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

1. REQUISITION NUMBER: NB305000-26-00170

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1333ND26QNB030450

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: JENNIFER LOHMEIER
jennifer.lohmeier@nist.gov

b. TELEPHONE NUMBER *(No collect calls)*: 301-975-0814

8. OFFER DUE DATE/ LOCAL TIME: AUG 19, 2026 10:00 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: 334516

SIZE STANDARD: 1,000

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 000SB

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

16. ADMINISTERED BY CODE

17a CONTRACTOR/ OFFEROR. CODE FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

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

This solicitation is for commercial products or commercial services and is issued in accordance with RFO Part 12, *Acquisition of Commercial Products and Commercial Services*, as supplemented by Department of Commerce acquisition policies. The solicitation document and incorporated provisions and clauses are those in effect under the Revolutionary FAR Overhaul (RFO), as supplemented by Department of Commerce acquisition policy.

This procurement is being issued as a 100% small business set-aside.

The associated North American Industry Classification System (NAICS) code for this procurement is 334516 — Analytical Laboratory Instrument Manufacturing with a small business size standard of 1,000 Employees.

It is anticipated that a Firm-Fixed Price type Purchase Order will be issued as a result of this solicitation.

Delivery shall be FOB Destination and made within five (5) months or less after receipt of order (ARO).

Offerors shall submit pricing for the line item(s) on the Standard Form 1449 in accordance with Attachment A, Statement of Work (SOW).

Attachments:
Attachment A – Statement of Work (SOW)
Attachment B – Clauses, Instructions to Offerors, and Evaluation Criteria

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	The Contractor shall provide a Helium Leak Detector in accordance with the Statement of Work (SOW) and the terms and conditions included herein.	**1.00**	LO	_____	_____
0002	FOB Destination Shipping	**1.00**	LO	NTE _____	NTE _____

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STATEMENT OF WORK
Title: Helium leak detector

I. BACKGROUND INFORMATION

The National Institute of Standards and Technology (NIST), an agency within the U.S. Department of Commerce, advances U.S. innovation and industrial competitiveness by developing and promoting measurement science, standards, and technology. Within NIST, the Material Measurement Laboratory (MML) develops measurement science, standards, reference materials, and data that enable innovation in advanced materials, manufacturing, biotechnology, and emerging technologies. MML supports U.S. industry by providing the measurement capabilities necessary to improve product quality, accelerate technology development, and strengthen domestic manufacturing competitiveness.

As part of this mission, MML conducts research that supports the advancement of semiconductor manufacturing technologies. The semiconductor supply chain is global, highly specialized, and deeply interconnected, with manufacturers relying on thousands of suppliers to provide the advanced materials, equipment, and process technologies required to fabricate semiconductor devices. Limited visibility into semiconductor supply chains and research and development ecosystem gaps has highlighted the need for improved measurement capabilities that enable the development, validation, and optimization of next-generation semiconductor manufacturing processes. To address these challenges, NIST develops the measurement science (metrology) needed to support advances in semiconductor materials, packaging technologies, and production methods.

The Digital Twins for Atomic Layer Deposition Processes Project (Project 5.05) was established to develop and validate digital twin models for atomic layer deposition (ALD) processes, enabling more efficient process design, optimization, and operation. A critical component of this effort involves the design, assembly, integration, and testing of high-vacuum optical cells and ALD chambers used to support experimental validation of the digital twin models.

Verification of these vacuum systems requires precise leak testing using a helium leak detector (HLD). To support laboratory operations, the HLD must be sufficiently compact and portable to allow use at multiple testing locations, including optical tables and laboratories in different buildings. The instrument must also provide exceptionally high leak detection sensitivity to identify extremely small leaks that could adversely affect vacuum performance. In addition, the HLD shall utilize oil-free pumping technology to eliminate the risk of hydrocarbon contamination that could compromise sensitive vacuum systems, experimental integrity, or semiconductor processing equipment.

Purpose/Objective: The purpose of this acquisition is to procure a compact, high-sensitivity, oil-free helium leak detector (HLD) to support the CHIPS Digital Twins for Atomic Layer Deposition (ALD) Processes Project. Digital twin models are a critical tool for advancing semiconductor manufacturing but require high-quality experimental data for validation. This data will be generated using custom optical cells and ALD deposition chambers that operate under

high-vacuum conditions. Verifying the vacuum integrity of these systems through helium leak testing is essential to ensure proper operation and produce accurate, reliable measurement data. Because multiple vacuum systems are currently being assembled and an HLD is not available, procurement of this equipment is necessary to commission the experimental apparatus, begin data collection, and meet project milestones within the required schedule.

II. MINIMUM REQUIREMENTS

The Contractor shall provide a system that meets all technical specifications identified below. All items must be new. Used or remanufactured equipment will not be considered for award. Experimental, prototype, or custom items will not be considered. The use of "gray market" components are not acceptable. All line items shall be shipped in the original manufacturer's packaging and include all original documentation and software, when applicable.

Line Item 0001
Description: A portable, self-contained, oil-free helium leak detector (HLD)
Quantity: One (1)

A. Technical Specifications

a. Minimum detectable helium leak rate: 5 x 10^{-12} Pa·m^3/s or lower
b. Minimum peak pumping speed for helium: 1 liter/second or higher
c. Detectable gases: Helium-3, Helium-4, and molecular hydrogen
d. Auto-calibrating for leak rate upon start-up
e. Maximum time for start up (including calibration): 5 minutes or less
f. Oil-free backing pump integrated into package
g. Minimum pumping speed for backing pump: 1.5 m^3/h or higher
h. Inlet connection flange: DN 25 ISO-KF
i. Power: single phase, 105-125 V, 50/60 Hz
j. Weight not to exceed 50 lbs (22.7 kg) including backing pump
k. Inlet port for a nitrogen purge
l. Touchscreen menu for control
m. Supplied with a remote or removable touchscreen
n. Supplied with a helium spray gun for delivery of helium to the test vacuum chamber
o. Supplied with a cart or trolley for transportation
p. Supplied with a calibrated leak

III. SCHEDULE OF DELIVERABLES

Deliverable Number	***Description***	***Quantity***	***Due Date***	***Place of Delivery***
1	Helium leak detector	One (1)	No later than 18 weeks ARO	NIST (Gaithersburg)

IV. DELIVERY TERMS

Delivery shall be F.O.B Destination (or equivalent incoterms, such as DDP) and shall occur in accordance with the delivery due dates provided in the table above.

FOB Destination means: The contractor shall pack and mark the shipment in conformance with carrier requirements, deliver the shipment in good order and condition to the point of delivery specified in the purchase order, be responsible for any loss of and/or damage to the goods occurring before receipt and acceptance of the shipment by the consignee at the delivery point specified in the purchase order; and pay all charges to the specified point of delivery.

The contractor shall deliver all Line Items to:
National Institute of Standards and Technology
Shipping and Receiving
100 Bureau Drive, Building 301
Gaithersburg, MD 20899
Attention: TBD at time of Award.

V. INSPECTION & ACCEPTANCE

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

Performance Tests:
1. Performance tests involve measuring minimum detectable leak rate of the HLD with calibrated leak rate valves.

NIST may choose at its discretion to forego this part of acceptance testing.
A visual inspection of the equipment will be performed by the NIST POC to identify surface defects or any form of indication that any equipment was damaged during transport to NIST. The Government shall have sole discretion to require repair or replacement of damaged and/or nonconforming supplies at no cost to the Government. The Government at any time prior to acceptance shall reject the equipment due to defects and/or nonconformance. The vendor is responsible for latent defects discovered any time after final inspection. However, the extent of its liability shall be prorated over the useful life of the equipment.

Ownership of the equipment shall transfer to NIST upon acceptance by the Government.

The Government will test, inspect, and accept or reject the equipment within ten (10) business days of the receipt of the equipment unless otherwise indicated above. The Government reserves the right to conduct quality assurance testing to confirm that a given instrument(s) meets the manufacturer's and/or the Government's performance specifications. It is anticipated that the equipment will meet all manufacturer's specifications and/or the Government's performance

specifications identified in the most recent operations and maintenance manual for each piece of equipment and/or in this document.

VI. WARRANTY

The contractor shall warrant the entire system for a period of a minimum of twelve (12) months. Warranty shall commence upon acceptance of the system by the Government and at a minimum shall include parts and labor.

VII. PAYMENT SCHEDULE

The Contractor will be paid, in accordance with the payments clause in the contract and as follows:

1. 100% after installation and acceptance by the POC of fully installed system,
2. After the successful completion of the testing requirements set forth in this document,
3. After successful demonstration by the instrumentation that it performs in accordance with the requirements set forth in this document, and\
4. Upon submission of a proper invoice.

NOTE: Partial shipments and partial invoices will not be accepted, unless otherwise requested and accepted by the Contracting Officer prior to award offer. Proposed payment schedules shall be submitted with vendor's response to the RFQ for consideration.

All invoices submitted after 10/01/2026 shall be submitted via ipp.gov in accordance with NIST LOCAL-56.

VIII. CYBERSECURITY PRIVACY REQUIREMENTS

NIST seeks a solution that provides security and privacy protection consistent with requirements defined by applicable federal laws, regulations, policies, and standards (e.g., the Federal Information Security Management Act (FISMA), OMB Circular A-130, and FIPS Publication 200). The solution provider (including subcontractors) may meet these requirements through various means, including but not limited to FedRAMP authorization, current third-party assessments (e.g., SSAE, PCI), and/or responses to NIST special publication control set SP 800-171.

Minimally Acceptable Controls

- System security plan describing physical, technical, and administrative controls implemented to protect systems and sensitive personally identifiable information (SPII).
- IT management processes to establish and manage secure configuration baselines including routine patching for all operating systems and applications.

- Access to SPII is restricted to those with a need to know. Personnel with access to SPII have background investigations performed (e.g. criminal, financial etc.), and are trained on secure handling of SPII.
- Access Controls for SPII meet or exceed industry best practices for access and identification control including, but not limited to, connectivity to servers and databases, multi-factor authentication for remote accesses for administration, secure configurations for any devices accessing the system, and strong physical security for any place where the data is accessed.
- The solution supports multifactor authentication for users and/or supports integration with customer federation services for Single-Sign capability.
- Processes for scanning on a continual basis for vulnerabilities and proper configurations for all aspects of the system, as well as processes for timely mitigation of findings.
- Auditing and Incident Response processes including customer notification of suspected or actual incidents and logging with sufficient information to perform forensics on any incident. Processes for notifying and providing appropriate mitigations, including but not limited to credit monitoring services, for subsidy applicants in the event of suspected or actual incidents.
- SPII is encrypted in transit using TLS 1.2 or better and encrypted at rest in all places the SPII is stored. All encryption algorithms and modules are FIPS 140-2/140-3 validated.

If unable to meet any of the requirements listed above, the solution provider may provide details of mitigations or alternative protections in place to ensure the appropriate handling and protection of SPII.

If the solution provider provides services to other Federal agencies, provide a general description of the security risk management approach and client point of contact.

Attachment B - Clauses, Instructions to Offerors, and Evaluation Criteria

The full text of Revolutionary FAR Overhaul (RFO) provisions or clauses may be accessed electronically at https://www.acquisition.gov/far-overhaul.

FAR 52.212-1 - Instructions to Offerors - Commercial Products and Commercial Services (Deviation January 2026), applies to this acquisition. See Addendum to FAR 52.212-1 below.

The quotation shall be submitted electronically via email and shall consist of one volume as detailed below. Each quotation volume shall include the Offeror's name, UEI number, and point of contact information in a cover page, header/footer, or other easily identified location.

I. Questions

INQUIRIES

Offerors must submit all questions concerning this solicitation in writing electronically to Jennifer Lohmeier at Jennifer.lohmeier@nist.gov. **Questions must be received by or before August 11, 2026 at 10:00AM ET**. Any responses to questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the question responses included in the amendment to the solicitation will govern performance of the contract.

II. General

The Government intends to evaluate quotations and make award without discussions but reserves the right to seek clarifications or conduct exchanges if determined necessary. In doing so, the Contracting Officer might not necessarily inform offerors of problems with their quotations or areas where their quotations do not meet RFQ requirements. Nor shall the fact that the Contracting Officer has sought such additional information from one (or more) offerors obligate the Government to have similar communications or any communications whatsoever with any other offerors. Furthermore, the Contracting Officer might decide NOT to request additional information or clarifications of the offerors. Therefore, an offeror's quote, as submitted, must be complete and in compliance with the RFQ requirements.

This procurement is conducted under RFO Part 12 procedures.

The Government intends to make award as a result of this solicitation that will include the terms and conditions as set forth herein. To facilitate an award, quotes shall include a statement regarding the terms and conditions as set forth herein as follows:

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

OR

b) 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:

Definitions:

1. Time: If stated as a number of days, the days are calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and Federal legal holidays. However, if the last day falls on a Saturday, Sunday, or Federal legal holiday, then the period shall include the next working day.
2. Options: A unilateral right in a contract by which, for a specified time, the Government may elect to purchase additional supplies or services called for by the contract or may elect to extend the term of the contract. All options will be specifically called out as such in the Statement of Work (SOW), if applicable.
3. Quote expiration date: Quotes in response to this solicitation shall be valid for a minimum of 90 calendar days.

III. Electronic Submission

Quotes must be submitted and received via email to Jennifer Lohmeier at Jennifer.lohmeier@nist.gov by 10AM ET, August 19, 2026 in order to be considered. Failure to submit a complete quote prior to the solicitation closing date and time will render the quote late and unacceptable. To be considered for award, the Offeror must be an "active" registrant in the U.S. System for Award Management (SAM) at time of solicitation close.

Offerors are responsible for confirming receipt of quotes. Confirmation request email shall be directed to: Jennifer Lohmeier, Contract Specialist: Jennifer.lohmeier@nist.gov

IV. Amendments to Solicitations

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

V. Submission, Modification, Revision, and Withdrawal of Quotes

1. Quotes and revisions of quotes shall be submitted by email to Jennifer.lohmeier@nist.gov under the appropriate solicitation number.
2. Offerors shall submit quotes in response to this solicitation in English and in U.S. dollars.
3. Quotes may be withdrawn at any time before Contract award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
4. Offerors shall notify the Contracting Officer of the expiration of a special discount two weeks prior to the discount expiration.

VI. Quote Format and Content

The quotation shall be submitted as a single electronic document in Adobe PDF or Microsoft Word format and shall include the following sections:

1. **Technical Quote**

The technical quote shall clearly demonstrate the offeror's ability to meet all requirements of the Statement of Work (SOW). At a minimum, the technical quote shall include:

A. Technical Acceptability

The Offeror shall provide:

- A description of the proposed equipment or system, including manufacturer, model number(s), and technical specifications demonstrating compliance with the Statement of Work (SOW).
- Product literature, brochures, manufacturer specifications, or other supporting documentation sufficient to demonstrate compliance with the solicitation requirements.
- Warranty information and any applicable maintenance requirements.
- The proposed delivery schedule, including estimated delivery timeframe and any required installation, startup, or performance testing, if applicable.
- A list of any assumptions or exceptions made in preparing the quote. If exceptions are taken, identify the applicable solicitation provision or clause and provide the rationale for each exception.

The technical quote shall not exceed three (3) pages, excluding the published price list and completed representations and certifications. The quotation shall be prepared on 8½ x 11-inch paper using a minimum 12-point font.

2. **Price Quote**

The price quote shall include firm-fixed price unit(s) and shall be inclusive of FOB Destination delivery terms and as required and to fulfil the requirements of the SOW.

<u>Representations and Certifications</u>

The offeror shall complete and submit all representations and certifications required by the solicitation.

All provisions listed in full-text within this document shall be submitted as an addendum to the price quote and does not count against the page limit identified in the quote instructions.

RFO FAR 52.212-2 Evaluation – Commercial Products and Commercial Services (DEVIATION January 2026) (Addendum to FAR 52.212-2)

VIII. Quote Evaluation

I. General

An award shall be made to the offeror whose quotation is deemed technically acceptable and at the lowest priced. The Government will evaluate quotations based on the following evaluation criteria: Factor 1 - Technical, and Factor 2 - Price.

The Government intends to award a firm fixed price purchase order to the responsible offeror submitting the lowest-priced quotation that is determined to be technically acceptable. Technical acceptability will be evaluated on an acceptable/unacceptable basis. Quotations determined to be technically acceptable will not be ranked or receive additional consideration for exceeding the Government's minimum requirements. Price will become the determining factor for award among all technically acceptable quotations

Upon receipt of Quotations, the Contracting Officer will review them to determine if each Offeror followed all of the Quotation preparation/submission instructions in this solicitation. A Quotation that did not follow the Quotation submission instructions to an extent that the Government cannot properly evaluate the Quotation in accordance with the stated evaluation factors may be deemed unacceptable and may not be further evaluated.

1 – Technical Acceptability

The Government will evaluate the quote to determine whether the proposed commercial product or system meets the requirements of the Solicitation. The evaluation will include, as applicable:

- Compliance with the Statement of Work (SOW) and solicitation requirements;
- Product specifications, literature, and supporting documentation;
- Warranty and maintenance information;
- Proposed delivery schedule and installation or performance testing, if applicable; and

The Government will assign one of the following ratings:

Acceptable: The quote demonstrates that the proposed product or system meets all solicitation requirements.
or
Unacceptable: The quote fails to demonstrate compliance with one or more solicitation requirements. An Unacceptable quote is not eligible for award

2 – Price

The Government will evaluate price for reasonableness and completeness. The evaluation will consider:

- Pricing for all CLINs;
- Any options, if applicable;
- The published commercial price list or other commercial pricing documentation submitted with the quote; and
- Any discounts or other pricing adjustments identified by the Offeror.

The Government may determine that a price is unreasonable if it is materially higher than prevailing commercial pricing or otherwise fails to represent a fair and reasonable price.

IX. Applicable Provisions and Clauses

FAR 52.252-1 Solicitation Provisions Incorporated by Reference.

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

RFO: https://www.acquisition.gov/far-overhaul

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

Provisions incorporated by reference

FAR 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
FAR 52.204-7, System for Award Management
FAR 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations – Representation
FAR 52.209-7, Information Regarding Responsibility Matters
FAR 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
FAR 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran

Provisions incorporated in full text

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation. (DEVIATION Jan 2026)

(a) *Definitions*. As used in this clause—
Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Subsidiary means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation*. The Offeror represents that-

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

(2) It □ is, □ is not a subsidiary of an inverted domestic corporation. (End of provision)

52.219-1 Small Business Program Representations. (DEVIATION Jan 2026)

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

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

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

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

Small business concern—

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

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

Small disadvantaged business concern means a small business concern that-

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

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

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

concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is ____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

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

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

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

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

(c) *Representations.*

(1) The offeror represents as part of its offer that—

(i) it □ is, □ is not a small business concern; or

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

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

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

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

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

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

venture: _.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

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

(1) Punished by imposition of fine, imprisonment, or both;
(2) Subject to administrative remedies, including suspension and debarment; and
(3) Ineligible for participation in programs conducted under the authority of the Act. (End of provision)

FAR 52.219-28 Post-Award Small Business Program Representation

(a) *Definitions*. As used in this clause—
Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.
Small business concern—
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.
(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall represent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:
(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
(3) For long-term contracts-
(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
(c) If the Contractor represented its status as any of the small business concerns identified at 19.000(a)(3) prior to award of this contract, the Contractor shall represent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of

this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)—

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (e.g., an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

(d) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this representation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a

NAICS Code	Small business concern (yes/no)
_____	_____
_____	_____
_____	_____

representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:
(1) The Contractor represents that it □ is, □ is not a small business concern under *NAICS Code* _____ assigned to *contract number* _____.
(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause*.] The Contractor represents that it □ is, □ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.
(3) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it □ is, □ is not a women-owned small business concern.
(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __.]
(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __ .]
(6) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it □ is, □ is not a veteran-owned small business concern.
(7) [*Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.*] The Contractor represents that it □ is, □ is not a service-disabled veteran-owned small business concern.
(8) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402.

[*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __.]
(9) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that—

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
[*Contractor to sign and date and insert authorized signer's name and title.*_____]
(End of clause)
Alternate I (Mar 2020). As prescribed in 19.309 (c)(2), substitute the following paragraph (h)(1) for paragraph (h)(1) of the basic clause:
(h)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

FAR 52.225-2 Buy American Certificate (OCT 2022)

(a)

(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(4) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b)Foreign End Products:

Line Item No.	Country of Origin

_____	_____
_____	_____
_____	_____

(b)[*List as necessary*]

(c) Domestic end products containing a critical component:

Line Item No. ___

[*List as necessary*]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

FAR 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Deviation)

(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)

The following additional FAR and CAR Clauses are incorporated by reference:

- FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- FAR 52.204-10 Reporting Executive Compensation and First Tier Subcontract Awards
- FAR 52.204-13 System for Award Management Maintenance
- FAR 52-204-19 Incorporation by Reference of Representations and Certifications
- FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations
- FAR 52.212-4, Contract Terms and Conditions—Commercial Items
- FAR 52.222-3 Convict Labor
- FAR 52.222-19 Child Labor-Cooperation with Authorities and Remedies
- FAR 52.222-21 Prohibition of Segregated Facilities
- FAR 52.222-26 Equal Opportunity
- FAR 52.222-36 Equal Opportunity for Workers with Disabilities

- FAR 52.222-50 Combating Trafficking in Persons
- FAR 52.222-90, Addressing DEI Discrimination by Federal Contractors (DEVIATION April 2026)
- FAR 52.225-1 Buy American-Supplies
- FAR 52.225-13 Restrictions on certain foreign purchases
- FAR 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving
- FAR 52.232-33 Payment by Electronic Funds Transfer-- System for Award Management
- FAR 52.232-39 Unenforceability of Unauthorized Obligations
- FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors [DOC Deviation April 2020]
- FAR 52.240-91 Security Prohibitions and Exclusions
- FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services (DEVIATION April 2026)

- CAR 1352.201-70 Contracting Officer's Authority
- CAR 1352.209-73 Compliance with the Laws
- CAR 1352.209-74 Organizational Conflict of Interest

FAR Clauses provided in full text:

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services. (End of clause)

CAR Clauses provided in full text:

CAR 1352.233-70 AGENCY PROTESTS (APR 2010)

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

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

NIST/ACQUISITION MANAGEMENT DIVISION
ATTN: Don 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:

NIST/ACQUISITION MANAGEMENT DIVISION
ATTN: NIST PROTEST CONTROLLER
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

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

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

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

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

U.S. Department of Commerce
Office of the General Counsel

Chief, Contract Law Division
Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
FAX: (202) 482-5858

CAR 1352.237-71 SECURITY PROCESSING REQUIREMENTS – LOW RISK CONTRACTS (APR 1020)

(a) Investigative Requirements for Low Risk Contracts. All contractor (and subcontractor) personnel proposed to be employed under a Low Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

(b) Investigative requirements for Non-IT Service Contracts are:

(1) Contracts more than 180 days - National Agency Check and Inquiries (NACI).

(2) Contracts less than 180 days - Special Agency Check (SAC).

(c) Investigative requirements for IT Service Contracts are:

(1) Contracts more than 180 days - National Agency Check and Inquiries (NACI).

(2) Contracts less than 180 days - National Agency Check and Inquiries (NACI).

(d) In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement agency check.

(e) Additional Requirements for Foreign Nationals (Non-U.S. Citizens). Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

(1) Official legal status in the United States;

(2) Continuously resided in the United States for the last two years; and

(3) Obtained advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

(f) DOC Security Processing Requirements for Low Risk Non-IT Service Contracts. Processing requirements for Low Risk non-IT Service Contracts are as follows:

(1) Processing of a NACI is required for all contract employees employed in Low Risk non-IT service contracts for more than 180 days. The Contracting Officer's Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. The contract employee must also complete fingerprinting.

(2) Contract employees employed in Low Risk non-IT service contracts for less than 180 days require processing of Form OFI-86C Special Agreement Check (SAC), to be processed. The Sponsor will forward a completed Form OFI-86C, FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.

(3) Any contract employee with a favorable SAC who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.

(4) For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

(5) In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the Sponsor may request a Customs Enforcement SAC on Form OFI-86C, by checking Block #7, Item I. In Block 13, the Sponsor should enter the employee's Alien Registration Receipt Card number to aid in verification.

(6) Copies of the appropriate forms can be obtained from the Sponsor or the Office of Security. Upon receipt of the required forms, the Sponsor will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the Sponsor and the Contracting Officer whether the contract employee can commence work prior to completion of the suitability determination based on the type of work and risk to the facility (*i.e.*, adequate controls and restrictions are in place). The Sponsor will notify the contractor of favorable or unfavorable findings of the suitability determinations. The Contracting Officer will notify the contractor of an approved contract start date.

(g) Security Processing Requirements for Low Risk IT Service Contracts. Processing of a NACI is required for all contract employees employed under Low Risk IT service contracts.

(1) Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The Contracting Officer's Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. Fingerprints and a Credit Release Authorization must be completed within three working days from start of work, and provided to the Servicing Security Officer, who will forward the investigative package to OPM.

(2) For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Immigration and Customs Enforcement Service. The Sponsor must request the ICE check as a part of the NAC.

(h) Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the Sponsor and Contracting Officer will be notified. The Sponsor shall coordinate with the Contracting Officer for the immediate removal of the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

(1) Conviction of a felony crime of violence or of a misdemeanor involving moral turpitude.

(2) Falsification of information entered on security screening forms or of other documents submitted to the Department.

(3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract.

(4) Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

(i) Failure to comply with security processing requirements may result in termination of the contract or removal of contract employees from Department of Commerce facilities or denial of access to IT systems.

(j) Access to National Security Information. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(k) The contractor shall include the substance of this clause, including this paragraph, in all subcontracts. (End of clause)

CAR 1352.239-71 ELECTRONIC AND INFORMATION TECHNOLOGY (APR 2010)

(a) To be considered eligible for award, offerors must propose electronic and information technology (EIT) that meet the applicable Access Board accessibility standards at 36 CFR 1194 designated below:

_ XX _ 1194.21 Software applications and operating systems

_____ 1194.22 Web-based intranet and internet information and applications

_____ 1194.23 Telecommunications products

_____ 1194.24 Video and multimedia products

__XX_ 1194.25 Self-contained, closed products

_____ 1194.26 Desktop and portable computers

_____ 1194.31 Functional performance criteria

_____ 1194.41 Information, documentation and support

(b) The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

(c) Alternatively, offerors may propose products and services that provide equivalent facilitation. Such offers will be considered to have met the provisions of the Access Board standards for the

feature or components providing equivalent facilitation. If none of the offers that meet all applicable provisions of the standards could be accepted without imposing an undue burden on the agency or component, or if none of the offerors propose products or services that fully meet all of the applicable Access Board's provisions, those offerors whose products or services meet some of the applicable provisions will be considered eligible for award. Awards will not be made to an offeror meeting all or some of the applicable Access Board provisions if award would impose an undue burden upon the agency.

(d) Offerors must submit representation information concerning their products by completing the VPAT template at *http://www.Section508.gov*. (End of clause)

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

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

Gaithersburg Campus Operating Status Line:
(301) 975-8000
(800) 437-4385 x8000 (toll free)
Boulder Campus Operating Status Line:
(303) 497-4000

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

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

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

NIST LOCAL- 56: INVOICING PROCESSING PLATFORM-ALTERNATE I (APR 2010)

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: https://www.ipp.gov/.

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.

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 agency solicitations. Examples including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, 2.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers shall not consider or use these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.