

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

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	1. REQUISITION NUMBER	PAGE OF
			5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
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9. ISSUED BY	CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:
		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)	
		SIZE STANDARD:	

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO	CODE		16. ADMINISTERED BY	CODE	
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17a. CONTRACTOR/OFFEROR.	CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	CODE	
TELEPHONE NO.							

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED

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	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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED
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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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT <i>(Location)</i>
41c. DATE	42c. DATE REC'D <i>(YY/MM/DD)</i>
	42d. TOTAL CONTAINERS

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>A glow discharge system for cleaning and functionalizing transmission electron microscopy (TEM) support grids to support TEM specimen preparation in CNST user facility.</p> <p>The system shall meet or exceed the minimum requirements as stated in Section 1</p> <p>FOB : Destination</p>	1.00	EA	_____	_____

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CLAUSES

Section 1 Minimum Requirements

Requirements Document: Glow Discharge System

Introduction/Background

The National Institute of Standards and Technology (NIST) seeks to procure a glow discharge system for cleaning and functionalizing transmission electron microscopy (TEM) carbon support films/grids to support TEM specimen preparation in the Center for Nanoscale Science and Technology (CNST), NIST's nanotechnology user facility. The glow discharge system, which will expand the NanoFab's TEM specimen preparation capabilities, will be sited and used in the CNST NanoFab as a shared resource accessible to researchers from industry, academia, NIST, and other government agencies.

General Description

A glow discharge system is used to clean and functionalize transmission electron microscopy support grids. The system makes the carbon support film on the TEM grid negatively charged and hydrophilic, allowing samples suspended in an aqueous solution to disperse more evenly on the support film. This is especially important for preparing grids for cryo imaging and analysis, for dispersing nanoparticles on the support film, and for dispersing some biological materials on the support film.

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.

CLN 0001: Quantity of one (1) Glow Discharge System which meets or exceeds the minimum requirements identified below:

- 1. Glow Discharge System shall meet or exceed the following general requirements:**
 - a. The system shall support a hydrophilic surface state, negative charge mode for treatment of TEM carbon support films.
 - b. The glow discharge system shall not require placement in a fume hood for operation (hydrophilic surface state, negatively charged, air atmosphere).
 - c. If the unit has dual chambers, both chambers must be capable of use in air to achieve a hydrophilic surface state, negative charge mode for TEM carbon support films.

- 2. System's Power and Process shall meet or exceed the following specifications:**
 - a. The plasma current shall be at least 0-30 mA.
 - b. HV power supply shall be = 30W.
 - c. Electrode polarity shall be user selectable to be positive or negative.
 - d. Preprocess hold time shall be variable from at least 0 - 4 hrs.
 - e. Process time shall be at least 1 – 600 sec.
 - f. The glow discharge treatment shall be uniform over the area of the stage.

Requirements Document: Glow Discharge System

- g. Power requirements shall be = 120 V, 60 Hz, 15 A.
3. **System's Vacuum and Vacuum Pump shall meet or exceed the following specifications:**
- a. The glow discharge system shall vent slowly so that the TEM grids are not disturbed when venting.
 - b. The chamber shall have vent gas inlets for slowly venting the chamber.
 - c. A vacuum pump shall be included with the glow discharge system, and the pump shall have the following specifications:
 - a.1) The vacuum pump shall be a two-stage rotary pump.
 - a.2) The vacuum pump shall have a minimum pumping speed of 4.3 m³/hr.
 - a.3) The pumping time to an operational vacuum shall be less than 5 minutes.
 - a.4) The vacuum control shall be a Pirani gauge, with the vacuum level easily displayed.
 - a.5) The working vacuum shall be in the range 0.20 – 1.1 mbar.
 - a.6) The ultimate vacuum of the system shall be at least 0.03 mbar.
 - a.7) The vacuum pump inlet flange shall be a KF-16 flange.
 - a.8) All vacuum connections and hoses between the glow discharge system and the pump shall be included with the system.
 - a.9) An oil mist filter shall be included on the pump.
 - a.10) The vacuum pump oil shall be included with the pump.
4. **System's dimensions shall meet or exceed the following requirements:**
- a. The glow discharge system shall be a bench-top unit, not to exceed a footprint of 460 mm length x 460 mm width x 380 mm height (18" L x 18" D x 15" H) including the tool plus the pump.
 - b. The process chamber size shall not exceed 150 mm L x 150 mm W x 150mm H.
 - c. The sample stage shall be at least 75 mm L x 75 mm W in size.
 - d. The sample stage platform shall have variable height.
 - e. If the chamber is made of glass, a protective bracket must be included with the system.
5. **System's user interface and safety shall meet or exceed the following requirements:**
- a. The glow discharge system shall have a touch screen display for control of the system.
 - b. Operating parameters shall be readily displayed.
 - c. Operating modes shall include auto, programmable, and manual modes.
 - d. The glow discharge system shall have hardware and software interlocks for the high voltage.

Delivery

Deliverable One (1): Delivery shall be FOB DESTINATION and shall occur NLT six (6) weeks ARO.

Requirements Document: Glow Discharge System

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 and/or damage to the goods occurring before receipt and acceptance of the shipment by the consignee at the delivery point specified in the purchase order; 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 F110
Gaithersburg, MD 20899

Installation and Training

- a. The system shall be installed at onsite at NIST in Gaithersburg, MD (Building 216/Room F110) by NIST personnel. The system shall be provided with telephone and email support for NIST staff members to install, start-up, and use the tool.
- b. The system shall be provided with telephone and email support for NIST staff members to install, start-up, and use the tool.
- c. The system shall be provided with a complete set of detailed operation and maintenance manuals in printed and digital form.

Inspection and Acceptance

In addition to the inspection and acceptance terms articulated in 52.212-4, the Government reserves the right to perform such performance tests and evaluations as defined below to verify specified system performance. Such tests and evaluations, if performed, shall be conducted within the environment that the system is to be operated. The Contractor has the right to be present during the tests and evaluations, if performed, at the Contractor's expense.

Inspection and acceptance shall occur within ten (10) business days after receipt of Glow Discharge System at NIST.

The testing procedures are:

- a. NIST will install the glow discharge system and test it for compliance with the specifications.
- b. A visual inspection of the Glow Discharge System will be performed by the NIST TPOC to identify surface defects or any form of indication that the System was damaged during transport to NIST. The Government shall have sole discretion to require repair or replacement of damaged and/or nonconforming supplies at no cost to the Government. The Government at any time prior to acceptance shall reject the system due to defects and/or nonconformance.

The place of acceptance shall be:

100 Bureau Drive

Requirements Document: Glow Discharge System

Building 216
Gaithersburg, MD 20899

Ownership (title) of the Glow Discharge System shall transfer to NIST upon acceptance.

Warranty

The contractor shall warrant the entire system in accordance with the contractor's standard commercial timeframe. Warranty shall commence after receipt and acceptance of the equipment and shall be in accordance with terms in FAR 52.212-4

Payment Schedule

The Contractor shall be paid, in accordance with Net 30-day payment terms, upon receipt and acceptance of a proper invoice, in accordance with the following schedule:

1. 100% after receipt and acceptance by the TPOC of fully delivered system.
2. The Government anticipates inspection will occur upon:
 - a. After the testing procedures set forth in this document have been completed.

NOTE: Partial shipments and partial invoices will not be accepted, unless other-wise requested and accepted by the Contracting Officer prior to award offer. Proposed payment schedules shall be submitted with vendor's response to the RFQ for consideration.

ADDENDUM TO FAR 52.212-1, QUOTATION PREPARATION INSTRUCTIONS

1) VOLUME I - TECHNICAL QUOTATION:

The quoter shall submit one (1) copy of the technical quotation. The technical quotation shall address the following:

TECHNICAL CAPABILITY:

The offeror shall submit a technical description and/or product literature for the equipment it is proposing, which clearly identifies the manufacturer, make and model. The offeror must demonstrate that its proposed equipment meets or exceeds each minimum requirement described in the statement of work by providing a citation to the relevant section of its technical description or product literature. If applicable, evidence that the Offeror is authorized by the original equipment manufacturer to provide the item(s) in the quotation should be included.

If standard product literature and/or technical descriptions do not address all required specifications, offerors must provide narratives and or explanation of the work that will be performed to meet the requirement(s).

2) VOLUME II - PRICE QUOTATION:

The quoter shall submit (1) one copy of the completed price schedule. The pricing quotation shall be separate from any other portion of the quotation. The quoter shall propose a firm-fixed-price, FOB Destination, for each CLIN. Contractor shall state express warranty coverage. Price quotations shall remain valid for a period of 90 days from the date quotations are due.

3). Acceptance of RFQ terms and conditions:

This is an open-market solicitation for equipment as defined herein. 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:

Offeror shall list exception(s) and rationale for the exception(s)

Note: 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 quoted 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 should be included in the quotation.

4. The Dun and Bradstreet Number (DUNS number) for the quoter's active System for Award Management (SAM) registration. Quoters must have an active registration at www.SAM.Gov to receive an award;

5. Quoters shall include a completed copy of the provisions, "Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Class Deviation) (March 2015)" and "Buy American Act Certificate" with their quotation.

52.212-3 Offeror Representations and Certifications -- Commercial Items (Nov 2017)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 the following definitions of FAR 52.212-3 are not implemented into this solicitation.

“Administrative merits determination”

“Arbitral award or decision”

Paragraph (2) of “Civil judgment”

“DOL Guidance”

“Enforcement agency”

“Labor compliance agreement”

“Labor laws”

“Labor law decision”

Per Court Injunction dated 24 Oct. 2016 and OMB memo dated 25 Oct. 2016 paragraph (s) of 52.212-3 is not implemented into this solicitation.

1352.213-70 Evaluation utilizing simplified acquisition procedures.

Evaluation Utilizing Simplified Acquisition Procedures (APR 2010)

The Government will issue an order resulting from this request for quotation to the responsible offeror whose quotation results in the lowest priced, technically acceptable quotation, considering both price and non-price factors. The following factors will be used to evaluate quotations:

(1) Technical Capability: No prototypes, demonstration models, used or refurbished instruments will be considered. Evaluation of technical capability shall be based on the information provided in the quotation. NIST will evaluate whether the offeror has demonstrated that its proposed equipment meets or exceeds all technical specifications. Quotations that do not demonstrate the proposed equipment meets all requirements will not be considered further for award. **If an offeror does not indicate whether its proposed equipment meets a certain minimum requirement, NIST will determine that it does not.**

(2) Price: Price shall be evaluated for reasonableness

(End of clause)

(Reference 52.204-7)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (OCT 2015)

(Reference 52.225-25)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

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

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that--

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

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

(End of provision)

52.225-18 PLACE OF MANUFACTURE (MAR 2015)

(a) Definitions. As used in this clause:

``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 endproduct 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)

52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)

(a) Definitions. As used in this provision--

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances. (b) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years. (c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

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

Predecessor legal name: _____.

(Do not use a "doing business as" name).(End of provision)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
(Reference 52.204-16)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
(Reference 52.204-13)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MANAGEMENT (JUL 2016)
(Reference 52.204-18)

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

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JAN 2017)
(Reference 52.212-4)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2018)

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

(4) 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 and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (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 (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

(17)

(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Nov 2016) of 52.219-9.

(v) Alternate IV (Nov 2016) of 52.219-9.

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

(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (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).

(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).

xx (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

xx (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

xx (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

xx (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 (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 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 Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun, 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun, 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 (Jun, 2016) (E.O. 13693).

(44) 52.223-21, Foams (Jun, 2016) (E.O. 13693).

(45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

xx (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

(47) (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.

(48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

xx (49) 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).

(50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(53) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(54) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

xx (55) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

(60) (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) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008)(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 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (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.

(iv) 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.

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

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

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

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 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.

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

(xii) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 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.)

(xiv) 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)

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

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xviii) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 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.

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

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

(End of Clause)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
(Reference 52.232-39)

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

52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE`S PREMISES (APR 1984)
(Reference 52.247-35)

1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)
(Reference 1352.201-70)

1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)
(Reference 1352.209-73)

1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)
(Reference 1352.209-74)

1352.215-72 INQUIRIES (APR 2010)

Offerors must submit all questions concerning this solicitation in writing to joni.laster@nist.gov . Questions should be received no later than three (3) calendar days after the issuance date of this solicitation. Any responses to 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 question responses included in the amendment to the solicitation will govern performance of the contract.

(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:
Bldg. 202, Room 115 100 Bureau Drive
Gaithersburg, Md. 20899

(End of clause)

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)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of domestic end product. The terms commercially available off-the-shelf (COTS) item, component, domestic end product, end product, foreign end product, and United States are defined in the clause of this solicitation entitled Buy American -Supplies.

(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.

(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 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:

NIST/ACQUISITION MANAGEMENT DIVISION

ATTN: PATRICK STAINES, CONTRACTING OFFICER

100 Bureau Drive, MS 1640

Gaithersburg, MD 20899

(c) Agency protests filed with the Protest Decision Authority shall be sent to the following address:

NIST/ACQUISITION MANAGEMENT DIVISION

ATTN: HEAD OF THE CONTRACTING OFFICE (HCO)

100 Bureau Drive, MS 1640

Gaithersburg, MD 20899

(d) A complete copy of all agency protest, 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

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, N.W.

Washington, D.C. 20230

FAX: (202) 482-5858

(End of clause)