

**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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">PARTIAL</td> <td style="width: 50%; padding: 2px;">FINAL</td> </tr> </table>	PARTIAL	FINAL				
PARTIAL	FINAL					

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

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

**Government requirements**

Repair Service for Humidity Chamber

The contractor shall provide repair services for a Government owned Cincinnati Sub-Zero Products, Inc. humidity chamber (Model ZPH-32-3.5-SCT/AC) (Serial number is ZP0553752). The equipment is located at the National Institute for Standards and Technology (NIST), 100 Bureau Drive, Gaithersburg, MD 20899 in Building 220, Room B205. The chamber is used for artificial ageing studies on fibers, polymers, and composites used in protective applications such as body armor. **Note:** Recent operation of the equipment indicates the controller is not functioning properly.

**Requirements- The Contractor shall:**

1. Inspect the instrument and perform all necessary repairs to bring the instrument to full operating performance as defined in the attached Z-Plus Brochure.
2. Remove and replace any defective parts.
3. All parts replaced must be new parts however, original equipment manufacturer (OEM) parts are not required
4. Rewire and install new relays, switches, etc. as necessary.
5. Perform ISO 17025 accredited calibration with a one- year calibration interval.
6. Perform preventive maintenance if required to bring equipment back to functioning status.
7. Power the unit to verify operation within the manufacturer’s specifications attached Z-Plus Brochure.
8. Provide detailed data sheet on all work performed and all components verified.
9. Provide training on the operation of all new parts/components within 2 days after repair is completed.

**Deliverables:**

<i>Description</i>	<i>Due date</i>
Repair Service for Humidity Chamber	Within 2 weeks of award.

**Government Acceptance:**

The Government technical point of contact will inspect and confirm that all minimum requirements in this statement of requirements has been met.

**General Information:**

**Repair Personnel:** All service performing services under this contract shall be trained personnel who are familiar in the operation of the equipment

**Safety:** The Contractor employee shall be responsible for knowing and complying with all installation safety prevention regulations. Such regulations include, but are not limited to, general safety, radiation safety, fire prevention, and waste disposal.

**Security:** NIST is a restricted campus. An identification badge is required for access for entry into buildings and also is shown to the armed Security Police when entering the campus.

**Identification Badges:** Contractor employees shall comply with NIST identification and access requirements. Each Contractor employee shall wear a visible identification badge provided by the NIST Security Office.

**Vehicle Registration:** All Contractor employees must register their vehicles with the NIST Security Office to gain access to the campus. A valid driver's license, Government-furnished civilian ID, proof of insurance and current registration must be presented to the NIST Security Office, at which time a NIST vehicle pass will be issued. The pass shall be displayed on the vehicle in accordance with NIST Security Office instructions.

**Location of Services:** To the maximum extent practicable, service shall be rendered on-site at the NIST Gaithersburg, MD campus. In the event that a part needs to be repaired off-site, the Contractor shall be responsible for all packaging, shipping, and transportation costs as well as liability for the shipment to and from NIST Gaithersburg. The Contractor shall be responsible for providing NIST Gaithersburg with packaging instructions, a shipping account number, and a Return Authorization Number authorizing return of the shipment to their facility prior to the shipment.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Repair of CSZ humidity chamber in accordance with the attached specifications	1.00	EA	_____	_____

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## SECTION

### . 1 Solicitation information

#### SOLICITATION INFO

This procurement is being issued pursuant to the authority of FAR Part 13 – Simplified Acquisition Procedures. Award will be made to the Offeror that provides the lowest priced technically acceptable quote. Technical acceptability means that the quote meets all of the stated minimum specifications. The Government will evaluate information based on the following evaluation Criteria:

- 1) Technical Capability factor "Meeting the Requirement," and
- 2) Price.

Technical Capability: Evaluation of Technical Capability will be based on the information provided in the quotation to determine whether the quote demonstrates that all minimum specifications have been met.

Price: The Government will evaluate price for reasonableness.

The Contractor shall submit the following:

- 1) A firm fixed price quotation meeting all the requirements.
- 2) A description and/or product literature which clearly demonstrates that all the requirements of the statement of work have been met. Offeror shall include the manufacturer or brand name, make and model of the products, and clearly documents that the offered repair meets the minimum specifications required.
- 3) If the contractor objects to any of the terms and conditions contained in this solicitation, the contractor shall state "The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following:" [Contractor shall list exception(s) and rationale for the exception(s)]. It is the sole responsibility of the contractor to identify in their quote any exceptions to the terms and conditions of the solicitation. If the contractor does not include such a statement, the submission of a quotation in response to this solicitation will be regarded as the Contractor's acceptance of the Government's terms and conditions for inclusion into the resultant purchase order. Please note that this procurement IS NOT being conducted under the GSA Federal Supply Schedule (FSS) program or another Government-Wide Area Contract (GWAC). If a contractor 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 contractor's FSS or GWAC contract, and the statement required above shall be included in the quotation;

Payment will be made in one lump sum upon successful completion of the requirements identified in the REQUIREMENTS DOCUMENT.

Delivery terms shall be FOB Destination

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 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.



# Z-Plus

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## Temperature/Humidity Chambers



[www.cszindustrial.com](http://www.cszindustrial.com)

## Z-Plus Series Temperature/Humidity Chambers

- Performance You Specify
- Reliability You Expect
- Features You Want
- Value You Need
- Energy You Save

Z-Plus chambers are used to test and store products by subjecting them to various temperature & humidity conditions. Designed for ease-of-use, reliability and performance, this line of chambers incorporates customer-requested features with extended performance for faster ramp rates.

Whether you need to do basic temperature cycling or fast temperature cycling, the Z-Plus offers a variety of sizes, temperature ranges and performance packages that meet your testing needs with over 90 different models to select from with and without humidity

### Features

All Z-Plus chambers include your most requested chamber features.

- CSZ EZT-570 Touch Screen Controller
- Email or Text Message Alarm Notification
- RS-232/RS-485 Serial Communications
- Ethernet Control and Monitoring
- Temperature Limit and Alarm
- Two 4" Access Ports
- Casters
- Leveling Legs
- Adjustable, Slide-Out Shelf
- Single-Handed Latch
- Fog-Free Viewing Window
- Interior Light
- Easily Removable Access Panels
- Enhanced Air Flow
- Extended Performance

Features At-A-Glance



**CSZ**  
Cincinnati Sub-Zero

### Cabinet Features

The contemporary and smooth cabinet design is aesthetically pleasing to fit the style of your laboratory. The standard color is pearl gray finished with a durable oven-baked powder coat, contrasting trim and hardware.

Two, 4" access port centered on the left-hand and right-hand sides for ease of cable routing. Ports are fully welded to eliminate leaks and increase chamber life

Compact size and casters allow you to move the chamber throughout your lab with leveling legs to secure and level your chamber

One adjustable product shelf slides out to provide easier access to your product. The new shelf design is non-tipping and supports large product loads

EZ-tilt controller screen tilts up or down 20° to accommodate users of different heights



- Single-handed latch operation for ease of use
- Fog-free viewing window provides product viewing
- Interior light illuminates chamber workspace and product
- Removable side panels allow for easy access to all systems
- Lower workspace allows for easy product loading
- The workspace interior is heliarc-welded with type 304 brushed stainless liner that is easy to clean
- Double gasketing assures a vapor tight seal and non-settling low "K" factor fiberglass insulation minimizes heat loss
- Each chamber is fully pressure tested along with fully welded ports to eliminate potential leaks and prolong chamber life

### Air Flow System

Our high volume airflow system includes robust air circulator motors that provide better airflow that improves controllability within the chamber. Better airflow minimizes temperature gradients and accelerates temperature change rates of the device under test.

## Z-Plus Series Temperature/Humidity Chambers

### Time-Saving Features to Test Faster

EZ→Programming EZ→Data logging  
EZ→To be Connected to Your Test World

CSZ's EZT-570i controller offers a 7" or 10" touch screen and the latest in test chamber programming. Flexible configurations along with a full range of user-friendly features combine to simplify programming and save valuable time for greater return on your investment. Intuitive controller includes built-in data security & safeties to protect your chamber and product under test.



### Communications & Connectivity

- Ethernet capability to remotely monitor and control multiple test chambers. Wired, wireless, local area network or World Wide Web Ethernet connectivity provides anytime, anywhere access using a PC or PDA device.
- Alarm notification system sends email and/or text phone messages in the event of a test chamber alarm, saving valuable tests while reducing downtime.
- Integrated email sends data files directly from the controller with a touch of a button.

### Data Logging

- Data logging with custom file names, batch & lot numbers, operator events & digital signatures.
- Automated "Ethernet" back-up of data files provides "hassle free" file management.
- Easily download profiles, alarm files, audit trail files and data files to USB memory stick in a compatible .CSV file format. Also import profiles to other chambers saving valuable profile entry time.
- Access data files directly from controller or PC.



### User Convenience & Flexibility

- Real time & historical trend graphs. Print graphs directly to a printer.
- Profile status view provides details on the profile with stop date and time.
- Profile autostart allows profiles to begin at a date, day and time.
- Help menu provides text and voice assistance in multiple languages (English, Spanish, French or Chinese).

### Enhanced Functionality

- Adapt-a-tune technology provides the ultimate in chamber performance and control stability.
- Product control feature accelerates temperature cycling of the device under test.
- Product high/low limit protects product.
- Selectable power failure/recovery options.
- Fully configurable alarm settings.
- Full system security allows up to 30 different users with three different levels of security.

### Refrigeration Features

- Extended performance with a selection of three refrigeration systems and multiple performance packages are available to meet your product testing requirements.
- Environmentally safe refrigerants are non-flammable, and have a zero Ozone Depletion Potential (ODP).
- Refrigeration service taps and refrigeration pressure gauges are included for easy maintenance.
- Refrigeration system saves energy costs and prevents coil frost up for efficient operation.



CSZ's patented Tundra® system offers increased performance, reduces maintenance and energy usage, saving up to 54% on operational costs. Available in temperature ranges as low as -45°C. See pg. 8 for details.

### Humidification System (ZPH Models)

- The Z-Plus features our fast response, tight control, humidity system. Humidification systems allow for humidity and moisture resistance testing meeting a variety of commercial and military standards.
- These systems include an electronic, solid-state humidity sensor for accuracy and minimal maintenance.



### Electrical & Safety Features

- All wiring between the electrical panel and the various components pass through terminal strips for easy maintenance. Wiring is color-coded and identified with numbers that correspond to system schematics.
- Multiple safety devices include a primary over-temperature limit to protect your product and an over-temperature safety limit to protect the chamber. All branch power and control circuits are individually fused.
- Safety relay connection is provided to protect your device under test by removing power to it when the chamber is not running.

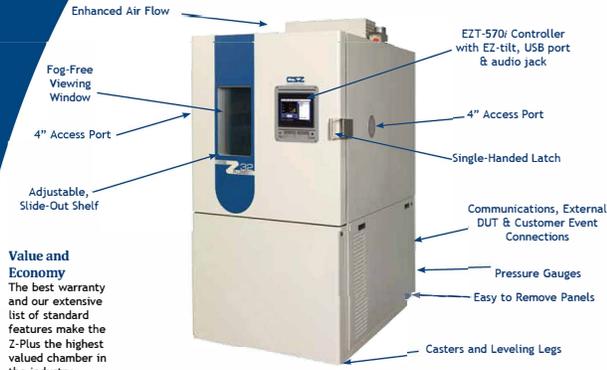


### Communications

- Z-Plus models come equipped with EIA-232, EIA-485 communications, ethernet connectivity for monitoring & control, and optional IEEE-488 GPIB.
- Customer Event Output Option includes 15 event outputs with connection panel and removable plug connectors. Designed to turn customer's electronic DUT's (devices under test) ON or OFF at various stages of the customer programmed test profile.



## Standard Z-Plus Features



**Value and Economy**  
The best warranty and our extensive list of standard features make the Z-Plus the highest valued chamber in the industry.

## Options for Flexibility and Performance

Choose from a complete selection of standard and custom options for flexibility and increased performance not found in other competitive models such as the ability to incorporate both left and right side ports/slots.

**Windows Software for your chamber controller...**

Using our optional EZ-View windows software, from one central PC you are able to monitor, control, datalog, create profiles, and receive alarm notifications. This software package allows you to control up to 31 chambers. Contact your CSZ salesperson for additional information.

### Optional Accessories

- Dry Air Purge
- Recirculating Water Supply System
- Humidity Water Filtration System
- Demineralizer Cartridge Filters
- LN2 Boost Cooling
- Low RH
- CO2 Boost Cooling
- CO2 Cooling Only
- LN2 Cooling Only
- GN2 Purge
- Water Cooled Condenser (1-3HP)
- Air Cooled Condenser (6HP)
- Water Pressure Regulator
- 10\"/>

- Customer Event Digital Outputs
- Digital Inputs
- Heat Only
- Extra Heat for Faster Transitions
- Blank Door without window
- Temperature Limited Sheathed Heaters
- Extended Temperature Range up to 250°C
- Temperature-Controlled Door Lock
- Main Power Cord
- Main Power Disconnect
- Redundant Product Hi/Low Limit
- Glove Ports
- Reinforced Chamber Floor
- Reinforced Shelf
- Additional Ports
- Cable Notch
- Stainless Steel Exterior

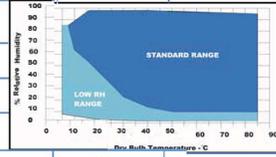


## Z-Plus Performance Data

Single Stage -34°C to 190°C						
	Cooling Performance			Heating Performance		
	with Empty Chamber in Minutes from:			with Empty Chamber in Minutes from:		
	24°C			24°C		
	-18°C	-34°C		93°C	190°C	24°C
ZP-8-2-H/AC	10	22	10	30	10	10
ZP-16-2-H/AC	10	30	15	40	10	10
ZP-32-2-H/AC	22	58	20	60	10	10
ZP-44-2-H/AC	14	38	20	55	12	12
ZP-64-2-H/AC	18	48	20	70	15	15

	Theft Capacity		Electrical Power Requirements	
	Watts		Full Load Amps <sup>1</sup>	
	-18°C	-34°C	208/230V, 1Phase	208/230V, 3Phase
ZP-8-2-H/AC	1200	250	34	30
ZP-16-2-H/AC	1200	250	34	30
ZP-32-2-H/AC	1200	250	34	30
ZP-44-2-H/AC	2000	300	43	38
ZP-64-2-H/AC	2000	300	43	38

	ZP(H) - 8	ZP(H) - 16	ZP(H) - 32	ZP(H) - 44	ZP(H) - 64
<b>Workspace Volume</b>	8 Cubic Ft (230 L)	16 Cubic Ft (450 L)	32 Cubic Ft (900 L)	44 Cubic Ft (1,250 L)	64 Cubic Ft (1,810 L)
<b>Exterior Dimensions</b>	36"W x 57"D x 76"H (91cm x 145cm x 193cm)	42"W x 63"D x 82"H (107cm x 160cm x 208cm)	50"W x 71"D x 91.5H (127cm x 180cm x 232cm)	56.5"W x 71"D x 99.5H (143.5cm x 180cm x 253cm)	60.5"W x 81"D x 101.5H (154cm x 205cm x 258cm)
<b>Workspace Dimensions</b>	24"W x 24"D x 24"H (61cm x 61cm x 61cm)	30"W x 30"D x 30"H (76cm x 76cm x 76cm)	38"W x 38"D x 38"H (97cm x 97cm x 97cm)	44"W x 38"D x 46"H (112cm x 97cm x 117cm)	48"W x 48"D x 48"H (122cm x 122cm x 122cm)
<b>Temperature Ranges</b>	Single Stage: -34°C to +190°C (-30°F to 375°F) Tundra®: -45°C to +190°C (-49°F to 375°F) Cascade: -70°C to +190°C (-94°F to 375°F)				
<b>*Temperature Control Tolerance</b>	±0.5°C at steady state condition after stabilization				
<b>Humidity Range</b>	10% to 98% RH				
<b>Humidity Range Optional Range</b>	5% to 98% RH				
<b>*Humidity Control Tolerance</b>	±3% RH at steady state conditions after stabilization				
<b>Distributed Shelf Load Capacity</b>	110 lbs.	110 lbs.	100 lbs.	100 lbs.	100 lbs.



<sup>\*</sup>Tolerances are based upon the full temperature range of the chamber. Better control will be achieved across a limited range.  
<sup>1</sup>Electrical requirements based on temperature only units. Amperage may increase on humidity models. See quotation for actual amperage.

**Go Green with CSZ's Tundra® Cooling System**

Tundra is a patented refrigeration system design that uses one compressor and is available in temperature ranges as low as -45°C. This system provides additional performance for fast transition rates, increased live load capacity and can save up to 54% on energy costs.

The Tundra systems offers these benefits:

- Increased Performance
- High Reliability
- Quiet Operation
- Energy Efficient
- Improved Serviceability
- Reduced Utility and Maintenance Cost
- Increased Value



**Tundra® -45°C to 190°C**

	Cooling Performance				Cooling Rate <sup>2</sup> °C / min.	Heating Performance		
	with Empty Chamber in Minutes from:					with Empty Chamber in Minutes from:		
	24°C					24°C		
	-18°C	-34°C	-40°C	85°C	93°C	190°C	-34°C	24°C
ZP-8-2-SCT/AC	6	12	18	30	4.1	10	30	10
ZP-8-3-SCT/AC	5	8	10	26	4.8	3.5	10	8
ZP-8-6-SCT/AC	3	5	7	12	11.4	3.5	10	3.5
ZP-16-3-SCT/AC	5	10	12	30	4.1	10	30	10
ZP-16-6-SCT/AC	3	7	10	15	8.3	10	30	6
ZP-16-10-SCT/AC	2	4	6	10	12.5	4	11	3
ZP-32-3-SCT/AC	8	15	20	35	3.5	10	30	8
ZP-32-6-SCT/AC	5	9	12	30	4.1	10	30	8
ZP-32-10-SCT/AC	3	6	8	18	6.9	7	20	6
ZP-32-15-SCT/AC	2	4	6	10	12.5	6	16	5
ZP-44-3-SCT/AC	10	25	30	50	2.5	20	55	12
ZP-44-6-SCT/AC	7	15	20	30	4.1	20	55	12
ZP-44-10-SCT/AC	4	8	12	15	7.3	8	20	7
ZP-44-15-SCT/AC	3	6	10	12	10.4	6	15	5
ZP-64-3-SCT/AC	14	33	38	60	2.0	20	70	15
ZP-64-6-SCT/AC	10	20	25	40	3.1	20	70	15
ZP-64-10-SCT/AC	5	10	18	20	6.2	10	25	8
ZP-64-15-SCT/AC	4	8	12	15	8.3	8	20	6

	Live Load Capacity			Electrical Power Requirements		
	Watts			Full Load Amps		
	-18°C	-34°C	-40°C	208/230V, 1Phase	208/230V, 3Phase	460V, 3 Phase
ZP-8-2-SCT/AC	1800	950	725	31	27	-
ZP-8-3-SCT/AC	2110	1100	925	-	38	23
ZP-8-6-SCT/AC	2200	1500	1200	-	46	21
ZP-16-3-SCT/AC	3000	1700	1300	-	38	23
ZP-16-6-SCT/AC	3600	2300	1800	-	46	21
ZP-16-10-SCT/AC	4000	2500	2000	-	-	29
ZP-32-3-SCT/AC	3000	1700	1300	-	38	23
ZP-32-6-SCT/AC	3600	2300	1800	-	46	21
ZP-32-10-SCT/AC	6000	3500	2300	-	-	29
ZP-32-15-SCT/AC	8000	5000	3000	-	-	35
ZP-44-3-SCT/AC	2800	1500	1100	-	38	23
ZP-44-6-SCT/AC	3300	2000	1500	-	46	21
ZP-44-10-SCT/AC	6000	3500	2300	-	-	29
ZP-44-15-SCT/AC	8000	5000	3000	-	-	35
ZP-64-3-SCT/AC	2600	1300	800	-	38	23
ZP-64-6-SCT/AC	3100	1800	1300	-	46	21
ZP-64-10-SCT/AC	6000	3500	2300	-	-	29
ZP-64-15-SCT/AC	8000	5000	3000	-	-	35

Performance is based on 230V, 60 Hz, operation and a 24°C ambient. For 50 Hz operation, stated performance and air flow may be approximately 17% less. Specifications are subject to change.

<sup>1</sup> Electrical requirements based on temperature only units. Amperage may increase on humidity models. See quotation for actual values.

<sup>2</sup> From 85°C to -40°C

**Cascade -70°C to 190°C**

	Cooling Performance						Cooling Rate °C / min.	Heating Performance			
	with Empty Chamber in Minutes from:							with Empty Chamber in Minutes from:			
	24°C							24°C			
	-18°C	-34°C	-40°C	-54°C	-68°C	-85°C	93°C	190°C	-34°C	-68°C	24°C
ZP-8-1-1-H/AC	10	16	20	30	50	50	2.5	10	30	10	15
ZP-8-2-2-H/AC	5	8	10	12	18	20	6.3	10	30	10	15
ZP(H)P-8-3-5-3.5-SC/AC*	3	5	6	10	14	11	11.3	3.5	10	3.5	4.5
ZP(H)P-8-6-6-SC/AC	1	2	4	6	10	9	14.0	3.5	10	3.5	5
ZP-16-2-2-H/AC	8	10	12	18	25	28	4.4	15	40	10	20
ZP-16-3-5-3.5-SC/AC	6	8	11	17	23	25	5.0	10	30	6	12
ZP-16-6-6-SC/AC	4	6	7	10	15	15	8.3	10	30	6	12
ZP(H)P-16-10-10-SC/AC*	1	2	2.5	5	11.5	10	12.5	4	11	3	5
ZP-32-2-2-H/AC	10	16	20	28	38	40	3.1	20	60	10	20
ZP-32-3-5-3.5-SC/AC	8	14	18	25	35	35	3.5	10	30	8	15
ZP-32-6-6-SC/AC	5	8	10	15	25	25	5.0	10	30	8	15
ZP-32-10-10-SC/AC	4	6	7	10	15	15	8.3	7	20	6	10
ZP-32-15-15-SC/AC	3	4	5	7	10	8	15.6	6	16	5	8
ZP(H)P-32-20-20-WC*	1.5	2.25	2.5	4	6	6	21.0	2	7	3	4.5
ZP-44-3-5-3.5-SC/AC	15	22	28	40	60	50	2.5	20	55	12	20
ZP-44-6-6-SC/AC	8	12	15	20	30	30	4.1	20	55	12	20
ZP-44-10-10-SC/AC	5	7	8	12	18	15	8.3	8	20	7	10
ZP-44-15-15-SC/AC	4	5	6	8	12	10	12.5	6	15	5	8
ZP(H)P-44-20-20-S/AC*	2	3	4	6	8	8	15.6	3	10	3	4.5
ZP-64-3-5-3.5-SC/AC	15	25	30	40	60	60	2.0	20	70	15	25
ZP-64-6-6-SC/AC	10	15	20	25	35	35	3.5	20	70	15	25
ZP-64-10-10-SC/AC	6	8	9	15	22	20	6.2	10	25	8	12
ZP-64-15-15-SC/AC	5	6	7	9	15	12	10.4	8	20	6	10
ZP(H)P-64-20-20-S/AC*	2.5	3.5	4.5	6.5	9	9	14.0	3.5	11	3.5	5

	Live Load Capacity				Electrical Power Requirements <sup>1</sup>		
	Watts				Full Load Amps		
	-18°C	-34°C	-40°C	-54°C	208/230V, 1 Phase	208/230V, 3 Phase	460V, 3 Phase
ZP-8-1-1-H/AC	-	-	650	450	200	33	21
ZP-8-2-2-H/AC	-	-	1200	900	600	49	36
ZP(H)P-8-3-5-3.5-SC/AC*	-	-	1700	1200	750	-	49
ZP(H)P-8-6-6-SC/AC	-	-	2000	1600	1000	-	65
ZP-16-2-2-H/AC	-	-	1800	1200	600	49	36
ZP-16-3-5-3.5-SC/AC	-	-	2000	1600	1000	-	49
ZP-16-6-6-SC/AC	-	-	3000	2400	1500	-	65
ZP(H)P-16-10-10-SC/AC*	-	-	3500	2600	1600	-	45
ZP-32-2-2-H/AC	-	-	1500	1100	600	49	36
ZP-32-3-5-3.5-SC/AC	-	-	2000	1600	1000	-	49
ZP-32-6-6-SC/AC	-	-	3000	2400	1500	-	65
ZP-32-10-10-SC/AC	-	-	4500	3500	1700	-	45
ZP-32-15-15-SC/AC	-	-	5500	4500	2500	-	53
ZP(H)P-32-20-20-S/AC*	-	-	10000	8000	5000	-	84
ZP-44-3-5-3.5-SC/AC	-	-	1700	1300	700	-	49
ZP-44-6-6-SC/AC	-	-	2700	2100	1200	-	65
ZP-44-10-10-SC/AC	-	-	4500	3500	2000	-	45
ZP-44-15-15-SC/AC	-	-	5500	4500	3000	-	53
ZP(H)P-44-20-20-S/AC*	-	-	10000	8000	5000	-	84
ZP-64-3-5-3.5-SC/AC	-	-	1500	1100	500	-	49
ZP-64-6-6-SC/AC	-	-	2500	2100	1000	-	65
ZP-64-10-10-SC/AC	-	-	4500	3500	2000	-	45
ZP-64-15-15-SC/AC	-	-	5500	4500	3000	-	53
ZP(H)P-64-20-20-S/AC*	-	-	10000	8000	5000	-	84

<sup>1</sup> High Performance Model  
Performance is based on 230V, 60 Hz, operation and a 24°C ambient. For 50 Hz operation, stated performance and air flow may be approximately 17% less. Specifications are subject to change.  
<sup>2</sup> Electrical requirements based on temperature only units. Amperage may increase on humidity models. See quotation for actual values.

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. 3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--  
COMMERCIAL ITEMS (MAR 2016)

(a) The Contractor shall comply with the following Federal Acquisition  
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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)
- XX (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.
- XX (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)).
- (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).

XX (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 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) (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.

(37) (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.

(38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(39) (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 (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

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

(42) (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.

(43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(44) 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).

(45) 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).

(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

(49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (50) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (Jul 2013) (31 U.S.C. 3332).

(51) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(54) (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 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) 52.219-8, 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).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (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 contractual obligations.

(End of Clause)

. 4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

(Reference 52.252-1)

. 5 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(Reference 52.204-7)

. 6 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015)

(Reference 52.204-16)

. 7 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR. (NOV 2014)

(Reference 52.204-17)

. 8 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION (NOV 2015)

(Reference 52.209-2)

. 9 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2015)

(Reference 52.212-1)

. 10 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2016)

(Reference 52.212-3)

. 11 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)

. 12 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)

. 13 52.225-2 BUY AMERICAN CERTIFICATE (MAY 2014)

(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)

. 14 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

(Reference 52.252-2)

. 15 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)

(Reference 52.204-13)

. 16 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MANAGEMENT (JUL 2015)

(Reference 52.204-18)

. 17 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(Reference 52.204-19)

. 18 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

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

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

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

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

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contracts Disputes, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

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

(i) Payment.--

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

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

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

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

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

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

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be

liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

(A) change the name in the SAM database;

(B) comply with the requirements of Subpart 42.12; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

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

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

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

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

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

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

(End of Clause)

. 19 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

(Reference 52.232-39)

. 20 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(Reference 52.232-40)

. 21 52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)

(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of Clause)

. 22 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)

. 23 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)

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)

. 24 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.

(End of clause)

. 25 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)

. 26 1352.233-70 AGENCY PROTESTS (APR 2010)

(a) An agency protest may be filed with either: (1) the contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999)

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:

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

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce  
Office of the General Counsel  
Chief, Contract Law Division  
Room 5893  
Herbert C. Hoover Building  
14th Street and Constitution Avenue, N.W.  
Washington, D.C. 20230.  
FAX: (202) 482-5858

(End of clause)

. 27 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:  
100 Bureau Drive, Gaithersburg, MD 20899

(End of clause)

. 28 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)