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28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 30a. SIGNATURE OF OFFEROR/CONTRACTOR				29. AWARD OF CONTRACT: REF.       OFFER         DATE       . YOUR OFFER ON SOLICITATION         (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE         SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:             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					DATE SIGNED				
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE						
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				42b. RECEIVED AT (Location)							
				42c. DATE REC	'D (YY/MM/DD)	42	2d. TOTAL CONTAINERS				

SCHEDULE Continued					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Web Portal Access to a Media Contact Database IAW the Statement of Work (SoW)	4.00	QR		

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## Statement of Work

## I. Background

In communicating its news to journalists, the National Institute of Standards and Technology (NIST) Public Affairs Office (PAO) News and Social Media Group must have comprehensive, up-to-date lists of news media contacts, as well as a means of flexibly creating and updating customized lists of media contacts for distributing its news releases and announcements.

The NIST News and Social Media Group is reaching the end of its subscription to a media management system. The web-based system contains a comprehensive, frequently updated media database for looking up contact information for journalists, and also includes a means for developing and maintaining lists for distributing news releases. This type of system has helped NIST send out news releases and announcements to many of the journalists who would find these most useful.

The News and Social Media Group seeks to continue using a comprehensive, authoritative, up-to-date, and user-friendly system to look up contact information for journalists, media influencers, and news outlets, and to create and update media distribution lists. Coverage of NIST news is worldwide, but PAO's greatest interest is to communicate information in the United States, so NIST desires a media contact database of media in the United States.

### II. Scope of Work

This requirement covers all tasks necessary to deploy a comprehensive, authoritative, up-to-date, and user-friendly on-line media database and mailing list distribution system for use by NIST PAO. It shall include migrating data if necessary from existing mailing lists. This system shall allow for ten (10) NIST staff members to use the database, two (2) of which may be simultaneous at any given time.

#### **III. Specific Requirements**

The Contractor shall provide an integrated media relations management system available via a web portal capable of the following:

- a. Provide access to a comprehensive, up-to-date, accurate database of news media contacts in the United States, including their contact information, coverage beats, and preferred methods of contact for reporters and social media influencers, with the ability to create customized mailing lists from within the database.
- b. Provide the ability to conduct real-time searches of recently published news articles on specific topics or keywords to aid in the identification of appropriate media contacts who are currently covering topics relevant to NIST and to view recent articles on those topics by those reporters.

- c. Provide the ability to create and update various mailing lists of reporters and social media influencers, and to be able to distribute news releases or other news items to these lists via e-mails that have a NIST "from" address.
- d. Provide analytics of open rates and click-throughs
- e. Provide transparency on which contacts in the database have opted out of receiving e-mails from NIST or the provider.
- f. Provide two (2) licenses for simultaneous use of its integrated media relations solution in the NIST PAO; provide user names for ten (10) PAO staff; provide setup instructions for all user names.

## **IV. Deliverables and Deliverable Due Dates**

Provide a Web-accessible database of news media contacts in the United States that includes migration of the existing NIST media lists to the new system to the Technical Point of Contact (TPoC) no later than 30 Sep 2016.

The Contractor shall provide or make available at least 1-hour of training to ten (10) PAO staff to use the system properly and optimally. Acceptable options include a webinar delivered to all PAO staff simultaneously or access to a saved webinar that can be viewed individually.

## V. Reporting Requirements

The service to be provided is access to an online database, therefore no regular reports are required from the Contractor. However, if the service is unavailable for any reason, the Contractor shall keep the NIST TPoC apprised of efforts to restore access to the site.

## VI. Period of Performance and Place of Performance

The period of performance shall be 30 Sep 2016 through 29 Sep 2017.

All activities will be conducted at the Contractor's own place of business.

## 52.212-1 Instructions to Offerors—Commercial Items.

#### INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (OCT 2015)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the <u>SF 1449</u>, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR <u>52.212-3</u> (see FAR <u>52.212-3</u>(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the <u>SF 1449</u>, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers 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.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer

should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section Suite 8100 470 East L'Enfant Plaza, SW Washington, DC 20407

Telephone (202) 619-8925 Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<u>https://assist.dla.mil/online/start/</u>).

(ii) Quick Search (http://quicksearch.dla.mil/).

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR <u>Subpart 32.11</u>) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <u>http://fedgov.dnb.com/webform</u>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>.

(I) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

#### ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

Para (a) North American Industry Classification System (NAICS) code and small business size standard.

NAICS code for the requirement is 519130 and the size standard is 1,000 employees.

(1) GENERAL INSTRUCTIONS:

Period for Acceptance of Offers. Quotations shall remain valid for acceptance for a minimum of 60 days from the closing date of this solicitation.

Quotations are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, a quotation shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the offeror, the date, and the solicitation

number. A one-page transmittal letter signed by an individual authorized to commit the organization shall be transmitted with the quotation to the Government. The quotation shall be on 8 and ½-inch x 11-inch paper, in a commercially standard font, not smaller than 12-point font. Each page in the quotation shall be separately numbered. The quotation shall be limited to ten (10) single sided pages, single-spaced (including letter of transmittal and cover letter, but excluding product literature)

Quotations shall be submitted electronically by email to <u>randy.schroyer@nist.gov</u> in MSWord or Adobe Acrobat pdf format by 5:00 PM EDT on September 6, 2016. It is the responsibility of the offeror to ensure delivery of the quotation is on time and to confirm receipt of quotation delivery date and time. An e-mail quotation will be considered received when it is received in the electronic in-box of <u>randy.schroyer@nist.gov</u>.

This RFQ does not commit the Government to pay any costs for the preparation and submission of a quotation.

The Contracting Officer is the only individual who can legally commit and obligate the Government to the expenditure of public funds in connection with this proposed acquisition.

Any questions regarding this solicitation shall be submitted in writing to <u>randy.schroyer@nist.gov</u> by 5:00 PM EDT on August 31, 2016. The Government will only respond to written questions.

Only information received on or before the due date and time for receipt of quotations will be considered for award. Any quotation, or part thereof, received after the due date and time for receipt of quotations, will be deemed late and not considered for award.

(2) QUOTATION CONTENT:

The quotation shall consist of two separate electronic files: (a) Technical Quotation; and (b) Business/ Price Quotation. The contents of each shall be as follows:

A. Volume I Technical Quotation: No pricing information shall be included in the technical quotation.

The technical quotation shall include the following:

**Media Database Functionality**: The offeror shall submit a detailed description of the media database subscription being offered. The offeror must demonstrate that a) its subscription defines the total no. of media contacts maintained in the media database and the completeness in describing the preferences for individual reporters and social media influencers in how they

prefer to receive materials from and work with PAO; and, b) the frequency of updates to the media contacts information for reporters and editors and the adequacy of quality control methods for ensuring that the information is accurate and complete is defined.

**Technical Capability**: The offeror shall demonstrate its ability to: a) provide full coverage of science and technology trade press contact information across the disciplines most likely to be needed to disseminate NIST research results including physical and chemical sciences, materials science, advanced manufacturing, all fields of engineering, computer science, building research, bioscience, forensics, fire science, nanotechnology, and neutron research; and, b) comprehensively identify reporters who have recently written articles about specific topics within twenty-four hours of those articles appearing on the Internet as well as comprehensive lists of paid subscriptions to major commercial media sources such as the NY Times, Wall Street Journal, or the Washington Post to ensure that articles about specific topics;

To establish technical capability, the offeror shall provide a URL that will grant access to the portal of its on-line media database subscription product. Once accessed, the offeror shall conduct an on-line demo through a service such as join.me or similar.

**References**: The offeror shall provide three relevant professional references that can provide information on the accuracy of reporter profile preferences and contact information contained with the offerors media database, as well as the comprehensiveness of the offerors identification of recent articles by writers on specific topics of interest. For each of the references, the offeror shall provide the client's name/address/tel./e-mail, dollar value, period of performance and a narrative describing the requirement and its relevant to the current requirement.

B. Volume II Business/Price Quotation

The business/price quotation shall include the following:

- 1) The Solicitation no.
- 2) Completed SF1449 (blocks 17a, 23, 24, 30a-c) including offeror's DUNS no., POC with name, tel. no. and e-mail address. the person signing the SF1449 form shall have the authority to commit the Contractor to all of the provisions of the solicitation fully recognizing that the Government has the right, by the terms of the solicitation, to make an award without further discussions if it so chooses
- 3) Signed amendments to the solicitation, if any are issued
- 4) Completed FAR 52.212-3, Offeror Representations and Certifications. Offerors may complete the annual representations and certifications on-line at <u>https://www.sam.gov</u>
   5) Madia Database subscription literature or brachure.
- 5) Media Database subscription literature or brochure
- 6) Price firm, fixed-price, for the required subscription product identified in CLIN 0001, to be invoiced quarterly, in arrears
- 7) Any applicable discounts
- A statement that the offeror agrees to all terms, conditions, and provisions included in the solicitation\*
- A copy of the page(s) from the offerors current established price list applicable to the subscription product proposed
- 10) A statement that the quotation is valid for a minimum of (45) days from the closing date of this solicitation

\*Acceptance of Terms and Conditions:

This is an open-market solicitation for a web-based subscription product as defined in the Statement of Work (SoW). The Government intends to award a purchase order as a result of this solicitation that will include the clauses set forth herein. The quotation should include one of the following statements:

"The terms and conditions in the solicitation are acceptable to be included in the award document without modification, deletion, or addition" OR

"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: The offeror shall list exception(s) and the rationale for the exception(s)

(End of provision)

### 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

The Government intends to make a single award but reserves the right to make no award as a result of this solicitation.

The Government will award a purchase order resulting from this solicitation to the responsible offeror whose quotation is the most highly rated, and conforming to the solicitation, results in the best value to the Government, non-price and price factors considered. NIST reserves the right to make award to other than the lowest-priced offeror or to the offeror ranked highest technically, if it determines that to do so would result in the best value to the Government.

The Government intends to make a single award and reserves the right to make no award as a result of this RFQ.

The Government intends to evaluate quotations and award a purchase order without discussions with offerors. Therefore, the offeror's initial quotation should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any and or all quotations if such action is in the public interest; accept other than the lowest price quotation; and waive informalities and minor irregularities in quotations received.

Non-price factors are listed in descending order of importance. Media Database Functionality and Technical Capability are more important than References. Technical subfactors, when combined, are more important than price.

#### \*\*\*EVALUATION CRITERIA\*\*\*

#### \*\*\*Technical

#### \*\*\*Technical SubFactor 1 Media Database Functionality

The Government will evaluate the overall quality, comprehensiveness and relevance of the offerors proposed media database subscription based on the information contained in the technical quotation and viewable at the website during NIST's demonstration. The Government will evaluate the accuracy of reporter (including social media influencers) and editor contact information including the total no. of media contacts maintained, the completeness of the U.S. news media contacts and profiles describing how those reporters, social media influencers, and editors prefer to be contacted, the frequency by which updates to the media contacts are deployed, and the quality control method(s) used by the Contractor to ensure accuracy of the database content.

#### \*\*\*Technical SubFactor 2 Technical Capability

The Government will evaluate the offeror's capability to provide full coverage of science and technology trade press contact information across the disciplines most likely to be needed by NIST for disseminated research results. The Government will evaluate the offerors ability to identify reporters who have written recent articles about specific topics within twenty-four hours of those articles appearing on the Internet and the extent to which lists of paid subscriptions to major commercial media sources are available to ensure articles by reporters to those major commercial media sources are identified in searches of recent articles about specific topics.

#### \*\*\*Technical SubFactor 3 References

The Government will evaluate the quality of reference comments concerning the offerors ability to deploy a comprehensive media database. In assessing the offerors performance NIST will evaluate the extent to which the contact information contained within the media database was accurate and the comprehensiveness of the identification of recent articles by writers on specific topics of interest.

## \*\*\*Price

The Government will evaluate the offeror's proposed quarterly in arrears pricing to determine whether the proposed pricing is realistic and reasonable in relation to the solicitation requirements.

(End of Provision)

. 4 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(Reference 52.204-19)

(Reference 52.212-4)

. 6 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

(Reference 52.232-39)

. 7 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(Reference 52.232-40)

. 8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2016)

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections Under the American Recovery L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) [Reserved]

(14)

(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.

(15)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)). (17)

(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Oct 2015) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

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(19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)). (20) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)). (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f). XX (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)). (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)). (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)). XX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755). (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126). XX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015). XX (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246). (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212). (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793). (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212). (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). XX (33)(i) 52.222-50, Combating Trafficking in Persons (March 2,2015) (22 U.S.C. chapter 78 and E.O. 13627). (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 7 and E.O. 13627). (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Contentfor EPA-Designated Items (May 2008) (42 U.S.C.6962(c) (3)(A)(ii)). (Notapplicable to the acquisition of commercially available off-the-shelf items.) (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.) (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693). (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693). (38) (i) 52.223-13, Acquisition of EPEAT(R) -Registered Imaging Equipment(Jun 2014) (E.O.s 13423 and 13514) (ii) Alternate I (Oct 2015) of 52.223-13. (39) (i) 52.223-14, Acquisition of EPEAT(R) -Registered Television (Jun 2014) (E.O.s 13423 and 13514). (ii) Alternate I (Jun 2014) of 52.223-14. (40) 52.223-15, Energy Efficiency in Energy-Consuming Products(Dec 2007) (42 U.S.C. 8259b). (41) (i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514). (ii) Alternate I (Jun 2014) of 52.223-16. XX (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513). (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693). (44) 52.223-21, Foams (June, 2016) (E.O. 13693). (45) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C.chapter 83). (46) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41,112-42, and 112-43). (ii) Alternate I (May 2014) of 52.225-3. (iii) Alternate II (May 2014) of 52.225-3. (iv) Alternate III (May 2014) of 52.225-3. (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). XX (48) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.`s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). (52) 52.232-29, Terms for Financing of Purchases of Commercial Items(Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

(53) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (54) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (Jul 2013) (31 U.S.C. 3332).

(55) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(58) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C.2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

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

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires(MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor --Price Adjustment (Multiple Year and Option Contracts)(MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5)52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

(6)52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(10) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007)(31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii)52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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(vii) 52.222-36, Equal Opportunity for Workers with Disabilities(Jul2014) (29 U.S.C. 793).
(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)

(E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) 41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

. 9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to contract expiration.

(End of Clause)

. 10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://acquisition.gov/far/index.html

(End of Clause)

. 11 1352.201-70 CONTRACTING OFFICER?s AUTHORITY (APR 2010)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of clause)

The contractor shall comply with all applicable laws, rules and regulations which deal with or relate to performance in accord with the terms of the contract.

(End of clause)

. 13 1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

(a) Purpose. The purpose of this clause is to ensure that the contractor and its subcontractors:(1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract, and

(2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c) Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. The contractor warrants that, to the best of the contractor?s knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. The contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting

Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the contractor?s impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

(d) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend or debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) Subcontracts. The contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms "contract," "contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government?s rights.

(f) Prime Contractor Responsibilities. The contractor shall obtain from its subcontractors or consultants the disclosure required in FAR Part 9.507-1, and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the Contracting Officer. If the subcontractor?s organizational conflict cannot be avoided, neutralized, or mitigated, the contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the contractor becomes aware of a subcontractor?s potential or actual organizational conflict of interest after contract award, the contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the contractor?s own risk.

(g) Waiver. The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a

full written description of the requested waiver and the reasons in support thereof.

(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:
NIST
100 Bureau Dr.
Gaithersburg, MD 20899

(End of clause)

#### . 15 NIST LOCAL-04 BILLING INSTRUCTIONS

(a) NIST prefers electronic Invoice/Voucher submissions and they should be emailed to INVOICE@NIST.GOV.

(b) Each Invoice or Voucher submitted shall include the following: (1) Contract Number. (2) Contractor Name and Address. (3) Date of Invoice. (4) Invoice Number. (5) Amount of Invoice and Cumulative Amount Invoiced to-date. (6) Contract Line Item Number (CLIN). (7) Description, Quantity, Unit of Measure, Unit Price, and Extended Price of Supplies/Services Delivered. (8) Prompt Payment Discount Terms, if Offered. (9) Any other information or documentation required by the contract.

(c) In the event electronic submissions are not used, The Contractor shall submit an original invoice or voucher in accordance with the payment provisions of this contract to: NIST: Accounts Payable Office 100 Bureau Drive, Mail Stop 1621 Gaithersburg, MD 20899-1621

(End of clause)