

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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

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

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>The Contractor shall provide one (1) compact, tunable, fiber-coupled laser in accordance with the NIST Requirements in Section 1 of this solicitation.</p> <p>FOB : Destination</p>	1.00	EA	_____	_____

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CLAUSES

NIST REQUIREMENTS

NIST Requirements Document Tunable Fiber Coupled Laser

I. Background

The Radiation Physics Division, part of the Physical Measurement Laboratory at The National Institute of Standards and Technology (NIST), develops, maintains and disseminates the measurement standards for ionizing radiations and radioactivity in the United States. The Neutron Physics Group provides measurement services, standards, and fundamental research in support of NIST's mission as it relates to neutron technology and neutron physics. The national interests served include industrial research and development, national defense, homeland security, higher education, electric power production, and, more specifically, neutron imaging, scientific instrument calibration and development, neutron source calibrations, detection of concealed nuclear materials, radiation protection, and nuclear and particle physics data.

II. Scope

The purpose of this acquisition is the purchase of a compact, tunable, fiber-coupled laser. This is required for the development of polarized He-3 based neutron spin filters as it will be employed in spin-exchange optical pumping for He-3.

III. Minimum Requirements

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

Contract Line Item Number (CLIN) 0001: The Contractor shall provide one (1) compact, tunable, fiber-coupled laser that meets the following specifications:

- a.1. Output should be a minimum of 50 W.
- a.2. The laser shall operate at a wavelength of 794.76 nm.
- a.3. Bandwidth shall be less than 0.3 nm.
- a.4. The laser shall be tunable over a minimum range of +/- 0.3 nm.
- a.5. The laser shall be fiber-coupled.
- a.6. The laser shall be tunable to the rubidium D1 atomic transition at 794.76 nm.

IV. Delivery

Delivery shall be FOB DESTINATION and shall occur not later than (NLT) six (6) months ARO.

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

V. Inspection and Acceptance Criteria

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

- a.1. Laser reliably to deliver 50 W of output power.
- a.2. Laser ability to be tunable to the rubidium D1 atomic transition at 794.76 nm (air)
- a.3. Lasers ability to perform at a bandwidth of <0.3 nm.

The Government will test, inspect, and accept the equipment onsite within five (5) business days of the receipt of the laser. A visual inspection of the laser will be performed by the NIST TPOC to identify surface defects or any form of indication that the laser was damaged during transport to NIST. The Government shall have sole discretion to require repair or replacement of damaged and/or nonconforming supplies at no cost to the Government. The Government at any time prior to acceptance shall reject the laser due to defects and/or nonconformance.

VI. Warranty

The contractor shall warrant the entire system for a period of a minimum of one (1) year after receipt of the equipment and shall be in accordance with terms in FAR 52.212-4

VII. Payment Schedule

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

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

FAR 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

INSTRUCTIONS:

System for Award Management (SAM) Registration

In accordance with FAR 52.204-7, the awardee must be registered in the System for Award Management (www.sam.gov) prior to award. Refusal to register shall forfeit award.

DUE DATE FOR QUOTATIONS

Offerors shall submit their electronic quotations, via email, so that NIST receives them not later than **1:00pm Eastern Time on March 19, 2018**. E-mail quotations shall be submitted directly to the Contract Specialist at tracy.bisson@nist.gov and the Contracting Officer at divya.langhnoja@nist.gov

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

Addendum to FAR 52.212-1, Quotation Preparation Instructions:

Technical Quotation (Vol. I), Price Quotation (Vol. II), Terms and Conditions (Vol. III)

Incomplete quotations may be considered non-responsive and removed from further consideration. Quotations shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the offeror, the date, and the solicitation number.

Volume I - Technical Quotation:

The offeror shall submit an electronic technical quotation, via email. The technical quotation shall address the following:

Minimum Requirements:

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

Volume II - Price Quotation:

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

Volume III – Terms and Conditions

Provisions

Quoters shall provide a completed copy of all provisions listed below:

1. FAR 52.209-11 Representation By Corporations Regarding An Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Feb 2016)
2. FAR 52.225-2 Buy American Certificate (May 2014)
3. FAR 52.225-18 Place Of Manufacture (Mar 2015)
4. FAR 52.225-25 Prohibition On Contracting With Entities Engaging In Certain Activities Or Transactions Relating To Iran—Representation And Certifications (Oct 2015).
5. FAR 52.219-28 Post-Award Small Business Program Rerepresentation (Jul 2013)

Acceptance of Terms and Conditions (Addendum to FAR 52.212-1(b) (11)):

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.

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

(End of provision)

FAR 52.212-2, EVALUATION - COMMERCIAL ITEMS (Oct 2014)

The specific evaluation criteria to be included in paragraph (a) of that provision are as follows:

Evaluation Factors:

Award shall be made to the responsible quoter who: (1) Meets all required technical specifications as determined by a review of documentation submitted in accordance with this solicitation. Quoters shall include the sales literature or other product literature which CLEARLY DOCUMENTS that the offered product meets the specifications stated herein; (2) quotes the lowest price, base and option periods considered.

Technical Capability: Evaluation of technical capability shall be based on the information provided in the quotation. NIST will evaluate whether the offeror has demonstrated that its proposed product meets or exceeds all minimum requirements. Quotations that do not demonstrate the proposed product meets all requirements will not be considered further for award. If an offeror does not indicate whether its proposed product meets a certain minimum requirement, NIST will determine that it does not.

Price: The Government will evaluate price for reasonableness.

(End of provision)

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION (JAN 2017)
(Reference 52.203-18)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
(Reference 52.204-7)

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

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

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

Commercial and Government Entity (CAGE) code means--

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

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

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [--] has or [--] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates has in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a doing business as name)

Is the immediate owner owned or controlled by another entity?:

[--] Yes or [--] No.

(d) If the Offeror indicates yes in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a doing business as name)

(End of provision)

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

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that--

(1) It [] is, [] is not an inverted domestic corporation; and

(2) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(End of provision)

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

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

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

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

(b) The Offeror represents that--

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

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

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2017)
(Reference 52.212-1)

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)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2017)
(Reference 52.212-3)

52.225-18 PLACE OF MANUFACTURE (MAR 2015)

(a) Definitions. As used in this clause;

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;

- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

[] (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

[] (2) Outside the United States.

(End of provision)

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

(a) Definitions.

``Person``--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

``Sensitive technology``--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if--

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

1352.233-70 AGENCY PROTESTS (APR 2010)

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

(b) Agency protests filed with the Contracting Officer shall be sent to the following address:
NIST/ACQUISITION MANAGEMENT DIVISION

ATTN: Divya Langhnoja, CONTRACTING OFFICER
100 Bureau Drive, MS 1640
Gaithersburg, MD 20899

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

(End of clause)

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

(a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.

(b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.

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

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

(End of clause)

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

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

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

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

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

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved]
- (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved]
- (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) [Reserved]
- (14)
- (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011) of 52.219-6.
- (iii) Alternate II (Nov 2011) of 52.219-6.
- (15)
- (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)
- (i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Nov 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- 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 (Jan 2018) (E.O. 13126).

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

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

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

XX (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XX (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 7 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

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

(38) (i) 52.223-13, Acquisition of EPEAT(R) -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Oct 2015) of 52.223-13.

(39) (i) 52.223-14, Acquisition of EPEAT(R) -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

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

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(41) (i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

XX (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(43) 52.223-20, Aerosols (Jun, 2016) (E.O. 13693).

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

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

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

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

(47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.

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

XX (49) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

(11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

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

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

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
 - (v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
 - (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
 - (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
 - (xii) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) 41 U.S.C. chapter 67.)
 - (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
 - (xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
 - (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
 - (xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
 - (xviii) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.
 - (xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
(Reference 52.232-39)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
(Reference 52.232-40)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(Reference 52.233-4)
- 52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE`S PREMISES (APR 1984)
(Reference 52.247-35)
- 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses: <http://farsite.hill.af.mil/vffara.htm>
CAR Clauses: <http://farsite.hill.af.mil/vfcara.htm>

(End of Clause)

- 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)
(Reference 1352.201-70)
- 1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)
(Reference 1352.209-73)

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

1352.246-70 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)

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

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

Gaithersburg Campus Operating Status Line:

(301) 975-8000

(800) 437-4385 x8000 (toll free)

Boulder Campus Operating Status Line:

(303) 497-4000

During a lapse in appropriation, access to Government facilities and resources, including equipment and systems, will be limited to excepted personnel for both Federal employees and Contractor personnel. If performance of the contract is onsite and/or requires Government interaction, unless you have been, or are notified that you are to work under an excepted status, you will automatically enter a temporary work stoppage. The work stoppage shall remain in effect until the lapse is resolved and notification is provided via the NIST website at <https://www.nist.gov/> and/or the NIST operating status lines. Additionally, Contractors are encouraged to monitor public broadcasts or the Office of Personnel Management's website at www.opm.gov for the Federal Government operating status.

NIST will provide notification to all contractors that are determined to have excepted status.

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

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

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)