the COR for review within a month after the completion of the summer component of the program:

- A list of student participants,
- Finalized selected personnel with CVs attached,
- All training and courses materials used in the program,
- Finalized detailed schedule/curriculum for both the academic year and summer activities,
- Evaluation/survey results of the program, and

- Student tracking data

Travel:

- One of the program coordinators is required to be onsite during the activities occur during the academic year as well as the summer course. Group leaders and guest speakers can be traveled to the site when necessary.

Key Personnel:

- **Two Program Co-Coordinator and Two Group Leaders:** at least one program coordinator must have either a MD, PhD, or MD/PhD degree whereas both coordinators and group leaders should have experience working at a minority-serving institution, specifically with undergraduate advising, biomedical research experience, and/or teaching expertise in any area of biological sciences.
- **Two Peer Mentors:** both must be either a medical or graduate student or postdoctoral trainee who are actively involved in biomedical research at a local university and display a strong commitment to mentoring students from underrepresented populations.
- **All personnel must be available from 8am to 5:30pm during the summer course as well as the specific times used for academic enrichment activities.**
- **All personnel must have experience with laboratory training and various techniques in any field related to biology.**

Information System Security Plan:

N/A

Data Rights:

N/A

Section 508—Electronic and Information Technology Standards:

Section 508 of the rehabilitation Act of 1973 requires that the Federal agencies' electronic and information technology (EIT) is accessible to people with disabilities. The Federal Acquisition Regulations (FAR) Final Rule for section 508 (EIT Accessibility) can be found at www.section508.gov and at the Access Board's Web site at <https://www.access-board.gov/508.htm>. The contractor must state that it will comply with the requirements of Section 508.

Publications and Publicity:

NA

Confidentiality of Information:

The Contractor will treat all NIH-provided research data and information as confidential.

Additional Terms and Conditions:

Additional terms and condition in FAR 52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (Jan 2022) will be applicable to this requirement.

Title of Project: Scientific Research Preparatory Program
--

Possible Topics for Academic Year and Summer Program

Career and Professional Development Topics:

- One-on-one mentoring
- Reading Scientific Literature
- Talking Science
- Successful Oral Presentation
- Preparing to apply to summer internship programs and fellowships
- Research Ethics/Responsible Conduct and Research
- Planning for Career Satisfaction and Success
- Networking Strategies
- Leadership Development
- CV/Resume Writing
- Wellness and Resilience for Young Scientists
- Keeping a Lab notebook

Science Topics:

- Neuroscience
- Human Anatomy and Physiology
- Mental Health
- Health Disparities
- Epidemiology/Statistics
- Public Health
- Nursing
- Chemistry
- Biology

Supplemental Proposal Instructions

Offeror's responses to the RFQ/solicitation shall be provided in two separate volumes as follows:

Volume	Format	Page Limitation
Volume 1 – Business Volume	PDF and Excel	None
Volume 2 – Technical Volume	PDF	No more than 30 pages, size 12 font, excluding resumes and table of contents.

Questions regarding this RFQ/solicitation must be sent to arun.mathur@nih.gov by TBD EST. Answers to all questions received will be provided as an amendment to the solicitation on Contract Opportunities within SAM.gov.

All submissions to the RFQ/solicitation must be received TBD and sent via email to arun.mathur@nih.gov. Submissions shall be in two volumes (Business Volume and Technical Volume), along with a signed FAR provision at 52.204-26 and 52.204-24 pursuant to FAR 4.2103 Procedures. Supplemental instructions are as follows:

1. Business Volume

Offerors are expected to propose a fixed price quote which will contain a fixed price cost for the Base Period, Option Period One (1), and a total fixed price sum for both Periods combined. The Government is requesting a quote to obtain a successfully completed summer program (with related activities outlined in the Statement of Work). Therefore, the fixed price cost of the base period is your institute's quoted cost to complete the base period activities as outlined in the Statement of Work. The fixed price cost of Option Period One (1) is your institute's quoted cost to complete the Option Period One (1) activities as outlined in the Statement of Work. Since this is fixed- price, Offeror's are not expected to provide estimated line by line cost element details that may be common in a cost reimbursable requirement.

NOTE: Food and beverage cannot be reimbursed through federal appropriated dollars in this requirement. Quotes should not include any food and beverage costs. Any food and beverages provided during the period of performance is at the cost of the contractor and not with contract funds.

2. Technical Volume

Offerors' Technical Volume will be evaluated against the technical evaluation factors contained in the Technical Evaluation Criteria attached to the solicitation. It is important that Offerors Technical Volume have sufficient information to evaluate against the technical evaluation factors. A detailed proposal of your summer course and yearlong program must be submitted for review, outlining the twelve deliverables listed in the SOW and how each task will be achieved. This should include:

- All proposed personnel with their CVs or resumes,
- A plan for student recruitment and the program's selection process to attract highly qualified candidates,
- A weekly schedule/curriculum for the summer course and all of the activities for the academic year with possible speakers and seminar/workshop titles,

- A tentative agenda for the program's opening and closing activities,
- Sample lesson/lecture plans with proposed science and professional development activities, the required laboratory materials or computer software, possible speakers/lecturers, and learning objectives for each activity,
- The drafted program evaluation(s), and
- A student tracking plan for all who completed the summer course and yearlong program.

All of these specifics proposed will be reviewed prior to the start of the program.

Your technical volume will be evaluated by a technical evaluation panel and scored based on the "Technical Evaluation Criteria" that is included as a separate attachment to this solicitation. Therefore, offerors should ensure the information within their technical proposal is sufficient in detail and tailored to the evaluation factors and Statement of Work.

Technical Volume Format

The suggested outline for the technical plan is as follows:

- a. Work Scope
- b. Objectives. State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relationship to comparable work in progress elsewhere. Review pertinent work already published which is relevant to this project and your proposed approach. This should support the scope of the project as you perceive it.
- c. Approach. Discuss the possible or probable outcome of approaches proposed.
- d. Methods. Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.
- e. Schedule. Provide a schedule for completion of the work specified in the statement of work. Performance schedules shall be indicated for phases or segments, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the Contracting Officer. Unless the request for quotes indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules.
- f. Personnel. Describe the experience and qualifications of personnel who will be assigned for direct work on this project. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs.

Resumes for personnel should be provided. Each resume should not exceed more than two pages in length.

Past Performance Information

- a. Offerors are requested to submit the following information as part of their Business Volume.

A list of the three (3) contracts completed during the past five years or currently being performed that is relevant to the work within this Statement of Work. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial concerns. Offerors may also submit past performance information regarding predecessor companies, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. For the purposes of this solicitation, a "major subcontract" is defined as a subcontract award in excess of \$500,000.

Include the following information for each contract or subcontract listed:

1. Name of Contracting Organization
2. Contract Number (for subcontracts, provide the prime contract number and the subcontract number)
3. Contract Type
4. Total Contract Value
5. Description of Requirement
6. Contracting Officer's Name and Telephone Number
7. Program Manager's Name and Telephone Number
8. North American Industry Classification System (NAICS) Code

The Government is not required to contact all references provided by the offeror.

EVALUATION FACTORS FOR AWARD

Selection of quoter(s) for award will be based on an evaluation of proposals against three factors. The Government intends to award one, multiple, or no purchase orders resulting from this requirement, and will make award(s) to the quoter(s) whose quote(s) provides the best overall value, mandatory qualifications, technical factors and price considered. Technical factors together will be considered more important than price. The technical evaluation factors are listed in the order of importance, with Technical Capability being more important than Personnel Qualifications which is more important than Recruitment and Retention Plan.

Offerors must address all aspects of the SoW in their proposal to the requirements for technical factors 1, 2 and 3. You must provide sufficient information to allow evaluation of your proposal against the Technical Evaluation Criteria listed below.

Offerors are advised and cautioned that proposals will be evaluated solely on the information provided in the proposal unless otherwise noted. Failure to provide any of the information required by the solicitation will result in a less than favorable evaluation of your proposal.

MANDATORY QUALIFICATION CRITERIA

Listed below are mandatory qualification criteria for the Quoter. THE OFFEROR SHALL INCLUDE ALL INFORMATION WHICH DOCUMENTS AND/OR SUPPORTS THE QUALIFICATION CRITERIA IN ONE CLEARLY MARKED SECTION OF ITS TECHNICAL PROPOSAL.

The qualification criteria establish conditions that must be met at the time of receipt of Final Quotation Revisions (FQRs) by the Contracting Officer in order for your proposal to be considered any further for award.

<u>MANDATORY QUALIFICATION CRITERIA</u>	<u>Pass/Fail</u>
Award science degrees to undergraduate students (B.S. and B.A.)	
Have a historical mission of educating students from backgrounds that have been shown by the National Science Foundation to be underrepresented in health-related sciences on a national basis (i.e., African Americans, Hispanic Americans, American Indians, Alaska Natives, Native Hawaiians, and U.S. Pacific Islanders)	
Received less than \$6 million per year in NIH R01 support (total funding) within the last fiscal year (FY 2021). R01 support data for the latter requirement will	

be confirmed using the NIH RePORTER .	
---	--

TECHNICAL EVALUATION

The technical evaluation criteria listed below will be used by a technical evaluation panel to evaluate, score and rate technical proposals. These criteria are listed in the order of their relative importance with points

<u>TECHNICAL EVALUATION CRITERIA</u>
<p><u>Factor 1: Technical Capability</u></p> <p>The Contractor's proposal shall address each area of the statement of work requirements in sufficient detail to demonstrate a clear understanding of the statement of work and compliance with requirements. Technical Capability should also include organizational capability (experience) as indication of an offeror's ability to successfully perform the statement of work.</p> <ul style="list-style-type: none"> (a) Capability of offeror to successfully provide both a clinical/ translational and basic research program, to include access to clinical and basic research facilities. (b) Offeror's demonstrated history of working with development of students at institutions that have a historical focus of serving students from underrepresented populations.
<p><u>Factor 2: Personnel Qualifications</u></p> <p>The Contractor's proposal shall be evaluated for level of conformance to the key personnel qualifications and personnel qualifications identified in the Statement of Work. Contractor's proposal shall contain a resume/CV for each proposed staff member.</p>
<p><u>Factor 3: Recruitment & Retention Plan</u></p> <p>Contractor's proposal shall be evaluated on its ability to meet the recruitment of students outlined in the Statement of Work. The Offeror should address in their proposal how they will recruit the appropriate number of students and provide a plan for the retention of students. This includes an explanation for how an Offeror would find a capable replacement student for Option Year 1 activities in the event a student does not remain in the Program.</p>

Technical proposals will be evaluated using a summary adjectival rating in accordance with the following scale:

Excellent

The proposal has exceptional merit and reflects an excellent approach which will clearly result in the superior attainment of all requirements and objectives. This clearly achievable approach

includes several advantageous characteristics of substance, and very few disadvantages, which can be expected to result in outstanding performance. The risk of unsuccessful performance is very low as the proposal provides solutions which are unquestionably feasible and practical. These solutions are further considered very low risk in that they are exceptionally clear and precise, fully supported, and demonstrate a clear understanding of the requirements. Risk Level: Very Low

Good

The proposal demonstrates a sound approach which is expected to meet all requirements and objectives. This sound approach includes advantageous characteristics of substance, and few relatively minor disadvantages, which collectively can be expected to result in satisfactory performance. The risk of unsuccessful performance is low as the proposal contains solutions which are considered feasible and practical. These solutions are further considered to reflect low risk in that they are clear and precise, supported, and demonstrate an understanding of the requirements. Risk Level: Low

Acceptable

The proposal demonstrates an approach which is capable of meeting all requirements and objectives. The approach includes both advantageous and disadvantageous characteristics of substance, where the advantages are not outweighed by the disadvantages. Collectively, the advantages and disadvantages are likely to result in acceptable performance. The risk of unsuccessful performance is moderate, as the proposal solutions are generally feasible and practical. These solutions may also be considered to reflect moderate risk in that they may be somewhat clear and precise, partially supported, and/or demonstrate a general understanding of the requirements. Risk Level: Neutral

Marginal

The proposal demonstrates an approach which may not be capable of meeting all requirements and objectives. The approach has disadvantages of substance and advantages, which if they exist, are outweighed by the disadvantages. Collectively, the advantages and disadvantages present a low or questionable likelihood of resulting in satisfactory performance. The risk of unsuccessful performance is high as the proposal contains solutions which may not be feasible and practical. These solutions may also be considered to reflect high risk in that they lack clarity and precision, are generally unsupported, and/or do not demonstrate a complete understanding of the requirements. Risk Level: High

Unacceptable

The proposal demonstrates an approach which, based on a very high risk, will very likely not be capable of meeting all requirements and objectives. This approach has several disadvantages of substance, and advantages which, if they exist, are outweighed by disadvantages. Collectively, the advantages and disadvantages are unlikely to result in satisfactory performance. The risk of unsuccessful performance is very high as the proposal contains solutions which are not feasible and practical. The solutions may also be considered to reflect very high risk in that they lack any clarity or precision. Risk Level: Very High

52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services).

Terms and Conditions—Simplified Acquisitions (Other Than *Commercial Products* and *Commercial Services*) (Jan 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 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)).

(ii) 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).

(iii) 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).

(iv) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).

(vii) 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).

(viii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C.3553).

(ix) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub.L.108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jan 2017).

- (v) [52.232-39](#), Unenforceability of Unauthorized Obligations (Jun 2013).
- (vi) [52.232-40](#), Providing Accelerated Payments to Small Business *Subcontractors* (Nov 2021).
- (vii) [52.233-1](#), Disputes (May 2014).
- (viii) [52.244-6](#), *Subcontracts for Commercial Products and Commercial Services* (Jan 2022).
- (ix) [52.253-1](#), Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) ([31 U.S.C. 6101 note](#)) (Applies to contracts valued at or above the threshold specified in FAR [4.1403](#)(a) on the date of award of this contract).

(ii) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in FAR [2.101](#) on the date of award of this contract).

(iii) [52.222-20](#), Contracts for *Materials*, Supplies, Articles, and Equipment., Contracts for *Materials*, Supplies, Articles, and Equipment (Jun 2020) ([41 U.S.C. chapter 65](#)) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).

(v) [52.222-36](#), Equal Employment for *Workers* with Disabilities (Jun 2020) ([29 U.S.C. 793](#)) (Applies to contracts over the threshold specified in FAR [22.1408](#)(a) on the date of award of this contract, unless the work is to be performed outside the United States by *employees* recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).

(vii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)

(A) 52.222-50, Combating Trafficking in *Persons* (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United *States* to which the document applies).

(ix) 52.222-55, Minimum Wages for Contractor *Workers* Under Executive Order 14026 (Jan 2022) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United *States* (the 50 *States*, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*))).

(x) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United *States* (the 50 *States* and the District of Columbia.))

(xi) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) 52.223-11, *Ozone-Depleting Substances* and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)(1)).

(xiii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be-

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) 52.223-20, Aerosols (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) 52.223-21, Foams (Jun 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in

the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in FAR 2.101 on the date of award of this contract, and the acquisition-

(A) Is set aside for *small business concerns*; or

(B) Cannot be set aside for *small business concerns* (see 19.502-2), and does not exceed \$25,000).

(xviii) 52.226-6, Promoting Excess Food Donation to *Nonprofit Organizations*, Promoting Excess Food Donation to *Nonprofit Organizations* (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR 26.404 on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xx) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305)(Applies to supplies transported by ocean vessels (except for the types of *subcontracts* listed at 47.504(d)).

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of *Covered Contractor Information Systems* (Nov 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with *Contractors Debarred, Suspended, or Proposed for Debarment* (Nov 2021) (Applies to contracts over the threshold specified in FAR 9.405-2(b) on the date of award of this contract).

(iii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) 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):

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance.* The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and *subcontractors* to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

Invoice and Payment Provisions (Vendor has Transitioned to IPP)

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 (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. The Contractor shall submit invoices to the Department of Treasury's Invoice Processing Platform (IPP) at <https://www.ipp.gov> with a copy to the approving official, as directed below.

The Contractor shall submit a copy of the electronic invoice to the Approving Official (Contracting Officer) and Technical Point of Contact or Contracting Officer's Representative.

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 (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.

(End of Clause)

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 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.

(End of Clause)

Invoice and Payment Provisions (Vendor has Not Transitioned to IPP)

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 (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 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 Approving Official (Contracting Officer) and Contracting Officer's Representative:

Approving Official: Contracting Officer

Name-_____ Email Address-

Contracting Officer's Representative

Name-_____ Email Address-

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.

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.

(End of Clause)

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 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.

(End of Clause)

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

The screenshot shows an email client window with the following details:

- From:** [Redacted]
- To:** invoicing@nih.gov
- Cc:**
- Subject:** VENDOR:CMO Corp|PO:HHSN271201599|XXX|HHSN302XXX|INVOICE:412312
- Attachments:** Invoice_Sample.pdf (115 KB)
- Correspondence Email:** 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. 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:** 99999999

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

Vendor: Name of the Contractor or Vendor | **PO:** Contract Number | **Invoice:** 99999999

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

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.

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 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.

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).

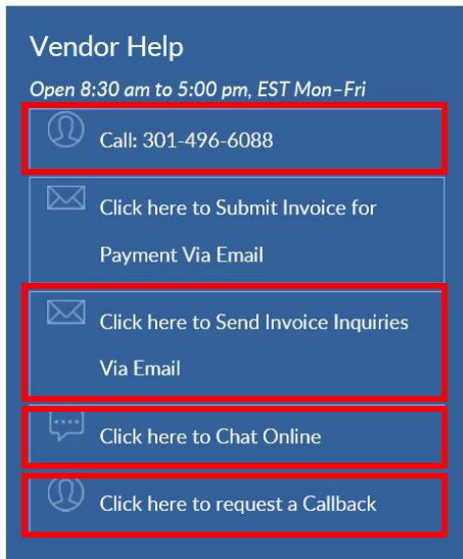
The invoice attached to the email must be in a PDF or Word format. The date/time that a valid invoice is submitted electronically to the email box (invoicing@nih.gov) will be the same date/time logged as the invoice is received by NIH.

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.

REPRESENTATIONS AND CERTIFICATIONS

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)

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 Products or Commercial Services. 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)

CERTIFICATION:

Signature of Authorized Individual

Date

Title:

Organization:

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.

(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.

(End of provision)

CERTIFICATION:

Name of Authorized Individual

Signature of Authorized Individual

Date

Title

Name of Organization