SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: NB683130-26-01518

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1333ND26QNB680307

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: TRACY BISSON RETTERER
tracy.bisson@nist.gov

b. TELEPHONE NUMBER *(No collect calls)*: 301-975-8448

8. OFFER DUE DATE/ LOCAL TIME: JUL 17, 2026 11:00 AM ET

9. ISSUED BY — CODE: 000SB

NATIONAL INST OF STDS AND TECHNOLOGY
100 BUREAU DRIVE STOP 1640
BUILDING 301 ROOM B129
GAITHERSBURG MD 20899-1640

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8 (A)

NAICS: 334516

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO — CODE: 000004

NATIONAL INST OF STDS AND TECHNOLOGY
BUILDING 301 SHIPPING AND RECEIVING
100 BUREAU DRIVE
GAITHERSBURG MD 20899-0001

16. ADMINISTERED BY — CODE

17a CONTRACTOR/ OFFEROR. CODE ____ FACILITY CODE ____

TELEPHONE NO.

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REF. ____ OFFER DATED ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER PARTIAL FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	The Contractor shall provide a Large Sample Stage Cryostat in accordance with the incorporated Statement of Work.	**1.00**	EA	_____	_____
0002	Shipping	**1.00**	EA	_____	_____
0003	Other Transportation Related Expenses	**1.00**	EA	NTE _____	NTE _____

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Statement of Work

Large Sample Stage Cryostat for Cryogenic Mixed-Signal Electronics Testing

I. Background

The National Institute of Standards and Technology (NIST) requires a large sample stage cryostat to support advanced cryogenic characterization of mixed-signal digital and analog circuits, as well as semiconductor devices, at temperatures down to 4.2 K. This system will be used to enable low-temperature testing of integrated circuits, interconnects, and device-level structures relevant to cryo-electronics for quantum information science, high-performance computing, and cryogenic sensor applications.
The cryostat will support simultaneous DC, RF, and optical access to accommodate realistic operating conditions for complex electronic subsystems. The system is critical to sustaining and expanding NIST's cryo-electronics measurement capabilities and to providing a robust, measurement-driven foundation for cryogenic circuit and system development.

II. Minimum Requirements

The system shall meet or exceed the minimum requirements identified below. **All items must be new. Used or remanufactured equipment will not be considered for award. Experimental, or prototype will not be considered. The use of "gray market" components not authorized for sale in the U.S. by the proposer is not acceptable.** All line items shall be shipped in the original manufacturer's packaging and include all original documentation and software, when applicable. All specifications below must be verified at NIST before final acceptance.

Contract Line Item Number (CLIN) 0001
Description: Large Sample Stage Cryostat
Quantity: One (1)

1. Cooling Performance
   - Shall provide a minimum cooling power of 2 W at 4.2 K.
2. Cold Plate Size and Geometry
   - Shall include a 4 K cold plate with diameter greater than Ø250 mm.
   - Shall provide a 4 K cold plate height of approximately 200 mm to accommodate large circuits, probe assemblies, and fixtures.
3. Thermal Cycling Performance
   - Shall have a cool-down time of a minimum of 90 minutes from room temperature to base temperature. **Higher confidence rating shall be given to a system that can meet a cool down time of less than 90 minutes.**
   - Shall have a warm-up time of a minimum of 120 minutes from base temperature to room temperature. **Higher confidence rating shall be given to a system that can meet a warm-up time of less than 120 minutes.**
4. Electrical Access
   - Shall support a minimum of 50 DC lines suitable for low-temperature device and circuit biasing and control.
   - Shall support a minimum of 30 RF lines, suitable for high-frequency (>18 GHz) characterization of mixed-signal circuits.
   - At least two RF lines shall support frequencies above 60 GHz. If direct support above 60 GHz is not available, the system shall include physical provisions for

future >60 GHz integration along with vendor recommendations for compatible upgrades.
    - The system shall include provisions for future expansion of electrical feedthrough capacity, including at least 4 additional reserved or blank feedthrough ports that can be configured for either DC or RF use without major system modification.
5. Optical and Fiber Access
    - Shall support more than one fiber-optic feedthrough for optical excitation, readout, or synchronization.
    - Shall provide more than one optical access port to the sample space.
6. Application Compatibility
    - The system shall be suitable for simultaneous digital and analog mixed-signal circuit testing, including wafer-level or packaged device measurements at cryogenic temperatures.

III. **Deliverables**

Description	*Quantity or Format*	*Due Date*
Large Sample Stage Cryostat	One (1)	Commercial item lead time

IV. **Delivery**

Delivery shall be **FOB Destination** (or equivalent terms, such as INCOTERMS Delivered Duties Paid). Delivery shall occur within the timeframe indicated in the table above.

FOB Destination means: the contractor shall pack and mark the shipment in conformance with carrier requirements, deliver the shipment in good order and condition to the point of delivery specified in the purchase order, be responsible for any loss of or damage to the goods occurring before receipt and acceptance by the consignee, and pay all charges to the specified point of delivery.

The contractor shall deliver all line items to:
The National Institute of Standards and Technology
100 Bureau Drive
Building 216, Room F122
Gaithersburg, MD 20899-1640

V. **Inspection and Acceptance**

In addition to the inspection and acceptance terms articulated in FAR 52.212-4, the Government reserves the right to perform performance tests and evaluations to verify specified system performance. Such tests and evaluations, if performed, shall be conducted in the environment in which the system will be operated. The contractor has the right to be present during such tests and evaluations at the contractor's expense.
Inspection and acceptance shall occur within **thirty (30) days** after receipt of the cryostat.

1. The NIST Technical Point of Contact (TPOC) shall perform tests to verify that all specifications are met.

2. A visual inspection shall be performed to identify surface defects or any indication of damage incurred during transport.
3. The Government shall have sole discretion to require repair or replacement of damaged or nonconforming items at no cost to the Government.
4. The Government may reject the system at any time prior to acceptance due to defects or nonconformance.
5. The contractor shall be responsible for latent defects discovered at any time after final inspection.

Ownership (title) of the cryostat shall transfer to NIST upon acceptance.

VI. **Warranty**

The contractor shall warrant the entire system in accordance with the contractor's standard commercial warranty. The warranty shall commence upon acceptance of the cryostat and shall be in accordance with the terms of FAR 52.212-4.

VII. **Payment Schedule**

The contractor shall be paid in accordance with **Net 30-day payment terms**, upon receipt and acceptance of a proper invoice, as follows:

1. **100% payment upon receipt and acceptance** by the NIST TPOC of the fully delivered and accepted system.

The Government anticipates inspection will occur after completion of the testing procedures set forth in this document.

(I) This is a solicitation for commercial products or commercial services prepared in accordance with the format in Revolutionary FAR Overhaul (RFO) Part 12 - Acquisition of Commercial Products and Commercial Services as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

(II) This acquisition is being solicited as **unrestricted competition.**

(III) The solicitation document and incorporated provisions and clauses are those in effect through the RFO.

(IV) The associated North American Industrial Classification System (NAICS) code for this procurement is 334516 with a small business size standard of 1,000 employees.

(V) All offerors shall provide a firm-fixed-price quotation for the following line item(s):

Contract Line Item Number (CLIN)	QTY	UNIT	UNIT PRICE	APPLICABLE DISCOUNTS	TOTAL
CLIN 0001 – Large Sample Stage Cryostat IAW Attachment #1.	1	Each			
CLIN 0002: Shipping,	1	Lot			
CLIN 0003: Other transportation related charges (Not-to-Exceed amount)	1	Lot			NTE
TOTAL:					

(VI) The requirements for the line items to be acquired above are in the attached Statement of Work document.

Attachment #1: STATEMENT OF WORK/REQUIREMENTS DOCUMENT AND DRAWINGS, *Large Sample Stage Cryostat for Cryogenic Mixed-Signal Electronics Testing*
Attachment #2: Applicable Provisions and Clauses

(VII) Date(s) and place(s) of delivery and acceptance and FOB point are required in accordance with the attached Statement of Work document.

(VIII) Quoters/Contractors must possess an ACTIVE registration in the System for Award Management, www.SAM.gov, when submitting a quotation and shall continue to hold an active registration until time of award, during performance, and through final payment of any purchase order or contract resulting from this solicitation. This acquisition office will verify that quoters have an active registration through www.sam.gov upon receipt of the quotation. If the SAM.gov registration is not active, the quotation will not be considered for award.

(IX) The provision at FAR 52.212-1, Instructions to Offerors—Commercial Products and Commercial Services, applies to this acquisition. Addenda to this provision is as follows:

DUE DATE FOR QUOTATIONS

1

Offerors shall submit their electronic quotations, via email, so that NIST receives them not later than **date and time on page 1.** E-mail quotations shall be submitted directly to the Contract Specialist at tracy.retterer@nist.gov and Contracting Officer at forest.crumpler@nist.gov.

Please reference the RFQ number in the subject line of email communications. Offerors quotations shall not be deemed received by the Government until the quotation is entered in the e-mail inbox set forth above.

PRE-QUOTE INQUIRIES (CAR 1352.215-72):
Offerors must submit all questions concerning this solicitation in writing to both the Contract Specialist, and the Contracting Officer, listed above. Questions should be received no later than 5 calendar days after the issuance date of this solicitation. All responses to the questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the responses included in the amendment to the solicitation will govern performance of the contract.

QUOTATION PREPARATION INSTRUCTIONS:

All quotations shall conform to solicitation provisions/clauses and be prepared in accordance with this section. The quotation shall be clearly and concisely written as well as be neat, indexed (cross-indexed as appropriate) and logically assembled. Note: The term "indexed" refers to a table of contents that lists sections and page numbers. In the event that the Offeror is unable to create an indexed quotation, an alternative approach such as a Table of Contents shall suffice. All pages of the quotation shall be appropriately numbered.

In preparing the quotation, each volume shall stand on its own. For each given evaluation factor the Government will only evaluate the information provided in the corresponding section of the quotation. The Offeror's quotation shall be clearly divided into the following distinct volumes:

Volume I – Technical Quotation
Volume II – Past Performance
Volume III – Price Quotation
Volume IV – Terms and Conditions

Volume I - Technical Quotation:

The Quoter shall submit one (1) copy of their technical quotation, electronically, via E-mail to the Contract Specialist and Contracting Officer identified above. The technical quotation shall address the following:

Technical Capability:
The quoter shall submit technical approach and capability documentation which may include a narrative, charts, graphs, tables, drawings, product / service literature, and as applicable, demonstrated authority to provide the necessary items and perform the required services identified in the statement of work (Attachment 1). The documentation shall clearly describe, in sufficient detail, the vendor's authority, proposed items, resources and methods to successfully fulfill the requirements including specifications, performance capability requirements, delivery schedules, warranties, and all service requirements. The submission shall clearly identify each line item above. The submission must demonstrate that the proposed system meets or exceeds each minimum requirement described within the attached statement of work document by

providing a citation between the statement of work paragraph and the relevant section of the technical description or product literature. ***The offeror must not simply state they will meet or exceed the requirement; evidence must be provided. If applicable, evidence that the offeror is authorized by the manufacturer to provide the item(s) in the quotation shall be included.*** A higher confidence rating will be given to products that provide the following:

CLIN 0001:

- Shall have a cool-down time of a minimum of 90 minutes from room temperature to base temperature. **Higher confidence rating shall be given to a system that can meet a cool down time of less than 90 minutes.**
- Shall have a warm-up time of a minimum of 120 minutes from base temperature to room temperature. **Higher confidence rating shall be given to a system that can meet a warm-up time of less than 120 minutes.**

Volume II – Past Performance:

The quoter shall provide the following information for three (3) relevant contracts and/or projects (item and/or service) to that of the requirement in the RFQ that were completed within the past five years:

a) Past Performance Record: Organization Name, address, phone number, email and a Reference Point of Contact (POC).
b) Role as prime contractor or subcontractor.
c) Description of the work in terms of items and services provided and relevance to RFQ requirements.
d) Date of delivery (Items) and dates of services provided (Service contracts).
e) Contract/Project total dollar amount/value

The quoter is encouraged to focus on prior projects encompassing the same RFQ requirements and describe how these requirements were specifically supported by the quoter. The quoter may use prior experiences in which they served as a prime contractor or subcontractor; however, experience as a prime contractor may instill higher confidence. The Government may contact the Reference POC to assess the validity and accuracy of the demonstrated prior experience submissions.

The Government reserves the right to review and consider any information contained within the Contractor Performance Assessment Reporting System (CPARS) or any other Government system, source, individual contact or any other source of information that may have knowledge or information on a quoter's relevant experience.

Volume III - Price Quotation:

The offeror shall submit one (1) copy of their entire quotation, electronically, via E-mail to the Contract Specialist and Contracting Officer identified above. The pricing quotation shall be separate from any other portion of the quotation. The offeror shall propose a firm-fixed-price for each CLIN identified above, unless otherwise noted as a Not to Exceed amount. Price quotations shall remain valid for a period of 90 days from the date quotations are due.

Offerors that are proposing products manufactured outside of the United States must identify any other or unknown charges that may be applicable to the sale of these products (here indicated as CLIN 0003 - Other related transportation expenses) as a separate line item on

price quotes/proposals. This price element may be listed as part of the cost of the product or as a sub-total element but must be clearly identified. This price element must only apply to the total value of the goods identified for customs processing. Only include the country of origin and the tariff percentage currently in place or the expected amount at time of delivery for that country. Price quotes shall clearly identify the relevant tariffs in terms of percentage and total cost. If there are multiple countries of origins and associated tariffs, identify each separately.

Volume III – Terms and Conditions:
The offeror shall review the provision and clauses attachment and complete any required information as record via a separate volume response to this solicitation.

Note: System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

Acceptance of Terms and Conditions:
If the offeror objects to any of the terms and conditions contained in this solicitation, the offeror shall state "The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following:" If the offeror does not accept the terms and conditions, the offeror shall list exception(s) and rationale for the exception(s). It is the sole responsibility of the offeror to identify in their quotation any exceptions to the terms and conditions of the solicitation. *If the offeror does not include such a statement, the submission of a quotation in response to this solicitation will be regarded as the Offeror's acceptance of the Government's terms and conditions for inclusion into the resultant purchase order (PO).*

This procurement is not being conducted under the GSA Federal Supply Schedule (FSS) program or another Government-Wide Area Contract (GWAC). If an Offeror submits a quotation based upon an FSS or GWAC contract, the Government will accept the proposed price. However, the terms and conditions stated herein will be included in any resultant purchase order, not the terms and conditions of the Offeror's FSS or GWAC contract, and the statement required above shall be included in the quotation.

(XII) Addendum to 52.212-2, Evaluation-Commercial Products and Commercial Services (DEVIATION Jan 2026) applies to this procurement.

The evaluation criteria included in paragraph (a) of the provision are as follows:

EVALUATION CRITERIA

The Government intends to award a single purchase order (PO) from this solicitation utilizing RFO part 12. The Government reserves the right not to award a PO and to make an award without discussions based solely upon initial quotes. Offerors are strongly encouraged to submit their best technical solutions and price in response to this RFQ. The Government intends to make an award, based on best value, to the offeror with the proposed solution that is most advantageous, price and non-price factors considered. When combined, non-price factors are more important than price. As the non-price factors become more equal among offerors, price

shall become more of a determining factor. The Government reserves the right not to award a PO and to make an award based solely upon initial quotes.

Evaluation Factors:

The government will make an award, based on best value, to the vendor with the proposed solution that is most advantageous, price and other factors considered. When combined, non-price factors 1 and 2 are more important than factor 3.

Factor 1: Technical Capability: The Government will evaluate the extent to which the proposed instrument and solution meets all SOW requirements to determine the level of confidence the Government has in the quoters ability to successfully deliver and perform SOW requirements. A higher confidence rating will be given to products that provide the following:

CLIN 0001:

- Shall have a cool-down time of a minimum of 90 minutes from room temperature to base temperature. **Higher confidence rating shall be given to a system that can meet a cool down time of less than 90 minutes.**
- Shall have a warm-up time of a minimum of 120 minutes from base temperature to room temperature. **Higher confidence rating shall be given to a system that can meet a warm-up time of less than 120 minutes.**

Factor 2: Past Performance: The Government will evaluate the Offeror's prior past performance for delivering, installing, and providing warranty for instruments similar to the those in the SOW to determine the level of confidence the Government has in the quoters experience and ability to successfully deliver and perform SOW requirements.

Factor 3: Price: Price will be evaluated on all quotations that receive ratings above low confidence in both non-price factors. The evaluation will determine whether the proposed prices are fair and reasonable in relation to the solicitation requirements. A price realism analysis will not be conducted. Prices must be proportionate with the technical portion of the quotation.

The evaluation of each non-price factor (factors 1 and 2) may be done holistically with a rating scale of "high confidence," "some confidence," and "low confidence," representing the Government's confidence that the vendor understands the requirement and will be successful in performing the work per factor.

Confidence Ratings:

High Confidence	The Government has **high confidence** that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the requirements with **little or no** Government intervention.
Some Confidence	The Government has **some confidence** that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the requirements with **some** Government intervention.
Low Confidence	The Government has **low confidence** that the Quoter understands the requirement, proposes a sound approach, or will be successful in performing the requirements **even with** Government intervention.

Upon evaluation, if a quotation is deemed Low Confidence on any given non-price factor, that quotation may not be evaluated further by the Government.

Once the Government determines the quoter that is the best-suited (i.e., the apparent successful quoter), the Government reserves the right to communicate with only that quoter to address any remaining issues, if necessary, and finalize a contract with that quoter. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best-suited quoter based on the original analysis and address any remaining issues. Once the Government has begun communications with the next best-suited quoter, no further communications with the previous quoter will be entertained until after the purchase order has been awarded. This process shall continue until an agreement is successfully reached and a contract is awarded.

(End of provision 52.212-2)

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PROVISIONS AND CLAUSES

52.252-1 Solicitation Provisions Incorporated by Reference.

As prescribed in 52.107(a), insert the following provision:

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):

FAR Overhaul (DEVIATIONS JAN 2026): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide
CAR: https://www.ecfr.gov/current/title-48/chapter-13

(End of provision)

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):

FAR Overhaul (DEVIATIONS JAN 2026): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide
CAR: https://www.ecfr.gov/current/title-48/chapter-13

(End of clause)

CLAUSES/ PROVISIONS INCORPORATED BY REFERENCE:

ALT I 52.203-6, Restrictions on Subcontractor Sales to the Government (Nov 2021)
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2024)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (DEVIATION JAN 2026)
52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-7 System For Award Management (DEVIATION JAN 2026)
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards(DEVIATION JAN 2026)
52.204-13 System For Award Management Maintenance (Deviation Jan 2026)

52.204-19 Incorporation By Reference Of Representations And Certifications (Dec 2014)
52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation(DEVIATION JAN 2026)
52.209-5 Certification Regarding Responsibility Matters (DEVIATION JAN 2026)
52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION JAN 2026)
52.209-7 Information Regarding Responsibility Matters (DEVIATION JAN 2026)
52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (DEVIATION JAN 2026)
52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION JAN 2026)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (DEVIATION JAN 2026))**Filled in SAM**
52.212-1 Instructions To Offerors--Commercial Products And Commercial Services (DEVIATION JAN 2026)
52.219-8, Utilization of Small Business Concerns (DEVIATION JAN 2026)
52.219-28, Post-award Small Business Program Rerepresentation (DEVIATION JAN 2026)
52.222-3, Convict Labor (Jun 2003)
52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (DEVIATION JAN 2026)
52.222-19, Child Labor—Cooperation with Authorities and Remedies (DEVIATION JAN 2026)
52.222-35, Equal Opportunity for Veterans (DEVIATION JAN 2026)
52.222-36, Equal Opportunity for Workers with Disabilities (DEVIATION JAN 2026)
52.223-23, Sustainable Products and Services (May 2024)
52.222-37, Employment Reports on Veterans (DEVIATION JAN 2026)
52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-50, Combating Trafficking in Persons (DEVIATION JAN 2026)
52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION April 2026)
52.225-4 Trade Agreements (DEVIATION JAN 2026)
52.226-7 Drug-Free Workplace (May 2024)
52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018)
52.232-39 Unenforceability of Unauthorized Obligations (JUNE 2013)
52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3, Protest After Award (DEVIATION JAN 2026)
52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)
52.244-6 Subcontracts for Commercial Products and Commercial Service (DEVIATION April 2026)
52.252-5 Authorized Deviations In Provisions (NOV 2020)
52.252-6 Authorized Deviations In Clauses (NOV 2020)
1352.201-70 Contracting Officer Authority (APR 2010)
1352.209-73 Compliance With The Laws (APR 2010)
1352.209-74 Organizational Conflict Of Interest (APR 2010)

Full Text Provision and Clauses:

FAR 52.212-4 TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION DATE)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) Inspection/Acceptance. The Contractor shall only tender for acceptance 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. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable 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.

(c) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) 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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall —

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) Interest.(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) 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 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 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 which reasonably could have been avoided.

(m) 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) Unauthorized obligations.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(End of clause)

52.225-6 TRADE AGREEMENTS CERTIFICATE (DEVIATION JAN 2026)

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

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

Other End Products:
(b) Foreign End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]
(c) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of provision)

52.225-18 PLACE OF MANUFACTURE (DEVIATION JAN 2026)

(a) Definitions. As used in this provision—
Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-
(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-
(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) □ Outside the United States.

(End of provision)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (DEVIATION JAN 2026)

(a) Definitions. As used in this provision-—
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.
Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

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

Sensitive technology—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
(b) Procedures.

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

(2) FASCSA Orders.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—
(1) It 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, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
(e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum

products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—
(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(g) Disclosure.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
(h) Executive agency review of disclosures. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

1352.233-70 AGENCY PROTESTS (APR 2010)

(a) An agency protest may be filed with either: (1) the contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999)
(b) Agency protests filed with the Contracting Officer shall be sent to the following address:

ATTN: Forest Crumpler, CONTRACTING OFFICER
100 Bureau Drive, MS 1640
Gaithersburg, MD 20899

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: ATTN: NIST PROTEST CONTROLLER
100 Bureau Drive, MS 1640
Gaithersburg, MD 20899

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.
(e) Service upon the Contract Law Division shall be made as follows:
U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division
Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
FAX: (202) 482-5858

(End of clause)

1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS (APR 2010)

(a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.
(b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.
(c) Service upon the Contract Law Division shall be made as follows:
U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division
Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue Washington, D.C. 20230.
FAX: (202) 482-5858
(End of clause)

1352.246-70 PLACE OF ACCEPTANCE (APR 2010)

(a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.
(b) The place of acceptance will be:
National Institute of Standards and Technology

100 Bureau Drive,
Gaithersburg, MD 20899
(End of clause)

NIST LOCAL-53 CONTRACT PERFORMANCE DURING CHANGES IN NIST OPERATING STATUS

All contractors performing work on active contracts at the U.S. Department of Commerce (DOC), National
Institute of Standards and Technology (NIST) campuses and/or working in NIST workspaces should go to the www.nist.gov website and under the "About NIST" tab click on "Visit". This site includes information about campus access and security information; identification requirements; parking information and more.

Contractor personnel are required to check the appropriate campus operating status and personnel requirements at https://www.nist.gov/campus-status daily prior to arriving on site. All personnel must adhere to the requirements set forth in the operating status.

Unless otherwise stated in the contract terms and conditions, normal days of business operation are Monday through Friday, excluding Federal Holidays. However, throughout the contract period of performance, there may be circumstances beyond the control of NIST that will impact normal days of business operation such as inclement weather, power outages, etc. In circumstances such as these, the
Contractor must call the appropriate NIST campus status line to verify the operating status:

Gaithersburg Campus Operating Status Line:
(301) 975-8000
(800) 437-4385 x8000 (toll free)
Boulder Campus Operating Status Line:
(303) 497-4000
(303) 497-3000 option 2

In the event of a lapse in appropriation, access to Government facilities and resources, including equipment and systems will be limited to excepted personnel for both Federal employees and contractor
personnel. If performance of the contract is onsite and/or requires Government interaction, unless the contractor has been, or is notified that it is required to work under an excepted status, the contractor must stop work. The work stoppage shall remain in effect until the lapse is resolved and notification is provided via the NIST website at www.nist.gov (banner on front page) and/or the NIST operating status line(s). Additionally, contractors are encouraged to monitor public broadcasts or the Office of Personnel Management's website at www.opm.gov for the Federal Government operating status.

NIST will provide notification to all contractors that are determined to have excepted status.
All excepted contractors are required to continue performance and communicate with the appointed Contracting Officer's Representative (COR) for further guidance, or NIST Contracting Officer if a COR is not appointed.

Contractors with active supply or service contracts that are fully funded at the time of contract award and do not require access to Government facilities, resources, or active administration by Government personnel in a manner that would not cause the Government to incur additional obligations during the lapse in appropriation may continue performance.

Please note that in all circumstances that impact operations on the NIST campuses, contractors are expected to follow all direction guidance provided by NIST authorities.

(End of clause)

NIST LOCAL-54 ELECTRONIC BILLING INSTRUCTIONS

NIST requires that Invoice/Voucher submissions are sent electronically via email to INVOICE@NIST.GOV.
Each Invoice or Voucher submitted shall include the following:
(1) Contract number;
(2) Contractor name and address;
(3) Unique entity identifier (see www.sam.gov for the designated entity for establishing unique entity identifiers);
(4) Date of invoice;
(5) Invoice number;
(6) Amount of invoice and cumulative amount invoiced to-date;
(7) Contract Line Item Number (CLIN);
(8) Description, quantity, unit of measure, unit price, and extended price of supplies/services delivered;
(9) Prompt payment discount terms, if offered; and
(10) Any other information or documentation required by the contract.

(End of clause)

NIST LOCAL-56 INVOICING PROCESSING PLATFORM-ALTERNATE I (DEC 2022)

Upon written notice from the contracting officer the following supersedes all other instructions for the submission of payment requests. Accordingly, following written notice payment requests must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP).
"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable payment request or invoicing instructions, Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is https://www.ipp.gov.
Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:
The Contractor must use the IPP website to register, access, and use IPP for submitting payment requests. If not already enrolled, the Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email within three to five business days of the addition of the contract award to IPP. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email: IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.
If the Contractor is unable to comply with the requirement to use IPP for submitting payment requests, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation. Contact the contracting officer for more information on submitting a waiver request

(End of clause)