THIS IS A COMBINED SYNOPSIS/SOLICITATION FOR COMMERCIAL ITEMS PREPARED IN ACCORDANCE WITH THE FORMAT IN SUBPART 12.6, AS SUPPLEMENTED WITH ADDITIONAL INFORMATION INCLUDED IN THIS NOTICE. THIS ANNOUNCEMENT CONSTITUTES THE ONLY SOLICITATION; QUOTATIONS ARE BEING REQUESTED AND A WRITTEN SOLICITATION WILL NOT BE ISSUED.

The solicitation number is NB686100-26-01989 and is a Request for Quotation (RFQ) conducted under the authority of FAR Overhaul, Part 12, Acquisition of Commercial Products and Commercial Services.

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2026-01, dated March 13, 2026, and the Revolutionary FAR Overhaul (RFO), supplemented by Department of Commerce Acquisition Policy.

The associated North American Industry Classification System (NAICS) code for this procurement is 334413, Semiconductor and Related Device Manufacturing with a small business size standard of 1,250 employees.

This requirement is being solicited as a small business set aside .

Attached is the Requirements and Specifications document describing the requirements for solicitation NB686100-26-01989 for the following line-item number(s) (CLINs) to include a description of the item(s), quantities, and units of measure (including any applicable option(s)).

Item Number	Supplies/Services Description	QTY	Unit of Issue	Unit Price	Amount
0001	Cryogenic system per the Requirements and Specifications Includes shipping FOB Destination	1	EA	$	$
Total Award Value:				$	$

A Description of the requirements for the items to be acquired is in the attached Requirements and Specifications document.

Date(s) and place(s) of delivery and acceptance and FOB point are required in accordance with the attached Requirements and Specifications document.

FAR 52.212-1, INSTRUCTION TO OFFERORS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

The provision at FAR 52.212-1, Instructions to Offerors—Commercial Products and Commercial Services (DEVIATION APRIL 2026), applies to this acquisition. The addendum to this provision is as follows: Submit the quotation on company letterhead to the email address stated herein by the date and time provided. The quotation shall include clear, concise, technical capability of the items offered to meet the Government requirement identified in the Specifications document. The pricing shall conform to the technical requirements, and a firm fixed price shall be provided for each line item. If the quotation is missing any of the elements the quotation may be deemed unacceptable and may not be evaluated further.

The following additional contract requirement(s) and additional terms and conditions are necessary for this acquisition and consistent with customary commercial practices are as follows:

Additional Contract Requirements:

1) All communications and documents must include the solicitation # NB686100-26-01989.
2) All quotations shall include the following information:
   a) Information enough to demonstrate you can meet or exceed the requirements in the Requirements and Specifications.
3) ***Simply cutting and pasting the requirements onto a quote will not suffice.***
   a) Firm fixed price quote to **include all shipping and delivery fees**.
   b) Payment Terms: Net 30.
   c) **The required delivery is twenty-six (26) Weeks after receipt of the order (ARO). Please indicate the soonest you can deliver.**
   d) **Provide the country of origin/manufacture in the quote.**
   e) FOB Destination including delivery cost for delivery to:
      DOC - NIST
      325 Broadway
      Boulder, CO 80305
   f) Delivery point of contact will be provided upon award. (NIST reserves the right to ship using the NIST Account).
   g) Company SAM Unique Entity ID. In order to be eligible for this award, the offeror must have and maintain an active registration at the System for Award Management at www.sam.gov and have completed Representations and Certifications therein for the specified NAICS code or submit separate Representations and Certifications if the specified NAICS code is not listed in their SAM registration.
   h) Acceptance is expected to not exceed seven (7) days after the items are received.

Quotation Submission Requirements:

1). Price Quotation: The offeror shall submit one (1) original copy of the completed price quotation electronically to deionne.jones@nist.gov. Pricing quotation shall be separate from any other portion of the quotation. The offeror shall provide a firm-fixed price, FOB Destination is required, for each CLIN. Price quotations shall remain valid for a period of 90 days from the date quotations are due.

2). Technical Quotation: The technical quotation shall address the following:
Technical Capability: The offeror shall submit a technical description, product literature, and/or drawings for the system it is proposing, which clearly identifies each requirement listed above. The offeror must demonstrate that its proposed system meets each minimum requirement described above, by providing a citation to the relevant section of its technical description or product literature. 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). Acceptance of RFQ terms and conditions: This is an open-market solicitation for equipment as defined herein. The Government intends to award a Purchase Order as a result of this solicitation that will include the clauses set forth herein. The quotation should include one of the following statements:

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

4). Quoters that are proposing products manufactured **outside of the United States** must identify any other or unknown charges that may be applicable to the sale of these products (here indicated as CLIN 0002) as a separate line item on price quotes/proposals. This price element may be listed as part of the cost of the product or as a sub-total element but must be clearly identified. This price element must only apply to the total value of the goods identified for customs processing. Only include the country of origin and the tariff percentage currently in place or the expected amount at time of delivery for that

country. Price quotes shall clearly identify the relevant tariffs in terms of percentage and total cost. If there are multiple countries of origins and associated tariffs, identify each separately.

OR

"The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following:

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

Note: This procurement is not being conducted under the GSA Federal Supply Schedule (FSS) program or another Government-Wide Area Contract (GWAC). If an offeror submits a quotation based upon an FSS or GWAC contract, the Government will accept the quoted price.

However, the terms and conditions stated herein will be included in any resultant Purchase Order, not the terms and conditions of the offeror's FSS or GWAC contract, and the statement required above shall be included in the quotation.

4). The Unique Entity Identification (UEI) for the quoter's active System for Award Management (SAM) registration. Quoters must have an active registration at www.SAM.Gov to receive an award.

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

6). Quoters that are proposing products manufactured **outside of the United States** must identify any other or unknown charges that may be applicable to the sale of these products (here indicated as CLIN 0002) as a separate line item on price quotes/proposals. This price element may be listed as part of the cost of the product or as a sub-total element but must be clearly identified. This price element must only apply to the total value of the goods identified for customs processing. Only include the country of origin and the tariff percentage currently in place or the expected amount at time of delivery for that country. Price quotes shall clearly identify the relevant tariffs in terms of percentage and total cost. If there are multiple countries of origins and associated tariffs, identify each separately.

(End of Provision)

FAR 52.212-2, EVALUATION - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

As prescribed in 12.205(a)(2), insert a provision substantially as follows:

Evaluation—Commercial Products and Commercial Services (APRIL 2026)

(a) Evaluation factors. The Government will award a firm-fixed price contract resulting from this solicitation to the responsible Offeror whose off with the Lowest Price Technically acceptable (LPTA) quote based on the technical specifications as detailed within the attached specification document(s):

> **Factor 1 – Technical Capability:** Evaluation of this factor is a subjective evaluation of the contractor's demonstrated resources, capability, and methods to meet all requirements. This factor will be evaluated on an Acceptable / Unacceptable basis. The offeror's submittals will be evaluated to determine whether the proposed technical approach demonstrates a clear and unambiguous understanding and a demonstrated ability to meet the minimum requirements. Failure to demonstrate a clear and unambiguous technical approach to meeting the requirements will result in an "Unacceptable" rating for this factor.

Factor 2 – Price: The quoted price will be evaluated for reasonableness. Price Realism will not be conducted.

(b) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES.
The clause at FAR 52.212-4, Contract Terms and Conditions -- Commercial Products and Commercial Services (DEVIATION APRIL 2026), applies to this acquisition.

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 https://www.acquisition.gov/browse/index/far. The FAR Overhaul may be viewed at https://www.acquisition.gov/far-overhaul/far-part-deviation-guide.
All Commerce Acquisition Regulation (CAR) clauses may be viewed at https://www.acquisition.gov/car.

PROVISIONS –
FAR 52.204-7, System for Award Management
FAR 52.204-90, Offeror Identification
FAR 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations – Representation
FAR 52.209-7, Information Regarding Responsibility Matters
FAR 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
FAR 52.215-1, Instruction to Offers – Competitive Acquisition
FAR 52.215-6, Place of Performance
FAR 52.219-1, Small Business Program Representations
FAR 52.225-18, Place of Manufacture
FAR 52.240-90, Security Prohibitions and Exclusions Representations and Certifications

CLAUSES –
FAR 52.203-17, Contractor Employee Whistleblower Rights
FAR 52.204-13, System for Award Management Maintenance
FAR 52.204-19, Incorporation by Reference of Representations and Certifications
FAR 52.204-91, Contractor Identification
FAR 52.209-3, First Article Approval-Contractor Testing
FAR 52.209-4, First Article Approval-Government Testing
FAR 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded
FAR 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations
FAR 52.219-6, Notice of Total Small Business Set Aside

FAR 52.219-28, Post award Small Business Program Rerepresentation
FAR 52.222-19, Child Labor—Cooperation with Authorities and Remedies
FAR 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment
FAR 52.222-50, Combating Trafficking in Persons
FAR 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving
FAR 52.232-33, Payment by Electronic Funds Transfer
FAR 52.233-1, Disputes
FAR 52.233-3, Protest After Award
FAR 52.240-91, Security Prohibitions and Exclusions
FAR 52.240-92, Security Requirements.
FAR 52.240-93, Basic Safeguarding of Covered Contractor Information Systems
FAR 52.242-3, Penalties for Unallowable Costs
FAR 52.243-1, Changes-Fixed-Price
FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels
FAR 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking

FAR 52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES.

As prescribed in 8.105-1(b), insert the following clause:

Contractor Use of Mandatory Sources of Supply or Services (DEVIATION APRIL 2026)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under 41 U.S.C. 8504. Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind 1310 Braddock Place Alexandria, VA 22314-1691 (703) 310-0500; and

(2) NISH 8401 Old Courthouse Road Vienna, VA 22182 (571) 226-4660.

(End of clause)

FAR 52.209-1 QUALIFICATION REQUIREMENTS.

As prescribed in 9.206-2 , insert the following clause:

Qualification Requirements (DEVIATION APRIL 2026)

(a) Definition. "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) _____

(Address) _____

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____

Manufacturer's Name_____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS.

As prescribed in 9.104-7(a), insert the following provision:

Certification Regarding Responsibility Matters (DEVIATION APRIL 2026)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW.

As prescribed in 9.104-7(d), insert the following provision:

Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (DEVIATION APRIL 2026)

(a) 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)

FAR 52.216-21 REQUIREMENTS.

As prescribed in 16.505(d), insert the following clause:

Requirements (DEVIATION APRIL 2026)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period;

provided, that the Contractor shall not be required to make any deliveries under this contract after _____ [insert date].

Alternate I (Apr1984). If the requirements contract is for nonpersonal services and related supplies and covers estimated requirements that exceed a specific Government activity's internal capability to produce or perform, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

Alternate II (Apr 1984). If the requirements contract includes subsistence for both Government use and resale in the same Schedule, and similar products may be acquired on a brand-name basis, add the following paragraph (g) to the basic clause:

(g) The requirements referred to in this contract are for items to be manufactured according to Government specifications. Notwithstanding anything to the contrary stated in the contract, the Government may acquire similar products by brand name from other sources for resale.

Alternate III (Oct 1995). If the requirements contract involves a partial small business set-aside, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The Government's requirements for each item or subitem of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

Alternate IV (Oct 1995). If the contract includes subsistence for both Government use and resale in the same Schedule and similar products may be acquired on a brand-name basis and the contract also involves a partial small business set-aside, substitute the following paragraph (c) for paragraph (c) of the basic clause and add the following paragraph (g) to the basic clause:

(c) The Government's requirements for each item or subitem of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors.

(g) The requirements referred to in this contract are for items to be manufactured according to the Government specifications. Notwithstanding anything to the contrary stated in the contract, the Government may acquire similar products by brand name from other sources for resale.

FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS.

As prescribed in 19.101(a)(2)(ii)(A), insert the following provision:

Small Business Program Representations (DEVIATION APRIL 2026)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are

controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].
(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations.(1) The offeror represents as part of its offer that—
(i) it □ is, □ is not a small business concern; or

(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not a women-owned small disadvantage business concern.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it □ is, □ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that it □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

FAR 52.219-33 NONMANUFACTURER RULE.

As prescribed in 19.104-3(e)(1), insert the following clause:

Nonmanufacturer Rule (DEVIATION APRIL 2026)

(a) Definitions. As used in this clause—

Manufacturer means the concern that transforms raw materials, miscellaneous parts, or components into the end item. Concerns that only minimally alter the item being procured do not qualify as manufacturers of the end item. Concerns that add substances, parts, or components to an existing end item to modify its performance will not be considered the end item manufacturer, where those identical modifications can be performed by and are available from the manufacturer of the existing end item.

Nonmanufacturer means a concern, including a supplier, that provides an end item it did not manufacture, process, or produce.

(b) Applicability.

(1) This clause does not apply to contracts awarded pursuant to the unrestricted portion of a partial set-aside or to a contractor that is the manufacturer of the product or end item.

(2) This clause applies to—

(i) Contracts that have been awarded pursuant to a set-aside for any of the small business concerns identified in 19.000(a)(3);

(ii) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;
(iii) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business under multiple-award contracts, as described in 8.4 and 16.5;
(iv) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts as described in 8.4 and 16.5; and
(v) Contracts using the HUBZone price evaluation preference to award to a HUBZone concern unless the Contractor waived the evaluation preference.

(c) Requirements.

(1) The Contractor shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers who are nonmanufacturers, see paragraph (c)(2) of this clause instead;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of the components of the kit shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.

(End of clause)

FAR 52.222-90, ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS.

As prescribed in 22.2203, insert the following clause:

Addressing DEI Discrimination by Federal Contractors (Deviation APRIL 2026)

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

FAR 52.225-18, PLACE OF MANUFACTURE

As prescribed in 25.601(f), insert the following provision:

Place of Manufacture (Aug 2018)

(a) Definitions. As used in this provision—

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

(1) FPSC 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 end product 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)

FAR 52.247-34, FOB DESTINATION

As prescribed in 47.303-6(c), insert the following clause:

F.O.B. Destination (Jan 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 forwarder 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)

FAR 52.247-48, FOB DESTINATION-EVIDENCE OF SHIPMENT

As prescribed in 47.305-4(c), insert the following clause:

F.O.B. Destination-Evidence of Shipment (Feb 1999)

(a) If this contract is awarded on a free on board (F.O.B.) destination basis, the Contractor-
(1) SHALL NOT SUBMIT AN INVOICE FOR PAYMENT UNTIL THE SUPPLIES COVERED BY THE INVOICE HAVE BEEN SHIPPED TO THE DESTINATION; and
(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:
(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.
(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.
(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

As prescribed in 52.107(a), insert the following provision:

Solicitation Provisions Incorporated by Reference (Feb 1998)

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 quoter is cautioned that the listed provisions may include blocks that must be completed by the quoter and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the quoter 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): at http://acquisition.gov/comp/far/index.html
https://www.commerce.gov/oam/policy/acquisition-policy/procurement-memoranda

(End of provision)

FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE

As prescribed in 52.107(b), insert the following clause:

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): at http://acquisition.gov/comp/far/index.html
https://www.commerce.gov/oam/policy/acquisition-policy/procurement-memoranda

(End of Clause)

FAR 52.252-6, AUTHORIZED DEVIATIONS IN CLAUSES

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) The use in this solicitation or contract of any Commerce Acquisition Regulations (48 CFR Chapter 13) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

CAR 1352.201-70, Contracting Officer's Authority
CAR 1352.209-73, Compliance with the Laws
CAR 1352.209-74, Organizational Conflict of Interest
CAR 1352.233-70, Agency Protests
CAR 1352.233-71, GAO and Court of Federal Claims Protests

CAR 1352.246-70, PLACE OF ACCEPTANCE

(a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.
(b) The place of acceptance will be:
NIST
325 Broadway
Boulder, CO 80305

(End of Clause)

NIST LOCAL-39, MARKING/PACKING INSTRUCTIONS

(1) If the total contract/order includes multiple quantities of the same or like item(s), segregated as separate CLIN/Item numbers, deliverables shall be packed accordingly. Each individual Package / container in the shipment shall include deliverables on a per-CLIN or Item basis.

(2) For each shipment made under this contract/order, the Contractor shall furnish itemized packing list(s), enumerating the specific contents of each shipping container and what specific individual components constitute a full and complete "unit" for each bid item. The packing list shall include the brief description of each item found in the Schedule. If more than one container is required for each unit, each container should be marked accordingly, e.g., "Box 1 of 2," "Box 2 of 2," and the boxes, where feasible, should be taped or shrink-wrapped together as an issuable unit.

(3) The contract number AND CONTRACT LINE-ITEM NUMBER (CLIN) OR ORDER ITEM NUMBER shall be placed on the exterior of all containers.

(End)

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.

(End)

NIST LOCAL-54, ELECTRONIC BILLING INSTRUCTIONS
Instructions: use in all awards that require electronic submission of invoices.
NIST requires that Invoice/Voucher submissions are sent electronically via email to INVOICE@NIST.GOV.
Each Invoice or Voucher submitted shall include the following:
(1) Contract number;
(2) Contractor name and address;
(3) Unique entity identifier (see www.sam.gov for the designated entity for establishing unique entity identifiers);
(4) Date of invoice;
(5) Invoice number;
(6) Amount of invoice and cumulative amount invoiced to-date;
(7) Contract Line-Item Number (CLIN);
(8) Description, quantity, unit of measure, unit price, and extended price of supplies/services delivered;
(9) Prompt payment discount terms, if offered; and
(10) Any other information or documentation required by the contract.

(End)

NIST LOCAL-56, INVOICING PROCESSING PLATFORM-ALTERNATE I
Upon written notice from the contracting officer the following supersedes all other instructions for the submission of payment requests. Accordingly, following written notice payment requests must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable payment request or invoicing instructions, Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

The Contractor must use the IPP website to register, access, and use IPP for submitting payment requests. If not already enrolled, the Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email within three to five business days of the addition of the contract award to IPP. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email: IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting payment requests, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation. Contact the contracting officer for more information on submitting a waiver request.

(End)

Defense Priorities and Allocations System (DPAS) is NOT applicable.

The solicitation will close on the date and time specified and provided. All quotations shall be delivered electronically by the specified close date and time to de Ionne Jones, Contract Specialist at deionne.jones@nist.gov.

For information regarding this solicitation, contact the Contract Specialist at deionne.jones@nist.gov.

Attachments:

Attachment 1 - Requirements and Specifications