

THIS IS A COMBINED SYNOPSIS/SOLICITATION FOR COMMERCIAL ITEMS PREPARED IN ACCORDANCE WITH THE FORMAT IN FAR SUBPART 12.6-STREAMLINED PROCEDURES FOR EVALUATION AND SOLICITATION FOR COMMERCIAL ITEMS-AS SUPPLEMENTED WITH ADDITIONAL INFORMATION INCLUDED IN THIS NOTICE. THIS ANNOUNCEMENT CONSTITUTES THE ONLY SOLICITATION; QUOTATIONS ARE BEING REQUESTED, AND A WRITTEN SOLICITATION DOCUMENT WILL NOT BE ISSUED. THIS SOLICITATION IS BEING ISSUED USING SIMPLIFIED ACQUISITION PROCEDURES UNDER THE AUTHORITY OF FAR 13.

This solicitation is a request for quotation. The solicitation document incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2005-94 and 95, effective January 19, 2017.

1352.215-72 INQUIRIES (APR 2010)

Offerors must submit all questions concerning this solicitation in writing to the contract specialist within seven (7) days of the posting. All responses to the questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.
(end of provision)

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

This requirement is unrestricted and all interested offerors may submit a quotation

BACKGROUND:

The Mass and Force group provides traceability for the SI units of mass and force, measurement services, and research in support of the U.S. industry, government, and scientific community. The magnetic suspension mass comparator is a precision instrument designed to perform mass comparisons between vacuum and air. A critical feature of the system is the mass exchange system. This is composed of motorized vertical and rotation stages. The exchange system should be able operate under vacuum pressures.

The magnetic suspension mass comparator, for which the stages will be installed within, is a custom built apparatus that allows the mass comparisons between a mass artifact in air and one in vacuum. Since, the system is custom built parts added or used to replace current parts must fit within the predefined space.

The stages, must allow for automated mass exchange under both atmospheric and high vacuum conditions. The current stages used in the system are not compatible with vacuum environments. Fully vacuum compatible stages are required to replace the existing stages, thus extending the capabilities of the system. Because the requested vacuum compatible stages are meant to replace pre-existing components their dimensions must meet certain criteria to ensure compatibility.

REQUIREMENTS:

Offeror shall provide a firm fixed price (FFP) quotation for the following line items: (All equipment must be new. Used, refurbished, prototype, or remanufactured will not be considered for award).

Contract Line Item Number (CLIN)	QTY	UNIT	UNIT PRICE	APPLICABLE DISCOUNTS	TOTAL
CLIN 0001 –Vacuum compatible Vertical stages.	2	EA			
CLIN 0002, Vacuum compatible Rotary stage.	1	EA			

The required items are a total of three (3) vacuum compatible stages (<10⁻⁵ torr); consisting of two (2) vertical translation stages and one (1) rotary stage.

- The stages shall be controllable via software.
- Necessary cables and power supplies to run the units must be included.
- A signal power supply must be provided that can power all three units.
- A single control unit must be provided to control all three stages.
- Material type of outer casing must be made of aluminum.
- Non-magnetic based home reference or encoder preferred.

CLIN 0001, The Contractor shall provide (2) two, Vertical Stages.

In addition to the requirements listed above, the Two (2) vertical stages must meet the requirements listed below:

- Base mount holes must be M6 (1/4-20) and placed no more than 100 mm apart.
- Vertical stage must have a length and width <125 mm
- Vacuum compatible (<10⁻⁵ torr)
- Stages extended height must not exceed 150 mm
- Travel range must exceed 20 mm
- Load Capacity must exceed 8 kg
- Accessible with computer interface.
- Software provided for testing.
- USB/Serial Interface must be provided
- Motor type: stepper
- Top plate of stage must have pre-tapped holes
- Load must be able to be attached on top of stage
- **Stronger Consideration will be given to stages that utilize position encoders and/or home references that are non-magnetic based (i.e. mechanical swift)**

Contract Line Item 0002, The Contractor shall provide (1) one, Rotary Stage.

In addition to the requirements listed above, the One (1) Rotary stage must meet the requirements listed below:

- Base mount holes must be M6 (1/4-20) and placed no more than 100 mm apart.
- Rotary stage diameter must be less than 100 mm
- Vacuum compatible (<10⁻⁵ torr)
- Stage height must not exceed 40 mm
- Travel range must be full 360°
- Load Capacity must exceed 8 kg
- Accessible with computer interface.
- Software provided for testing.
- USB/Serial Interface must be provided
- Motor type: stepper
- Top plate of stage must have pre-tapped holes
- Load must be able to be attached on top of stage
- **Stronger Consideration will be given to stages that utilize position encoders and/or home references that are non-magnetic based (i.e. mechanical swift)**

Express Warranty

The contractor shall warrant the entire system in accordance with the commercial standard warranty.

Delivery/Deliverables:

Delivery shall be **FOB DESTINATION** (Gaithersburg, MD) and shall deliver within 1 month after receipt of order.

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 220
Gaithersburg, MD 20899-1640

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 operated. The Contractor has the right to be present during the tests and evaluations, if performed, at the Contractors expense.

The following performance measurements are required:

Stages will be tested to determine that they meet the required specifications.

Payment Terms:

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, installed and training of the system.

Payment terms may be negotiable.

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.

DUE DATE FOR QUOTATIONS:

Offerors shall submit their quotations so that NIST receives them not later than 3:30 p.m. Eastern Time on September 11, 2017. FAX quotations shall not be accepted. E- mail quotations shall be accepted at forest.crumpler@nist.gov. Offeror's quotations shall not be deemed received by the Government until the quotation is entered into the e-mail address inbox set forth above.

Quotations may also be sent to the National Institute of Standards and Technology, Acquisition Management Division, Attn: Forest Crumpler, 100 Bureau Drive, Stop 1640, Gaithersburg, MD 20899-1640. All Offerors should ensure the RFQ number is visible on the outermost packaging.

INSTRUCTIONS TO OFFERORS:

Contractors may submit more than one quotation if proposing different systems.

Submission Requirements:

1). Price Quotation:

The offeror shall submit an original and one **copy of the price quotation**. If the quotation is submitted electronically, additional copies are not required. The pricing quotation shall be separate from any other portion of the quotation. The offeror shall propose a firm-fixed-price quotation for each CLIN. Price quotations shall remain valid for a period of 90 days from the date quotations are due.

2). Technical Quotation:

The offeror shall submit an original and **one copy** of the technical quotation. If the quotation is submitted electronically, additional copies are not required. The technical quotation shall address the following:

Overall Technical Capability:

The offeror shall submit a technical description or product literature for the system it is proposing, which **clearly identifies** each requirement listed above. ***The offeror must demonstrate that its proposed system meets or exceeds each minimum requirement described above. The contractor must not simply state they will meet the requirement; evidence must be provided.*** If applicable, evidence that the Offeror is authorized by the original provider to provide the item(s) in the quotation should be included.

3). 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;

4). Quoters shall include a completed copy of the 52.209-11 provision, “Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Class Deviation) (March 2015)” with their quotation.

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.

Evaluation Factors

The Government intends to award a single Firm Fixed Priced Purchase Order.

Award will be made to the offeror whose quotation conforms to the solicitation requirements; who are determined to be responsible in accordance with the FAR by possessing the financial and other capabilities to fulfill the requirements of the contract; and provides the overall best value to the Government, cost/price and other factors considered.

Each quotation will be evaluated against the factors described below. An offerors failure to address any factor may be considered indicative of the offerors lack of understanding of the Government’s requirements and may result in the offer being determined unacceptable.

1) Technical Capability 2) Price. Technical capability is significantly more important than Price.

Evaluation Factors:

1. Technical Capability: Evaluation of technical capability shall be based on the information provided in the quotation. **Stronger consideration will be given to offerors that propose stages that utilize position encoders and/or home references that are non-magnetic based (i.e. mechanical swift)**

2. Price: The Government will evaluate price for reasonableness, realism, fairness, and to further determine the offeror understands the work required.

PROVISIONS AND CLAUSES:

The following provisions and clauses apply to this acquisition and are hereby incorporated by reference. All FAR clauses may be viewed at <http://acquisition.gov/comp/far/index.html>

52.252-1 Solicitation Provisions Incorporated by Reference.

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR): www.acquisition.gov/far/
Commerce Acquisition Regulation (CAR): <http://www.ecfr.gov/cgi-bin/text-idx?SID=8b5f22b07c12a52e8b29841ad60f1fd9&mc=true&tpl=/ecfrbrowse/Title48/48chapter13.tpl>

(End of provision)

The following FAR provisions apply to this acquisition:

52.204-7, System for Award Management

52.204-16, Commercial and Government Entity Code Reporting

52.204-17 Ownership or Control of Offeror

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation

52.212-1, Instructions to Offerors—Commercial Items

52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.

52.212-3 Offeror Representations and Certifications -- Commercial Items (Oct 2016)

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 (s) 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.

52.204-20 Predecessor of Offeror

(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 and its outlying areas by the Defense Logistics Agency (DLA) Contractor 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 NATO's Support Agency (NSPA) to entities located outside the United States and its outlying areas that DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an 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)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(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)

52.225-2 -- Buy American Certificate.

As prescribed in [25.1101](#)(a)(2), insert the following provision:

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)

52.252-2 Clauses Incorporated by Reference.

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

Federal Acquisition Regulation (FAR): www.acquisition.gov/far/
Commerce Acquisition Regulation (CAR): <http://www.ecfr.gov/cgi-bin/text-idx?SID=8b5f22b07c12a52e8b29841ad60f1fd9&mc=true&tpl=/ecfrbrowse/Title48/48chapter13.tpl>

(End of clause)

The following U.S. Department of Commerce Acquisition Regulation (CAR) provisions and clauses apply to this procurement:

1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS

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:

NIST/ACQUISITION MANAGEMENT DIVISION
ATTN: Joni Laster, CONTRACTING OFFICER
100 Bureau Drive, MS 1640
Gaithersburg, MD 20899

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

The following FAR clauses apply to this acquisition:

52.204-13 System for Award Management Maintenance

52.204-18, Commercial and Government Entity Code Maintenance

52.204-19, Incorporation by Reference of Representations and Certifications

52.212-4 Contract Terms and Conditions—Commercial Items

52.232-39 Unenforceability of Unauthorized Obligations

52.232-40 Providing Accelerated Payments to Small Business Subcontractors

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jun 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) 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, 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 (Sept 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]
- ___XX (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 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 (Nov 2016) (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 (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. 657 f).

- __ (22) 52.219-28, Post Award Small Business Program Representation (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 (Oct 2016) (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 78 and E.O. 13627).
- __ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- __ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).
- __ (37)(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.)
- __ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- __ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- __ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- __ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

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

__ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

__ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

__ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).

XX__ (47) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

__ (48)(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.

__ (49) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (50) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (51) 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).

__ (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (55) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (56) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (57) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (58) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (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:

[Contracting Officer check as appropriate.]

- __ (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 Standards-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) 52.219-8, 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.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (v) 52.222-26, Equal Opportunity (Sept 2016) (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)
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).
- (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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016)).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (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)

The following U.S. Department of Commerce Acquisition Regulation (CAR) provisions and clauses apply to this procurement:

1352.201-70 CONTRACTING OFFICER'S AUTHORITY

1352.209-73 COMPLIANCE WITH THE LAWS

1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST

1352.246-70 PLACE OF ACCEPTANCE: 100 Bureau Drive, Gaithersburg, MD 20899

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)