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

1. REQUISITION NUMBER: NB688000-26-00906

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1333ND26QNB680468

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: FOREST CRUMPLER
forest.crumpler@nist.gov

b. TELEPHONE NUMBER *(No collect calls)*: 301-975-6753

8. OFFER DUE DATE/ LOCAL TIME: AUG 21, 2026 11:00 AM ET

9. ISSUED BY CODE 000SB

NATIONAL INST OF STDS AND TECHNOLOGY
100 BUREAU DRIVE STOP 1640
BUILDING 301 ROOM B129
GAITHERSBURG MD 20899-1640

10. THIS ACQUISITION IS
- [x] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] UNRESTRICTED OR
- [x] SET ASIDE: 100 % FOR:
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8 (A)

NAICS: 541380

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [x] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE 000014
NATIONAL INST OF STDS AND TECHNOLOGY
325 BROADWAY
BOULDER CO 80305-3328

16. ADMINISTERED BY CODE

17a CONTRACTOR/ OFFEROR. CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [x] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [x] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

- [ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*

31c. DATE SIGNED

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
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER PARTIAL FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	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	Class 100 Cleanroom Laboratory Service Base Year, IAW "Attachment 1 - SOW". Period of Performance: 10/01/2026 to 09/30/2027	**1.00**	EA	_____	_____
1001	Class 100 Cleanroom Laboratory Service OY 1, IAW "Attachment 1 - SOW". Period of Performance: 10/01/2027 to 09/30/2028	**1.00**	EA	_____	OPT _____
2001	Class 100 Cleanroom Laboratory Service OY 2, IAW "Attachment 1 - SOW". Period of Performance: 10/01/2028 to 09/30/2029	**1.00**	EA	_____	OPT _____
3001	Class 100 Cleanroom Laboratory Service OY 3, IAW "Attachment 1 - SOW". Period of Performance: 10/01/2029 to 09/30/2030	**1.00**	EA	_____	OPT _____
4001	Class 100 Cleanroom Laboratory Service OY 4, IAW "Attachment 1 - SOW". Period of Performance: 10/01/2030 to 09/30/2031	**1.00**	EA	_____	OPT _____

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Statement of Work
BMF/PIF Laboratory Services

1. Background Information:

NIST seeks Contractors that can provide laboratory support services for the Boulder Microfabrication Facility (BMF) Cleanroom, Device Integration Facility (DIF) and Precision Imagining Facility (PIF).

The BMF is a 16,000-gross square feet Class 100 Cleanroom consisting of 8,000 square feet of downflow air with an International Standards Organization (ISO) ISO 5 specification and 8,000 square feet of chase and support space in Building 81. There is also an 18,000 square feet interstitial space that is roughly ISO 7. The space is used for micro- and nano- fabrication similar to fabs in the semiconductor industry.

The PIF consists of six, roughly 23 foot x 23 foot, adjacent laboratory spaces that house state of the art microscopy and micro-analysis equipment with a cleanliness rating of roughly ISO 8.

The DIF consists of three adjacent laboratory spaces: a 1,411 square foot laboratory, a 575 square foot laboratory, and a 224 square foot support room that houses auxiliary equipment for the BMF and PIF. None of the spaces are cleanliness rated, but we treat them as ISO 8.

There are several other storage areas in the building 81 interstitial and penthouse and building 1.

Physical and exposure hazards present in the areas are consistent with hazards found in semiconductor fabrication facilities and microscopy facilities and have a National Fire Protection Association (NFPA) hazard rating of 4-health, 4-flammability, and 3-instability.

The tasks in this PWS must be performed to the ISO 14644 and Institute of Environmental Science and Technology (IEST)-RP-CC018.4 standards.

Required services include:

- Providing cleaning to appropriate standards (ISO 5, ISO 7, and ISO 8) including vacuuming, mopping, and other cleaning in potentially hazardous areas without damaging sensitive samples and equipment.
- Chemical management including stocking chemicals, filling chemical containers, emptying chemical containers, and properly disposing of hazardous waste.
- Gas cylinder management including receiving gas cylinders, cleaning and bagging the cylinders appropriately for use in the spaces, and transporting empty cylinders.
- Inventory management including conducting inventory of chemicals and consumables, receiving packages, stocking inventory in storage, distributing supplies in the areas that they are used, and inventory control.

- Performing garment management including receiving new garments, stocking garments, removing garments for laundry, giving garments to laundry service, and inventory of garments.
- Testing safety equipment such as eye wash stations.
- Basic maintenance tasks such as performing particle counts, removing waste such as trash and sharps containers, and changing sticky mats.

2. Definitions:

a. Required Standards: Our required standards are the standards outlined in ISO 14644 and Institute of Environmental Science and Technology (IEST)-RP-CC018.4 standards. We specify the exact cleanliness level for each area. For example, when the SOW states an item must be performed to ISO class 5 required standards, that is defined as the item must be performed according to all requirements listed in ISO 14644 and Institute of Environmental Science and Technology (IEST)-RP-CC018.4 for an ISO class 5 space. Specifically:
    i. For ISO 5 and ISO 7 areas:
        1. Performance Requirement
            a. All cleaning services shall be performed within ISO Class 5 semiconductor cleanroom areas shall maintain conditions in compliance with ISO 14644-1 and Environmental Science and Technology (IEST)-RP-CC018.4, Class 5, or better.
            b. Cleaning activities shall not introduce particulate, fibrous, chemical, ionic, or residue contamination that could adversely affect semiconductor processing, metrology, or fabrication operations.
        2. Approved Methods and Equipment
            a. The Contractor shall use only cleaning methods, materials, and equipment suitable for ultra-clean semiconductor environments, including:
                i. HEPA-filtered vacuum equipment certified for cleanroom use
                ii. Lint-free, low-shedding wipes and mop heads rated for ISO Class 5 environments
                iii. Cleanroom-approved detergents and solutions, including deionized (DI) water where applicable
                iv. Non-shedding carts, containers, and tools
                v. All cleaning materials shall be verified to be low-outgassing and compatible with semiconductor cleanroom operations.
        3. Floor, Surface, and Equipment Cleaning
            a. Floors

i. Floors shall be cleaned using HEPA-filtered vacuuming followed by damp mopping.
ii. Mop heads shall be dedicated to ISO Class 5 areas and replaced at defined intervals.
iii. Dry sweeping and dry mopping are prohibited.

b. Work Surfaces and Fixtures
   i. Benches, ledges, enclosures, and horizontal surfaces shall be wiped using approved lint-free wipes and appropriate cleaning solutions.
   ii. No visible particles, stains, films, or residue shall remain after cleaning.
c. Equipment Exteriors
   i. External surfaces of tools, cabinets, and support equipment shall be maintained free of dust, fibers, and residue.
   ii. Cleaning shall not disturb equipment alignment, calibration, or configuration.
d. Prohibited Materials and Practices
   i. The following are strictly prohibited within ISO Class 5 cleanroom areas:
      1. Paper towels, cotton cloths, or other shedding materials
      2. Household or non-HEPA vacuum equipment
      3. Aerosol sprays or pressurized cleaners
      4. Fragranced, silicone-based, or wax-containing products
      5. Dry sweeping, feather dusting, or compressed air cleaning
      6. Introduction of cardboard, wood, or any material that generates particles not compatible with an ISO Class 5 cleanroom
e. Personnel and Contamination Control
   i. Cleaning personnel shall comply with all cleanroom gowning, hygiene, and access procedures applicable to ISO Class 5 environments.
   ii. Personnel shall not enter cleanroom areas without proper authorization and training in contamination control practices.
f. Inspection and Compliance
   i. All cleaned areas shall be visually free of dust, fibers, debris, streaks, and residue.

ii. The Facility reserves the right to inspect and verify cleaning performance through visual inspection, surface testing, and particle monitoring.
iii. Failure to meet the requirements of this standard shall constitute nonconforming performance and may require corrective cleaning at no additional cost to the Facility.

ii. For ISO 8 areas:
1. Performance Requirement
a. All cleaning services performed within ISO Class 8 controlled laboratory and imaging areas shall maintain conditions in compliance with ISO 14644-1, Class 8, or better.
b. Cleaning activities shall not introduce particulate, fibrous, chemical, hydrocarbon, or residue contamination that could adversely affect analytical instrumentation, microscopy, imaging systems, or laboratory operations.
2. Approved Methods and Equipment
a. The Contractor shall use only cleaning methods, materials, and equipment suitable for controlled laboratory and imaging environments, including:
i. HEPA-filtered vacuum equipment
ii. Lint-free, low-shedding wipes and mop heads appropriate for ISO Class 8 areas
iii. Laboratory- or cleanroom-approved detergents and solutions, including deionized (DI) water where applicable
iv. Non-shedding carts, containers, and tools
v. All cleaning materials shall be low-outgassing and compatible with sensitive analytical and imaging instrumentation.
3. Floor, Surface, and Equipment Cleaning
a. Floors
i. Floors shall be cleaned using HEPA-filtered vacuuming followed by damp mopping.
ii. Dry sweeping and dry mopping are prohibited.
b. Work Surfaces and Fixtures
i. Benches, shelving, sample preparation areas, ledges, and horizontal surfaces shall be wiped using approved lint-free wipes and appropriate cleaning solutions.
ii. No visible accumulation of dust, fibers, debris, stains, or residue shall remain after cleaning.

c. Equipment Exteriors
    i. External surfaces of microscopes, analytical instruments, control cabinets, and support equipment shall be maintained free of visible contamination.
    ii. Cleaning shall not disturb alignment, calibration, cabling, or system configuration.
d. Prohibited Materials and Practices
    i. The following are prohibited within ISO Class 8 controlled areas:
        1. Paper towels, cotton cloths, or shedding materials
        2. Non-HEPA vacuum equipment
        3. Aerosol sprays and fragranced products
        4. Silicone-based, wax-containing, or oil-based cleaners
        5. Dry sweeping, compressed air cleaning, or dusting
        6. Introduction of cardboard, wood, or any material that generates particles not compatible with an ISO Class 8 environment.
e. Personnel and Contamination Control
    i. Cleaning personnel shall comply with all applicable laboratory access, hygiene, and contamination control procedures.
    ii. Personnel assigned to ISO Class 8 areas shall receive training in contamination awareness and proper cleaning practices for imaging and analytical environments.
f. Inspection and Compliance
    i. Cleaned areas shall be visually free of dust, fibers, debris, streaks, films, and residue.
    ii. The Facility reserves the right to verify compliance through inspection, surface evaluation, and environmental monitoring.
    iii. Failure to meet the requirements of this standard shall constitute nonconforming performance and may require corrective cleaning at no additional cost to the Facility.

b. BMF: 81-1B100. This includes all spaces that are accessed through the 1B100 door including the BMF gowning area, all BMF bays and chases, and the SEM

room located in 81-1C108. Additionally, this includes the areas outside the entrances where tacky mats and other items are located. All work in this area shall be performed according to ISO class 5 required standards.

c. Tool Move In: 81-1C112. Roughly 260 square feet. This includes the areas outside the entrances where tacky mats and other items are located. All work in this area shall be performed according to ISO class 7 required standards.
d. Process Support: 81-1C108. Roughly 550 square feet. This includes the areas outside the entrances where tacky mats and other items are located. All work in this area shall be performed according to ISO class 7 required standards.
e. PIF: 81-1C105 (including 81-1C105A), 1C109, 1C113, 1C117, 1C121, and 1C125. This includes the areas outside the entrances where tacky mats and other items are located. All work in the PIF shall be performed according to ISO class 8 required standards.
f. DIF: 1-4537 and 1-4543. This includes the areas outside the entrances where tacky mats and other items are located. All work in this area shall be performed according to ISO class 8 required standards.
g. Cleanroom Interstitial: 81-2B100. This includes the areas outside the entrances where tacky mats and other items are located. All work in this area shall be performed according to ISO class 7 required standards.

3. Scope of Work:

a. **Objectives:**

   i. The goal of this contract is to provide laboratory services to the BMF, PIF, DIF, and their support laboratories and spaces to ensure a high operational time of the facilities.

b. **General:**

   i. The contractor shall:
      1. Provide personnel that pass required government background checks to be issued badges for work on site.
      2. Provide a bid proposal which details all planned materials, consumables, travel, labor, equipment, and expenses.

   ii. Specifications for the Work:
      1. All staff from selected vendor must be badged by NIST Security. No one may enter the site without a badge.
      2. The work shall be scheduled with the COR prior to arrival to do the work.

   iii. The Government reserves the right to complete any task in this statement of work as deemed necessary.

iv. Any and all waste in this statement of work shall be disposed of in accordance with facility procedures and applicable regulations. Hazardous waste shall be appropriately labeled and disposed of in accordance with facility procedures and applicable regulations.

c. **Specific Requirements:**

i. **CLIN 0001 Laboratory Service Base Year:** For a period of a year, with a start date coordinated after award of contract, the contractor shall perform the following laboratory services in the following frequencies:

1. On a daily basis: The contractor shall perform the following tasks in the specified areas in a method that is consistent with each areas cleanliness standards as defined in the definitions section.
    a. The contractor shall inspect and maintain all of the sticky floor mats located in and in front of the designated area. Maintenance shall include removing and discarding the top adhesive layer when it becomes visibly soiled, loses tackiness, or no longer effectively captures particulate matter. The contractor shall replace sticky mats when all adhesive layers have been removed of when mats are damaged or no longer serviceable. Inspections and maintenance shall be performed at a frequency sufficient to ensure that mats remain effective for contamination control and at a minimum of daily.
        i. This clause shall be performed in all locations covered under the scope of the statement of work.
    b. The contractor shall ensure that, at all times, the following items are stocked at levels sufficient to maintain at least a three (3) day supply for standard facility usage. If stock levels fall below this minimum, the Contractor shall replenish items to the required minimum levels. Items shall be stocked and rotated such that older items are used before newer items (first-in, first-out).
        i. Booties
        ii. Gloves
        iii. Hairnets
        iv. Hair Ties
        v. Face Coverings
        vi. Isopropanol Wipes
        vii. Safety Glasses
        viii. Safety Glass Cleaners

ix. The tasks listed above shall be done on a daily basis for the highest use areas; The BMF, Tool move in, and process support areas.

c. The contractor shall inspect all solvent trash containers and empty them when full or when otherwise required to maintain safe and compliant operations. All solvent waste shall be disposed of as hazardous waste in accordance with facility procedures and applicable regulations.
    i. This clause shall be performed in the BMF, Tool move in, and process support.
d. The contractor shall inspect all chemical waste containers at chemical benches and empty them when full or when otherwise required to maintain safe and compliant operations. All waste shall be disposed of as hazardous waste in accordance with facility procedures and applicable regulations. The contractor shall create new waste containers and label them as required.
    i. This clause shall be performed in the BMF, Tool move in, and process support.
e. The contractor shall inspect all trash cans and empty them when full or when otherwise required to maintain safe and compliant operations.
    i. This clause shall be performed in the BMF, Tool move in, and process support.
f. The contractor shall inspect all sharps and waste glass containers and empty or dispose of them, whichever is appropriate for the container, when full or when otherwise required to maintain safe and compliant operations. Sharps and glass waste shall be disposed of in accordance with facility procedures and applicable regulations.
    i. This clause shall be performed in the BMF, Tool move in, and process support.
g. The contractor shall inspect that the shoe cleaner outside of BMF gowning is operational and inform the COR or designated representative if it is not working properly.
    i. This clause shall be performed in the BMF.
h. The contractor shall bring any safety glasses placed near the gowning room entrance into the gowning room, clean them, and place them with the other safety glasses in the cleanroom gowning room.

    i. This clause shall be performed in the BMF.

i. The contractor shall record the zone and location of any water leaks, inform the COR or designated representative of any leaks when found, and clean up any water leaks or pools as appropriate or requested by the COR or designated representative, and record appropriately. Inspections and cleaning shall be performed at a frequency sufficient to ensure that there is no unreported leaks and no standing water to maintain cleanliness standards and at a minimum of daily.
    i. This clause shall be performed in the BMF.

j. The contractor shall inspect that the correct number of safety pendants are located in the gowning room, and if not, inform the COR or designated representative.
    i. This clause shall be performed in the BMF.

k. The contractor shall clean the gowning room floor of any visible trash or debris to maintain cleanliness standards.
    i. This clause shall be performed in the BMF.

l. The contractor shall ensure that, at all times, the following items are stocked at levels sufficient to maintain at least a 1 week supply for standard facility usage. If stock levels fall below this minimum, the Contractor shall replenish items to the required minimum levels. Items shall be stocked and rotated such that older items are used before newer items (first-in, first-out). Suits shall be stocked such that there is a choice of appropriate colors of the garments to select from.
    i. Cleanroom hoods
    ii. Cleanroom suits
    iii. Cleanroom boots
    iv. Cleanroom suit hangers
    v. This clause shall be performed in the BMF.

m. The contractor shall inspect the dirty gown bin containers and empty them when full or when otherwise required to maintain safe and compliant operations.
    i. This clause shall be performed in the BMF.

n. The contractor shall inspect all chemical waste carboys and empty them when full or when otherwise required to maintain safe and compliant operations. All waste shall be disposed of as hazardous waste in accordance with facility procedures and applicable regulations.
    i. This clause shall be performed in the BMF.

o. The contractor shall inspect all chemical waste containers for automatic chemical spinners and empty them when full or when otherwise required to maintain safe and compliant operations. All waste shall be disposed of as hazardous waste in accordance with facility procedures and applicable regulations. The contractor shall create new waste containers and label them as required.
    i. This clause shall be performed in the BMF.
p. The contractor shall record the pressure of the stepper gas cylinders. Inform the COR or designated representative if it drops below 500 PSI.
    i. This clause shall be performed in the BMF.
q. The contractor shall inspect all empty bottle trash containers and empty them when full or when otherwise required to maintain safe and compliant operations. The Contractor shall leave enough empty bottles in each container such that the empty bottles can be used as future chemical waste bottles typical for 1 week of standard cleanroom operations. For safety reasons, the contractor shall report any safety issues with the chemicals as soon as reasonably possible to the COR or designated representative.
    i. This clause shall be performed in the BMF.
r. The contractor shall ensure that, at all times, the following items are stocked at levels sufficient to maintain at least a three (3) day supply for standard facility usage. If stock levels fall below this minimum, the Contractor shall replenish items to the required minimum levels. Items shall be stocked and rotated such that older items are used before newer items (first-in, first-out).
    i. Gloves
    ii. Cleanroom Wipes at chemical benches
    iii. This clause shall be performed in the BMF.
s. The contractor shall ensure that the water levels in the two wafer steppers and the two direct laser writers are filled to an appropriate level and fill the systems with distilled water as needed.
    i. This clause shall be performed in the BMF.
t. The contractor shall inspect floors for any trash, tape, and tape residue and remove as needed to ensure facility cleanliness level.
    i. This clause shall be performed in the BMF.

u. The contractor shall inspect the chemical baths in the reticle strip bench. If the chemicals are dirty or used, the contractor shall empty the bench containers, clean the bench containers, and fill the containers with new chemical. All waste shall be disposed of as hazardous waste in accordance with facility procedures and applicable regulations.
    i. This clause shall be performed in the BMF.
v. The contractor shall ensure that, at all times, the developer and solvent chemical carboys at the automatic developing stations and coating tools are filled to sufficient levels to maintain standard cleanroom operations. If chemical levels fall below this minimum, the Contractor shall fill the carboys to the required minimum levels.
    i. This clause shall be performed in the BMF.
w. The contractor shall check the designated receiving areas no less than once each business day for incoming deliveries and shall promptly retrieve, organize, and stock all delivered goods and materials in their appropriate storage locations and follow required cleanliness requirements at each location.
    i. The contractor shall promptly dispose or recycle, whichever is appropriate, all packing materials.
    ii. The contractor shall move empty crates and pallets to the crate and pallet collection area.
    iii. The contractor shall deliver all documentation associated with the delivery, including but not limited to, packing slips and safety documentation to the COR or designated representative by the end of the business day.
    iv. For chemical deliveries the contractor shall:
        1. Handle all chemicals in a manner that is consistent with industry safety standards such as wearing appropriate PPE.
        2. Transport all chemicals using secondary containment.
        3. Label Chemical bottles with appropriate chemical tracking labels that will be provided by the COR or designated representative while stocking chemicals.
        4. Stock all temperature sensitive chemicals, such as chemicals that need to be

refrigerated or kept frozen, as soon as possible after received.

5. Stock all other chemicals by the end of the business day of arrival.
6. If any chemical is leaking, the container is damaged or bulged, or if there is any other concern or safety issues, the Contractor shall stop and immediately ask the COR or designated representative for further guidance.

v. For all other deliveries, the contractor shall stock the items within one business day.

x. The contractor shall perform the following gas cylinder tasks:
   i. The contractor shall transport gas cylinders between any location covered in the scope of this statement of work from to its use location. This includes bringing new bottles from the storage location to its use point and removing gas cylinders from its use location to the appropriate empty cylinder pick up location. The contractor shall report information such as but not limited to number, type, and serial number of each gas cylinder moved to the COR or designated representative for inventory purposes. The contractor will be informed of required cylinder deliveries for each lab space, and empty cylinder will be clearly marked for transport to the cylinder pickup location.
   ii. New cylinders shall be cleaned to an appropriate level for use in its end location.
      1. For cylinders that are to be used in the BMF cleanroom, the contractor shall wipe the cylinders and cover them with a plastic cover to ensure they meet the ISO class 5 required standards. They shall then chain the cylinders to the appropriate storage location.
   iii. For safety reasons, all gas cylinder work shall be a two person job.

y. The contractor shall correct the times on the clocks and change batteries as needed. Examples include the clock

running out of batteries and changing the times at day light savings hour shifts.

i. This clause shall be performed in all locations covered under the scope of the statement of work.

z. The contractor shall move full chemical waste bottles and other hazardous waste containers from designated spaces in the BMF cleanroom to the cleanroom's designated Satellite Accumulation Area (SAA) in a manner that is consistent with industry safety standards such as wearing appropriate PPE.

aa. The contractor shall submit a daily report detailing the work done any issues that were encountered for the daily tasks to the COR or designated representative.

2. On a weekly basis, defined from Monday to Friday: The contractor shall perform the following tasks in the specified areas in a method that is consistent with each areas cleanliness standards as defined in the definitions section.

   a. The contractor shall test and flush all eye wash stations located in these areas in accordance with facility procedures and applicable regulations. The contractor shall log these tests and flushes and give the log sheet to the COR or designated representative when full.

      i. This clause shall be performed in all locations covered under the scope of the statement of work.

   b. The contractor shall vacuum and then mop all floors including the bays and chases according to the appropriate cleanliness standards.

      i. This clause shall be performed in the BMF, tool move in, and process support.

   c. The contractor shall clean the front of all chemical benches clean the front of all chemical benches to the required cleanliness standards.

      i. This clause shall be performed in the BMF and process support.

   d. The contractor shall ensure that the following items are stocked at levels sufficient to maintain at least 1 week supply for standard facility usage. If stock levels fall below this minimum, the Contractor shall replenish items to the required minimum levels. Items shall be stocked and rotated such that older items are used before newer items (first-in, first-out).

i. Booties
ii. Gloves
iii. Hairnets
iv. Face Coverings
v. Isopropanol Wipes
vi. Safety Glasses
vii. Safety Glass Cleaners
viii. This clause shall be performed in the PIF, DIF, and DIF support labs.

e. The Contractor shall create a solution of 1 part DI water to 1 part developer solution to cover at least a typical weeklong facility usage under normal conditions.
    i. This clause shall be performed in the BMF.
f. The Contractor shall dispose of chemical daughter bottles located in the chemical waste area. All waste shall be disposed of as hazardous waste in accordance with facility procedures and applicable regulations.
    i. This clause shall be performed in the BMF.
g. The contractor shall complete separate chemical, gas, and supply inventory and give an electronic copy of the weekly results to the COR or designated representative.
h. The contractor shall deliver the cleanrooms existing supply of garments to be laundered to the Government's laundry service when the laundry service arrives on site. The contractor shall then receive, and stock the Government's laundered Garment's in the appropriate locations following each locations cleanliness protocol. The Contractor shall give any associated paperwork including the packing slip on invoice to the COR or designated representative.
i. The contractor shall submit a weekly report detailing the work done any issues that were encountered for the weekly tasks to the COR or designated representative.

3. On a monthly basis, defined as a calendar month: The contractor shall perform the following tasks in the specified areas in a method that is consistent with each areas cleanliness standards as defined in the definitions section.
    a. The contractor shall vacuum with a HEPA filtered vacuum cleaner and then mop all floors with mops that are compatible with an ISO class 8 cleanroom or better. Work shall be conducted in manner that leaves floors visibly clean and free of debris. To keep cleanliness, the

Contractor shall wear shoe covers while performing this task.

i. This clause shall be performed in the PIF, DIF, and DIF support labs.

b. The contractor shall ensure that the following items are stocked at levels sufficient to maintain at least 1 month supply for standard facility usage. If stock levels fall below this minimum, the Contractor shall replenish items to the required minimum levels. Items shall be stocked and rotated such that older items are used before newer items (first-in, first-out).
    i. Electron Microscope Imaging Supplies including but not limited to:
        1. Carbon Tape including rolls and tabs of various sizes
        2. Copper tape rolls
        3. Scanning Electron Microscope (SEM) Studs of various sizes
        4. Grids for Transmission Electron Microscopy (TEM)
        5. Carrying and storage cases for SEM stubs and specimens of various sizes
        6. Carrying and storage cases for TEM grids and specimens
    ii. Chemical supplies including but not limited to:
        1. Bulk solvent bottles, such as ethanol, methanol, isopropanol, acetone, where appropriate
        2. Solvent squirt bottles
    iii. Cleaning supplies
        1. Dry, low lint cleaning wipes
        2. Isopropanol-based wipes, both cleanroom quality and lower cost for users to wipe hand panels, surfaces, etc.
        3. Over-the-spill pads
        4. Blue shop towels
    iv. This clause shall be performed in the PIF.

c. The contractor shall perform a rotating in-depth cleaning consisting of cleaning one bay and one chase as listed below. This cleaning is typically known as a “super clean” in the semiconductor industry and shall include walls, floors, subfloors, windows, chase, and horizontal surfaces that can be cleaned. The bay and chase combinations

include the corresponding area along the main aisle and the chase space along the outer perimeter. This order shall be preserved to ensure proper cleaning. Please note that due to the sensitive nature of keeping the lithography bay clean, it is included twice and shall be cleaned every 6 months. The twelve areas are:

i. BMF Bay 1 and Chase 1
ii. BMF Bay 2 and Chase 2
iii. BMF Bay 3 and Chase 3
iv. BMF Bay 4 and Chase 4
v. BMF Bay 5 and Chase 5
vi. BMF Lithography and Chase 10
vii. BMF Bay 6, Chase 6 and Chase 8
viii. BMF Bay 7 and Chase 7
ix. BMF EBL bay, Chase 9 and Chase 11.
x. BMF Tool move in and process support
xi. BMF Cleanroom interstitial.
xii. BMF Lithography and chase 10.

d. The contractor shall coordinate wipe down shelves, tables, phones, door handles, and any other surface that does not meet the required cleanliness standards to ensure that each space meets its required cleanliness standard. Contractors shall coordinate on spaces that could present a safety problem or damage or loss to Government property.
    i. This clause shall be performed in the BMF, tool move in, and process support.
e. The contractor shall clean and empty the dirt collection area of the shoe cleaner located at the entrance of the cleanroom.
f. The contractor shall use a Government provided air particle counter for the contractor to measure the particle counts in at both ends of each bay and each chase. The contractor shall record these values and present them in an electronic copy to the COR or designated representative by the end of the day they are collected.
    i. This clause shall be performed in the BMF, tool move in, and process support.
g. The contractor shall clean the front and inside of all chemical benches to the required cleanliness standards. Please note that if any chemicals are present, ask the COR or designated representative for advice. The contractor shall wear proper PPE is required and waste shall be

disposed of in accordance with facility procedures and applicable regulations.

i. This clause shall be performed in the BMF and process support.

h. The contractor shall empty, clean, and rinse with DI water, and refill the developer carboys. The contractor shall wear proper PPE as required and waste shall be disposed of in accordance with facility procedures and applicable regulations.

i. This clause shall be performed in the BMF.

i. The contractor shall ensure that, the following items are stocked at levels sufficient to maintain at least a monthly supply for standard facility usage. If stock levels fall below this minimum, the Contractor shall replenish items to the required minimum levels. Items shall be stocked and rotated such that older items are used before newer items (first-in, first-out).

i. Booties
ii. Gloves
iii. Hairnets
iv. Face Coverings
v. Isopropanol Wipes
vi. Safety Glasses
vii. Safety Glass Cleaners
viii. This clause shall be performed in the BMF interstitial.

j. The contractor shall inspect all trash cans and empty them when full or when otherwise required to maintain safe and compliant operations.

i. This clause shall be performed in the BMF interstitial.

k. The contractor shall inspect all sharps containers and empty or dispose of them, whichever is appropriate for the container, when full or when otherwise required to maintain safe and compliant operations. Sharps waste shall be disposed of in accordance with facility procedures and applicable regulations.

i. This clause shall be performed in the BMF interstitial.

l. The contractor shall inspect all solvent trash containers and empty them when full or when otherwise required to maintain safe and compliant operations. All solvent waste

shall be disposed of as hazardous waste in accordance with facility procedures and applicable regulations.

i. This clause shall be performed in the BMF interstitial.

m. The contractor shall perform the following tasks related to Garment cleaning:

i. On the first Thursday of the month, the Contractor shall remove all cleanroom garments from: the BMF gowning room garment racks, place them in the collection area for suits to be laundered, and then restock the BMF gowning room with clean garments.

4. On a quarterly basis, defined as standard Government yearly quarters: The contractor shall perform the following tasks in the specified areas in a method that is consistent with each areas cleanliness standards as defined in the definitions section:

a. The contractor shall remove old vacuum cleaner bags, replace old vacuum dirt bags with new Government provided vacuum dirt bags, and dispose of old vacuum dirt bags. This may only be performed in areas where contamination is not controlled such as in a hallway or other location.

i. This clause shall be performed in all locations covered under the scope of the statement of work.

b. The contractor shall clean both sides of the windows, glass doors, and any viewing panels between the BMF and building 81 corridor C and the PIF and building 81 corridor C. The contractor shall clean both sides of the windows, glass doors, and any viewing panels in a manner that is appropriate for the cleanliness of each space. Upon completion of cleaning the windows, glass doors, and any viewing panels, they shall be free of visible dust, streaks, smears, fingerprints, and residue.

c. On the first Thursday of the first month of the quarter, the Contractor shall remove all cleanroom garments from: the process support racks, tool move racks, interstitial racks, and DIF racks, place them in the collection area for suits to be laundered, and then restock the listed areas with clean garments.

ii. **OPTION: CLIN 1001 Laboratory Service Option Year 1:**
   1. The contractor shall provide an additional year of the service described in CLIN 0001 for an additional year that starts at the end of CLIN 0001.
   2. This option will be able to be exercised at any time during the period of CLIN 0001.

iii. **OPTION: CLIN 2001 Laboratory Service Option Year 2:**
   1. The contractor shall provide an additional year of the service described in CLIN 1001 for an additional year that starts at the end of CLIN 1001.
   2. This option will be able to be exercised at any time during the period of CLIN 1001.

iv. **OPTION: CLIN 3001 Laboratory Service Option Year 3:**
   1. The contractor shall provide an additional year of the service described in CLIN 2001 for an additional year that starts at the end of CLIN 2001.
   2. This option will be able to be exercised at any time during the period of CLIN 2001.

v. **OPTION: CLIN 4001 Laboratory Service Option Year 4:**
   1. The contractor shall provide an additional year of the service described in CLIN 3001 for an additional year that starts at the end of CLIN 3001.
   2. This option will be able to be exercised at any time during the period of CLIN 3001.

4. Period of Performance:

a. Base year plus 4 option years.

5. Place of Performance:

a. All work shall be performed at the 325 Broadway, Boulder, Colorado location.
b. Access to Building 1 and Building 81 shall be granted to the contractor for the entire period of performance of this contract.
c. The day-to-day supervision and direct control over the work performed by the on-site contractor personnel will be the sole responsibility of the contractor.

6. Government Furnished Property:

a. Emergency Services: The Government will provide general installation security services. Call extension 7777 or outside phone line emergency numbers, (303) 497-7777, emergencies to report a fire, or for medical emergencies.
b. Facilities: The Government will provide the necessary workspace for the Contractor staff to provide the support outlined in the PWS to include desk space, telephones, computers, and other items necessary to maintain an office environment in building 81.
c. Utilities: The Government will provide all utilities in the facility and be available for the Contractor's use in the performance of tasks outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.
d. Access to employee public areas: restrooms/breakroom/parking.
e. Administrative Work Space in building 81 as noted by the COR/CO containing.
    i. Desk with chair
    ii. NIST linked computer and printer support (local or network),
    iii. Telephone,
    iv. Common Office Consumables (paper/pens/stapler/etc.)
f. Materials: The Government will provide NIST Standard Operating Procedures and Policies.
g. Supplies: The Government will provide the consumables required for the completion of each task. All Government-furnished items remain the property of the Government and must stay on-site at all times.
    i. Cleanroom gowning and personal protective equipment.
    ii. Air particle counter.
    iii. Vacuum cleaner suitable for each lab environment.
    iv. Mops, wipes, cleaning supplies, and cleaning fluids.
h. Training: The Government will provide initial BMF specific safety training for Contractor staff members before they perform any work.

7. Deliverables

a. Service Activity Reports
    i. The Contractor shall submit written service activity reports documenting all work performed under this Statement of Work.
    ii. Reports shall be submitted electronically to the COR or designated representative.
b. Daily Service Log
    i. On each day services are performed, the Contractor shall provide a daily service log including, at a minimum:
        1. Date of service
        2. Areas serviced
        3. Tasks performed

4. Observed facility issues (leaks, contamination, safety concerns, equipment anomalies)
5. Corrective actions taken or recommended
6. Daily logs may be submitted individually or compiled into weekly reports.

c. Weekly Summary Report
   i. On a weekly basis, the Contractor shall submit a summary report including:
      1. Summary of services performed
      2. Weekly inventory of supplies, chemicals, and gasses. Inventory summaries shall be provided in a common electronic spreadsheet format such as .xlsx , .csv , or .ods that is easily integrable into the Government's existing inventory system. The reports shall include at least the name of the item and the quantity remaining.
      3. Garment management activities
      4. Outstanding issues or deferred tasks
      5. Corrective actions taken or recommended

d. Monthly Performance Report
   i. On a monthly basis, the Contractor shall submit a performance report including:
      1. Summary of completed daily, weekly, and monthly tasks
      2. Results of particle counts and environmental monitoring (where applicable). The contractor shall provide an electronic copy of the results.
      3. Summary of in-depth cleaning activities
      4. Equipment, tool, or infrastructure concerns
      5. Trends or recurring issues affecting cleanliness or operations
      6. Recommendations for process improvements

e. Incident and Nonconformance Reports
   i. The Contractor shall immediately notify the COR or designated representative of any incident, spill, safety concern, contamination event, or deviation from required standards.
   ii. A written incident report shall be submitted within one (1) business day and shall include:
      1. Description of the incident
      2. Affected areas and equipment
      3. Immediate response actions
      4. Root cause (if known)
      5. Preventive measures

f. Record Retention
   i. The Contractor shall maintain records of all reports, logs, inspections, and monitoring data for the duration of the contract and shall make such records available to the Government upon request.

8. Attachments:

a. N/A

9. Performance Requirement Summary

Task	Performance Indicators	Performance Standards	Acceptable Quality Level	Surveillance Method
The contractor shall provide laboratory services to the BMF, PIF, DIF, and supporting areas according to the specifications in Section 2.	Laboratory services are performed according to the required standards and the contractor addresses problems in accordance with the guidelines in section 2.c.	The technical requirements defined in the statement of work section 2 are performed in a timely manner as defined in section 2.c.	Laboratory services are performed according to the required standards.	Visual verification of the completed work and verification of contractor reports.

10.Travel:

a. The contractor shall cover all travel expenses.

11. Contractor Supplied Materials

a. General: The Contractor shall furnish all labor, supervision, administration, supplies, equipment, and services required to perform work under this contract that are not listed under Part 6 of this PWS.
    i. All Contractor staff on-site shall pass a background security check.
    ii. All Contractor staff on-site shall satisfactorily complete necessary tasks and safety training. The safety training includes BMF safety training
    iii. Due to the variety of conditions and requirements for working in the cleanroom, such as hazards present, sensitive equipment, ability to follow evacuation alarms, safety issues, documentation, and inventory-related activities; all Contractor staff must be able to:
        1. Climb and work on a 10-foot ladder
        2. Work in the subfloor with a 2-foot height limitation.
        3. Lift 50 pounds.
        4. Have eyesight and hearing levels necessary to complete the tasks in this PWS safely.

5. Read, write, and speak English at a level required to perform the tasks and understand safety announcements.

b. Special Agreement Check Clearance: The Contractor shall possess and maintain a Special Agreement Check (SAC) clearance from the Office of Personnel Management (OPM). This includes providing fingerprints and running a criminal history check.

c. Personnel Clearance: The Contractor shall initiate and coordinate the following background checks on all employees responsible for performing custodial services in any facility prior to beginning work in such facilities in order to determine their suitability for working on the NIST, Boulder campus. The Contractor shall ensure the site manager and any other designated personnel who require access to the installation in the contract's performance have a current and favorably adjudicated Personnel Security Investigation (PSI). The Contractor shall ensure that National Agency Checks with Written Inquiries (NACI) authorized under Executive Orders 10450 and 10577, section 3301 and 3302 of title 5, U.S. Code; and parts 5, 731, 732, and 736 to Title 5, Code of Federal Regulations are completed and submitted to the COR one week after hiring of any new personnel.

   i. Each Contractor employee shall complete an SF 85, Questionnaire for Non-Sensitive Positions, using the Electronic Questionnaire for National Security Positions (e-QIP) located on the Office of Personnel Management (OPM) website http://www.opm.gov/e-qip/. This information constitutes Personally Identifiable Information (PII).

   ii. The Contractor shall submit a hardcopy of the form with the employee's original signature/date and two fingerprint cards (FBI Form FD 258) and a completed OF 306, Declaration of Federal Employment to the CO or COR, who will forward them to the appropriate office on behalf of the Contractor. These forms shall not be faxed or sent electronically. This information constitutes PII. The SF 85 and fingerprint cards are submitted with the Contractor Investigative Request (CIR), annotating the appropriate designation.

   iii. The Contractor shall take any and all steps to protect this PII of its employees. The Contractor shall provide such PII to the Government with a cover sheet, indicating that, "This information is subject to the Privacy Act." If PII is sent via electronic mail (encrypted), the Contractor shall indicate in the subject line a statement that reads, "This information is subject to the Privacy Act."

d. Identification Card/Badge: Every Contractor employee shall obtain a Temporary Identification (ID) Badge prior to starting work on this contract. Upon notification to the COR by the Installation Security Office of a final favorably adjudication of Personnel Security Investigation (PSI), the Contractor employee will be issued a permanent DOC-NIST Contractor badge. Each Contractor employee shall wear the Contractor's ID Badge conspicuously on his/her outer clothing at all times

while working on the installation except for when working in the cleanroom. Personnel are subject to challenge and removal from the work area or denied access to the installation if the Contractor's ID Badge is not being worn. It is the Contractor's responsibility to enforce this requirement. All Government provided Contractor's ID badges shall be returned to the Government either at the completion of the contract or upon employment termination. After award of contract, the Contractor shall request through the COR the issuance of installation passes and identification badges for his/her employees and work vehicles. The Government will issue badges without charge. Contractors are only to have access to specific and necessary buildings to which they are assigned to. Upon termination of employment or contract, the Contractor shall secure the terminated employees' base identification cards and return them to the COR or TPOC within twenty-four hours. The Contractor shall develop procedures ID control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued ID by personnel who no longer an employee. The Contractor shall immediately report any occurrences of lost ID cards to the Contracting Officer in writing.

e. Physical Security: The Contractor shall be responsible for safeguarding all Government equipment, information, and property provided for Contractor use in buildings 1 and 81. At the close of each work period, Government facilities, equipment, and materials shall be secured.
f. Vehicle Registration: Prior to entering the installation, all Contractor and Contractor employee's vehicles shall be properly registered and insured in accordance with applicable Federal, State, and DOC laws and policies.
g. Installation Parking: The Contractor and its employees shall abide by installation parking regulations. Employees' vehicles shall only be parked in areas approved by the Office of Facility and Property Management.
h. Accident Reporting: Emergency 911 services are available on the installe tion. Additionally, the Contractor and Contractor's personnel shall be knowledgeable of and comply with all installation incident reporting procedures provided by the COR or TPOC. Should an accident occur on-site, the local Emergency Medical Services shall respond and provide ambulance services off the installation. When available, the installation will transport the injured to the nearest public hospital. This information constitutes PII. The submission of this PII to the Government shall be done in accordance with the safeguarding procedures outlined above in sections 11.c.i, 11.c.ii, and 11.c.iii. The Contractor shall preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and the Government investigation is conducted.
i. Loss or Damage to Contractor's Property: The Contractor shall be responsible for protecting its supplies, materials, equipment, and the personal property of its employees from loss, damage, or theft. The Contractor shall identify all Contractor-owned equipment by marking or tagging. All equipment shall be listed, and a digital photo shall be provided to the COR/ Alternate Contracting

Officer's Representative (ACOR) before the equipment is used. All Contractor equipment and supplies shall be secured at the end of each work period in facilities to be provided for this purpose. The Government assumes no responsibility for damage, loss, or theft to Contractor's materials or supplies while in use or storage at any Department of Commerce (DOC) facility. The Contractor shall get approval from the COR/ACOR for any storage facilities used, which shall remain onsite and a location to set up and park the container. The COR/ACOR will consider the location for such storage and the duration that suitable locations can be used on a case-by-case basis.

i. Liability: The Contractor shall be aware that, in the performance of the services stated in this PWS, costly equipment owned by the Government shall be worked on and shall be worked around. Laboratories contain valuable items and ongoing experiments. The Contractor shall be held responsible for damages to all Government-owned property, including but not limited to equipment, tools, and facilities, and be required to repair any damage or replace any equipment, at the Contractor's expense, due to negligence on the part of the Contractor or the Contractor's employees.

j. Special Qualifications: Contractors shall provide their proposed staff with basic safety, chemical safety, and cleanroom protocol training relevant to working in a lab environment, and ISO 5, 6, 7, and 8 cleanrooms in accordance with the requirements outlined in ISO specification 14644, Cleanrooms and Associated Controlled Environments and IEST-RP-CC018.4.

k. Contractor Personnel: The Contractor shall be required to furnish qualified personnel to perform this contract. The Contractor shall provide sufficient staff to perform the tasks outlined in this PWS commensurate with those standards and practices commonly found in the commercial marketplace. The Contractor shall establish a sufficient management team for the custodial staff and the size of this effort, as commensurate with those standards and practices commonly found in the commercial marketplace. All Contractor personnel shall only take direction from their immediate supervisor. Under no circumstances shall the Contractor take direction from any Government employee that deviates from this PWS.

i. Hiring Government Personnel: The Contractor is restricted from hiring current Government employees.

ii. Training Requirement: The Contractor shall keep a record of training for each employee on file and made it available to CO or COR when requested. Records shall be retained for at least one (1) review cycle or as designated by the CO or COR.

iii. Contractors shall be responsible for continued, uninterrupted service for the tasks in this PWS.

iv. The Contractor shall provide the Government a written plan for training new staff members and for uninterrupted service for the tasks in this PWS.
v. The Contractor shall not unduly interfere with the day-to-day functioning of the cleanroom. The Government will provide guidance through the TPOC to this effect.

l. Emergency Telephone List: Provide the COR/Technical Point of Contact (TPOC) a phone listing updated as necessary for emergency contact during non-working hours. This list shall be due within 5 calendar days before the contract start date. Monthly updates are due on the first calendar day of each month or within 3 business days of changes in contact information to the COR/TPOC/CO.
    i. Mandatory NIST BMF Trainings: Required safety trainings will be updated or amended by the Government as needed depending on NIST safety requirements.
m. Safety: The Contractor employee shall be responsible for knowing and complying with all installation safety prevention regulations. Such regulations include, but are not limited to general safety, fire prevention, and waste disposal.
n. Notification of Environmental Spills: In the event that the Contractor spills or releases any hazardous material or hazardous waste into the environment, The Contractor shall immediately report the incident to the COR/TPOC. The Contractor shall be liable for the costs of clean up and remediation of any spills or the release of such substance into the environment.
o. Safety and Occupational Health Hazard Reporting Program: NIST has committed itself to Safety excellence. As such, the Contractor shall maintain safety standards consistent with all applicable Federal, State, and local regulations and coordinate their safety program with the CO or COR to ensure their program meets applicable compliance standards. The Contractor shall document and submit to the CO or COR, for acceptance, a copy of their written safety program no later than the start of full performance and shall provide all updates and revisions to the safety program within 30 calendar days of the change.
    i. The Contractor shall immediately notify the COR and TPOC of any safety problems that may affect the performance of work to be performed under this contract, present unsafe or unhealthy conditions, and/or a cause or delay in work by the Contractor's employees. Government facilities have been inspected for compliance with Occupational Safety and Health Act (OSHA) standards, and no hazards have been identified for which safe work practices have not been established. Should a hazard be identified, the Government shall correct the hazardous condition according to the established risk. A higher priority for correction will not be assigned provided merely because of this contracting initiative. The fact that no safety conditions have been identified does not warrant or guarantee that no hazards exist. Compliance with Federal regulations for the protection of contracted employees is exclusively the obligation of

the Contractor. This includes the requirement for appropriate safety training as required under OSHA and other applicable laws and regulations, including Hazard Communication and Blood Borne Pathogens' handling. The Government will assume no liability or responsibility for the Contractor's compliance or noncompliance with such requirements, with the exception of the requirement mentioned above to make corrections according to established risk. It is the responsibility of the Contractor to report any and all safety incidents and accidents to the Installation Support Services at BSHED and Safety Office (303-497-5375). The contact information for this office can be obtained from the COR. The Contractor shall notify the CO or COR immediately, but not later than one working day after the occurrence of all reportable accidents, near and misses, and incidents resulting in personal injury, loss of life, impact to the environment property damage to a Government facility or equipment.

p. Hazard Reporting Program: The Contractor shall establish a Hazard Reporting Program as a component of the overall safety program according to Safety and Health Management System. (SHMS) for Occupational Safety and Health Administration (OSHA) employees. The Contractor shall provide its employees with the procedures to report hazards, including the following:
    i.
        1. dentification of personnel to who report suspected hazards
        2. When hazards should be reported
        3. Oral vs. written reports
        4. Protection against reprisals for people filing reports
    ii. The Contractor shall encourage employees to make oral reports to their supervisor as the most prompt and effective identification method, especially for imminent hazards. The Contractor shall use the NIST form as directed by the COR/TPOC or Contractor equivalent when reporting hazards in writing. The Contractor shall have forms readily available (either via hard copy or electronically) at workplaces for employees to use.
    iii. The Contractor shall investigate hazard reports as soon as possible and shall notify the CO or COR within one hour for imminent danger situations or potentially serious situations and three working days for all other hazardous conditions

q. Communications. The Contractor is required to acknowledge any communication from the CO, COR/TPOC, or their designee within 30 minutes during normal working hours.

r. Safety and Health Plan. The Contractor shall identify the processes and procedures the Contractor will use to track compliance with the Safety and Health Plan and the process and procedures that will be used to correct violations.

s. Quality Control: The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS.
    i. Quality Control Contents: The QCP is highly recommended to include the following:
        1. An inspection system tailored to the specific laboratory services required for the BMF cleanroom and PIF and addresses all services required by the PWS. The person who performs the work shall not also inspect and approve that work.
        2. The Contractor's methods will identify, and correct deficiencies in the quality of service before the level of performance becomes unacceptable.
        3. The Contractor shall maintain an on-site file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the Contracting Officer (CO)/ Contracting Officer Representative (COR) upon request during the term of the contract. The CO/COR may compare inspections performed by the Contractor's inspectors against the actual conditions which exist at the time of inspection. The Contractor shall maintain these files for a minimum of six (6) months after the contract completion date.

t. Computerized Products: Should the Contractor choose to use computerized products to conduct management, scheduling, and automated reports, all products shall be compatible to NIST computer systems such as valid electronic mail addresses, Microsoft Word, Microsoft Excel, and PDF documents.

u. Repairs. The Contractor shall immediately notify the COR/TPOC verbally or in writing of any circumstance or situation in need of facility fixture repairs in the Government Furnished Facility.

v. Renovations/Changes/Upgrades to Contractor Provided Space. No alterations to the property shall be made without specific written permission from the COR/CO. The Contractor shall furnish the CO a detailed modification(s) request. Any approved Contractor required alterations shall be made at no additional cost to the Government. At its own expense, the Contractor shall restore the space to the original condition in which it was received, fair wear and tear expected, at the time of contract completion or termination, except as otherwise approved in writing by the CO. In the case of damaged facilities, the amount of compensation due to the Government by the Contractor shall be the actual cost of the repair.

TECHNICAL EXHIBIT 1

Quality Assurance Surveillance Plan

This Quality Assurance Surveillance Plan (QASP) describes the Government's methods for monitoring and evaluation the Contractor's performance to ensure services are performed in accordance with the Statement of Work. Surveillance methods are structured to verify compliance with required cleanliness standards, safety requirements, and task frequencies without unduly burdening Contractor operations. Failure to document required tasks shall be considered failure to perform the tasks. Repeated failure to meet performance standards may result in written notification, required corrective action plan, increased surveillance, or other remedies available under the contract.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
The Contractor shall provide a Safety and Health Plan and the process and procedures that will be used to correct violations.	The Contractor provided a Safety and Health Plan and the process and procedures that will be used to correct violations.	Zero deviation from standard	The Contractor provided a Safety and Health Plan and the process and procedures that will be used to correct violations.
Daily tasks listed in section 3.c.i.1	The contractor has performed the task according to the required standard and documented in daily service log.	95 % compliance per reporting period with no repeated deficiencies.	Visual random inspections to verify that tasks have been completed in accordance with the required standards and review of Contractor daily service logs.
Weekly tasks listed in section 3.c.i.2	The contractor has performed the task according to the required standard and documented in weekly service log.	95 % compliance per reporting period with no repeated deficiencies.	Visual random inspections to verify that tasks have been completed in accordance with the required standards and review of Contractor weekly service logs.
Monthly tasks listed in section 3.c.i.3	The contractor has performed the task	95 % compliance per reporting period with	Visual random inspections to verify

	according to the required standard and documented in monthly service log.	no repeated deficiencies.	that tasks have been completed in accordance with the required standards and review of Contractor monthly service logs.
Quarterly tasks listed in section 3.c.i.4	The contractor has performed the task according to the required standard and documented in quarterly service log.	95 % compliance per reporting period with no repeated deficiencies.	Visual random inspections to verify that tasks have been completed in accordance with the required standards and review of Contractor quarterly service logs.

PROVISIONS AND CLAUSES

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 offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Overhaul (DEVIATIONS JAN 2026): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide
CAR: https://www.ecfr.gov/current/title-48/chapter-13

(End of provision)

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 Overhaul (DEVIATIONS JAN 2026): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide
CAR: https://www.ecfr.gov/current/title-48/chapter-13

(End of clause)

CLAUSES/ PROVISIONS INCORPORATED BY REFERENCE:

ALT I 52.203-6, Restrictions on Subcontractor Sales to the Government (Nov 2021)
52.203-17, Contractor Employee Whistleblower Rights (Nov 2023)
52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2024)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)
52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (DEVIATION JAN 2026)
52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-7 System For Award Management (DEVIATION JAN 2026)
52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards(DEVIATION JAN 2026)

52.204-13 System For Award Management Maintenance (Deviation Jan 2026)
52.204-19 Incorporation By Reference Of Representations And Certifications (Dec 2014)
52.208-90 Government Supply Sources (DEVIATION JAN 2026)
52.208-91 GSA Fleet Vehicles and Related Services (DEVIATION JAN 2026)
52.209-2 Prohibition On Contracting With Inverted Domestic Corporations-Representation (NOV 2015)
52.209-5 Certification Regarding Responsibility Matters (DEVIATION JAN 2026)
52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION JAN 2026)
52.209-7 Information Regarding Responsibility Matters (DEVIATION JAN 2026)
52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION JAN 2026)
52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (DEVIATION JAN 2026))**Filled in SAM**
52.212-1 Instructions To Offerors--Commercial Products And Commercial Services (DEVIATION JAN 2026)
52.219-8, Utilization of Small Business Concerns (DEVIATION JAN 2026)
52.219-28, Post-award Small Business Program Rerepresentation (DEVIATION JAN 2026)
52.222-3, Convict Labor (Jun 2003)
52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (DEVIATION JAN 2026)
52.222-19, Child Labor—Cooperation with Authorities and Remedies (DEVIATION JAN 2026)
52.222-35, Equal Opportunity for Veterans (DEVIATION JAN 2026)
52.222-36, Equal Opportunity for Workers with Disabilities (DEVIATION JAN 2026)
52.222-37, Employment Reports on Veterans (DEVIATION JAN 2026)
52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-50, Combating Trafficking in Persons (DEVIATION JAN 2026)
52.222-90, Addressing DEI Discrimination by Federal Contractors (DEVIATION JAN 2026)
52.223-23, Sustainable Products and Services (May 2024)
52.226-7 Drug-Free Workplace (May 2024)
52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018)
52.232-39 Unenforceability of Unauthorized Obligations (JUNE 2013)
52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-3, Protest After Award (DEVIATION JAN 2026)
52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)
52.244-6 Subcontracts for Commercial Products and Commercial Service (DEVIATION April 2026)
1352.201-70 Contracting Officer Authority (APR 2010)
1352.209-73 Compliance With The Laws (APR 2010)
1352.209-74 Organizational Conflict Of Interest (APR 2010)

Full Text Provision and Clauses:

FAR 52.212-4 TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION DATE)

(a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement

of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

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

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

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

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

(i) Payment—

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

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

(iii) Final decisions. The Contracting Officer will issue a final decision as required by FAR part 33 if–

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

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

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

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

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

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

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal

contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services;

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

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) Unauthorized obligations.

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

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

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

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

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

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

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

(End of clause)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (DEVIATION JAN 2026)

(a) Definitions. As used in this provision-—
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.
Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.
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) Procedures.

(1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) FASCSA Orders.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—
(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and
(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.
(e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—
(i) 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;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the 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
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 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 https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—
(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(g) Disclosure.
(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);
(vii) Whether alternative products or services are available that would be compliant with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions undertaken or recommended.
(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:
(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.
(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.
(h) Executive agency review of disclosures. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation 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.

(End of Clause)

1352.201-72 CONTRACTING OFFICER`S REPRESENTATIVE (COR) (APR 2010)

(a) TBD is hereby designated as the Contracting Officer`s Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:
Phone Number: TBD
Email: TBD
(b) The responsibilities and limitations of the COR are as follows:
(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.
(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

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:

ATTN: Donald Collie, 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 Washington, D.C. 20230.
FAX: (202) 482-5858
(End of clause)

1352.246-70 PLACE OF ACCEPTANCE (APR 2010)

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

National Institute of Standards and Technology
Shipping & Receiving
325 Broadway,
Boulder, Colorado 80503

(End of clause)

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

All contractors performing work on active contracts at the U.S. Department of Commerce (DOC), National
Institute of Standards and Technology (NIST) campuses and/or working in NIST workspaces should go to the www.nist.gov website and under the "About NIST" tab click on "Visit". This site includes information about campus access and security information; identification requirements; parking information and more.

Contractor personnel are required to check the appropriate campus operating status and personnel

requirements at https://www.nist.gov/campus-status daily prior to arriving on site. All personnel must adhere to the requirements set forth in the 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 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
(303) 497-3000 option 2

In the event of 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 the contractor has been, or is notified that it is required to work under an excepted status, the contractor must stop work. The work stoppage shall remain in effect until the lapse is resolved and notification is provided via the NIST website at www.nist.gov (banner on front page) and/or the NIST operating status line(s). 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 active 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 not cause the Government to incur additional obligations during the lapse in appropriation may continue performance.

Please note that in all circumstances that impact operations on the NIST campuses, contractors are expected to follow all direction guidance provided by NIST authorities.

(End of clause)

NIST LOCAL-56 INVOICING PROCESSING PLATFORM-ALTERNATE I (DEC 2022)

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 of clause)

Instructions and Evaluation Criteria

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with the format in RFO part 12, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested, and a written solicitation will not be issued.

(I) The solicitation number is 1333ND25QNB680468 and this solicitation is a Request for Quotation (RFQ). ***This acquisition is being solicited 100% set aside for small business.*** Only quotations from small businesses shall be considered for an award.

(II) The solicitation document and incorporated provisions and clauses are those in effect through the RFO.

(III) The associated North American Industrial Classification System (NAICS) code for this procurement is 541380 with a small business size standard of $19 million in revenue.

(IV) All offerors shall provide a firm-fixed-price quotation for all line items listed on page 3 of this document.

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

The requirements for the line items to be acquired above are in the attached Statement of Work document.

Attachment #1: STATEMENT OF WORK (SOW)
Attachment #2: Applicable Provisions and Clauses

(VI) Quoters/Contractors must possess an ACTIVE registration in the System for Award Management, www.SAM.gov, when submitting a quotation and shall continue to hold an active registration until time of award, during performance, and through final payment of any purchase order or contract resulting from this solicitation. This acquisition office will verify that quoters have an active registration through www.sam.gov upon receipt of the quotation. If the SAM.gov registration is not active, the quotation will not be considered for award.

(VII) The provision at FAR 52.212-1, Instructions to Offerors—Commercial Products and Commercial Services, applies to this acquisition. Addenda to this provision is as follows:

DUE DATE FOR QUOTATIONS
Offerors shall submit their electronic quotations, via email, so that NIST receives them not later than **date and time on page 1.** E-mail quotations shall be submitted directly to the Contract Specialist at forest.crumpler@nist.gov and Contracting Officer at donald.collie@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.

PRE-QUOTE INQUIRIES (CAR 1352.215-72):
Offerors must submit all questions concerning this solicitation in writing to both the Contract Specialist, and the Contracting Officer, listed above. Questions should be received no later than 5 calendar days after the issuance date of this solicitation. All responses to the questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided

in other form, only the responses included in the amendment to the solicitation will govern performance of the contract.

QUOTATION PREPARATION INSTRUCTIONS:

All quotations shall conform to solicitation provisions/clauses and be prepared in accordance with this section. The quotation shall be clearly and concisely written as well as be neat, indexed (cross-indexed as appropriate) and logically assembled. Note: The term "indexed" refers to a table of contents that lists sections and page numbers. In the event that the Offeror is unable to create an indexed quotation, an alternative approach such as a Table of Contents shall suffice. All pages of the quotation shall be appropriately numbered. A cover letter may be included in addition to Volumes I-III discussed below.

In preparing the quotation, each volume shall stand on its own. For each given evaluation factor, the Government will only evaluate the information provided in the corresponding section of the quotation. The Offeror's quotation shall be clearly divided into the following distinct volumes:

Volume I – Technical Quotation
Volume II – Demonstrated Experience
Volume III – Price Quotation
Volume IV - Terms and Conditions

Volume I - Technical Quotation:

The offeror shall submit one (1) copy of their technical quotation, electronically, via E-mail to the Contract Specialist and Contracting Officer identified above. The technical quotation shall address the following:

Technical Capability:
The quoter shall submit technical approach and capability documentation which may include a narrative, charts, graphs, tables, drawings, product / service literature, and as applicable, demonstrated authority to provide the necessary items and perform the required services identified in the statement of work (Attachment 1). The documentation shall clearly describe, in sufficient detail, the vendor's authority, proposed items, resources and methods to successfully fulfill the requirements including specifications, performance capability requirements, delivery schedules, warranties, and all service requirements. The submission shall clearly identify each line item above. The submission must demonstrate that the proposed system meets or exceeds each minimum requirement described within the attached statement of work document by providing a citation between the statement of work paragraph and the relevant section of the technical description or product literature. The offeror must not simply state they will meet or exceed the requirement; evidence must be provided. If applicable, evidence that the offeror is authorized by the manufacturer to provide the item(s) in the quotation shall be included.

Volume II – Demonstrated Experience:
The offeror shall describe up to three (3) relevant purchase orders/projects over the past five (5) years with Federal, state, or local governments, and/or commercial customers demonstrating experience that aligns to the requirements of this solicitation.

The description of each purchase order/project described in this volume shall not exceed one page in length and shall include the following information:

1. Purchase order/project number;

Instructions and Evaluation Criteria

2. Product and/or service provided and relevance to solicitation requirements;
3. Purchase order total dollar amount/value;
4. Period of Performance – indicate by month and year the start and completion (or "ongoing") dates for the purchase order;
5. Reference Contact – If a non-Government purchase order, identify the name and address of the client with current telephone number and email address of a point of contact of the client responsible for the purchase order;
6. Reference POC Information: Name, email, phone number, and role within the experience submission of the Purchase ordering Officer's Representative (COR), Program Manager (PM) or equivalent individual (not the Contracting Officer). This can be federal or non-federal.

Volume III - Price Quotation:

The offeror shall submit one (1) copy of their entire quotation, electronically, via E-mail to the Contract Specialist and Contracting Officer identified above. The pricing quotation shall be separate from any other portion of the quotation. The offeror shall propose a firm-fixed-price quotation for each CLIN to include all shipping costs (FOB Destination) and tariffs, if applicable. Price quotations shall remain valid for a period of 90 days from the date quotations are due.

Volume IV – Terms and Conditions:

The offeror shall review the provision and clauses attachment and complete any required information as record via a separate volume response to this solicitation.

Note: System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

Acceptance of Terms and Conditions:
If the offeror objects to any of the terms and conditions contained in this solicitation, the offeror 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:" [Offeror shall list exception(s) and rationale for the exception(s)]. It is the sole responsibility of the offeror to identify in their quotation any exceptions to the terms and conditions of the solicitation. *If the offeror does not include such a statement, the submission of a quotation in response to this solicitation will be regarded as the Offeror's acceptance of the Government's terms and conditions for inclusion into the resultant purchase order (PO).*

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 proposed 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.

(X) 52.212-2 EVALUATION CRITERIA

The Government intends to award a single firm fixed price purchase order (PO) from this solicitation utilizing simplified acquisitions procedures in accordance with RFO Part 12. The Government reserves the right not to award a PO and to make an award without discussions based solely upon initial quotes.

Instructions and Evaluation Criteria

Basis for Award:

The Government intends to award a single purchase order (PO) from this solicitation utilizing RFO part 12. The Government reserves the right not to award a PO and to make an award without discussions based solely upon initial quotes. Offerors are strongly encouraged to submit their best technical solutions and price in response to this RFQ. The Government intends to make an award, based on best value, to the offeror with the proposed solution that is most advantageous, price and non-price factors considered. When combined, non-price factors are more important than price. As the non-price factors become more equal among offerors, price shall become more of a determining factor. The Government reserves the right not to award a PO and to make an award based solely upon initial quotes.

Evaluation Factors:

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

Demonstrated Experience:

Higher scores will be given to companies that can demonstrate recent and relevant experience providing same/similar services. Experience that fully demonstrates a clear understanding of the requirement and history of providing these services is desired.

Price: The proposed price will be evaluated. The evaluation will determine whether the proposed prices are reasonable in relation to the solicitation requirements. Prices must be entirely compatible with the technical portion of the quotation.