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

1. REQUISITION NUMBER: NB680000-26-01997

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1333ND26QNB680447

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 20, 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] UNRESTRICTED OR [ ] SET ASIDE: _____ % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8 (A)

NAICS: 334516

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
	Prices must include all FOB Destination shipping costs, as well as any other transportation related costs.				
0001	Precision Ion Mill for TEM Specimen Preparation, IAW "Attachment 1 - SOW". FOB : Destination	**1.00**	EA	_____	_____

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STATEMENT OF WORK/REQUIREMENTS DOCUMENT
Title: Procurement of an Ion Mill for Transmission Electron Microscope Specimens
Requesting Lab: Precision Imaging Facility within the Boulder Microfabrication Facility (PML)

I. BACKGROUND INFORMATION

The Precision Imaging Facility at the National Institute of Standards and Technology (NIST) is involved in the characterization of metals, semiconductors, and insulators in support of multiple projects. Materials characterization allows NIST scientists to make direct correlations between material processing, (nano)structure, and resulting properties. This work involves the correlation of processing, structure, and properties of semiconductor material devices using transmission electron microscopes (TEM).

An ion mill is used to prepare thin, electron-transparent specimens for analysis in a transmission electron microscope. An ion mill: (1) accepts a prepared specimen (typically a 3 mm disc) mounted in a specimen holder; (2) generates one or more focused ion beams which are directed at the specimen at a controlled angle; (3) mills the specimen by sputtering material from its surface until the specimen is electron-transparent; and (4) terminates milling based on user-defined criteria. This list of functions is not exhaustive, and contract proposers should carefully review the "Minimum Requirements" section in this document.

II. SCOPE

The Contractor shall deliver an instrument with features as defined in the "Minimum Requirements" section inclusive of FOB Destination. Control and any required support computers shall also be included (as required), as well as all software as defined in the "Minimum Requirements" section. Training shall be provided for NIST personnel and the system shall be covered under warranty for at least one (1) year to include all parts, labor, and travel.

III. MINIMUM REQUIREMENTS

CLIN 0001: Precision Ion Mill for TEM Specimen Preparation
Description: Precision Ion Mill for TEM Specimen Preparation
Quantity: one (1)

Technical Specifications:
The system shall include the following subsystems:

A. *Ion Source(s)*
   a. Ion Source(s)
   b. The system shall include at least two ion sources capable of simultaneous, double-sided milling of a specimen.
   c. The ion beam energy shall be variable from at least 0.1 kV to 8.0 kV to enable both bulk material removal and final low-energy polishing to minimize the amorphous surface layer.

d. Each ion source shall be independently controllable.
e. The milling angle of each ion source shall be adjustable over a range that includes at least −10° to +10°.
f. Preference will be given to systems with motorized ion source angle adjustment, enabling angle changes without physical interaction with the instrument.
g. The Contractor shall specify the ion source type and design.

B. Specimen Stage:

a. The system shall accept standard 3 mm diameter TEM specimens.
b. The specimen stage shall provide continuous 360° rotation with variable rotation speed.
c. The stage shall support specimen rocking or beam modulation to improve milling uniformity.
d. The system shall include a specimen airlock or load lock to allow specimen exchange without venting the main chamber.
e. The Contractor shall specify all specimen holders and mounting options included with the system.

C. Specimen Cooling:

a. The system shall include a specimen cooling capability to minimize specimen damage and eliminate milling artifacts.
b. Preference will be given to systems that include both a liquid nitrogen (LN_2) cooling stage and a Peltier (thermoelectric) cooling stage, or a system that supports both cooling modes.
c. The Contractor shall specify all cooling options available and included with the system.

D. Specimen Viewing and Monitoring

a. The system shall include an optical viewing system to allow the user to monitor the specimen during milling.
b. Preference will be given to systems that include a video-capable digital microscope that can capture and store images or video of the milling process in real time.
c. The Contractor shall specify all viewing and monitoring options available and included with the system.

E. Vacuum system

a. The system shall include a turbomolecular pump or equivalent high-vacuum pump for the main specimen chamber.
b. All vacuum pumps and/or vacuum pumping systems that are required by or included with the system shall be oil free.
c. The Contractor shall specify the base vacuum pressure and operating vacuum pressure of the system.
d. All routine vacuum operations shall be integrated into the instrument control software or user interface.

F. Process Gas:

a. The system shall use ultra-high purity (UHP) argon as the process gas.
b. The system shall include all required mass flow controllers or equivalent equipment for automatic gas control.

G. User Interface:

a. The instrument shall include a user interface that provides full control over the instrument, including but not limited to:
    i. Setting and adjusting ion beam energy and current
    ii. Setting and adjusting milling angle for each ion source independently
    iii. Setting specimen rotation speed and beam modulation parameters
    iv. Setting and monitoring specimen temperature
    v. Creating, saving, and recalling milling recipes
    vi. Setting milling termination criteria

b. Preference will be given to systems with an integrated touchscreen user interface.

H. Radiation Safety

a. The system enclosure shall include all shielding for safe operation of the X-ray source.
b. The system enclosure, X-ray source, and all other parts that may lead to radiation exposure must be fully interlocked such that the X-ray source cannot operate if the enclosure is opened and/or shielding is removed.
c. The system shall include an "X-ray on" light to indicate when the X-ray source is powered on and when the internal system shutters are open.
d. The system enclosure shall include one or more pass-throughs to allow wires and/or cables to enter the system while maintaining radiation safety.

I. Support Equipment

a. If required, the Contractor shall provide a water-cooled water chiller to provide cooling water to the instrument and any other Contractor supplied equipment that requires cooling water.

J. Physical Requirements

a. The instrument shall be in a radiation-safe enclosure
b. The instrument (including all enclosures) shall fit in a laboratory with a ceiling height of 13 feet (3.96 meters)
c. The instrument must fit in a room that is 23 feet (7.01 meters) wide and 23 feet (7.01 meters) deep

K. Training

a. The Contractor shall provide at least one day of training for up to five NIST staff members. Training shall include operation of the instrument and basic instrument maintenance operations.

L. Electrical Power

a. The system and all of its components shall be able to be powered by either 120 V/60 Hz single phase power or 208 V/60 Hz single phase or 208 V / 60 Hz three phase power. If the tool requires power other than those described above, the Contractor shall provide a suitable transformer that can be powered using the above electrical specifications.

M. Inspection and Acceptance

a. Before shipping the system, the Contractor shall provide the Government a standard factory acceptance report demonstrating that the ion mill performs according to the Contractor's standard factory acceptance test.
b. The Contractor shall provide the Government with a standard site acceptance test so the Government can confirm that the unit is operating as expected. The system must pass the standard site acceptance test before it will be accepted.
c. During site acceptance testing, NIST reserves the right to request replication of images, data, or other specifications which were demonstrated or provided in the Contractor's proposal, during technical evaluation, or during factory acceptance testing.

N. Delivery and Installation

a. Upon successful factory testing, the Contractor shall be responsible for delivering the XCT instrument to its final location in Building 81 on the NIST campus in Boulder, CO. This is to include all required rigging from the delivery truck to the final tool placement in the NIST building.
b. During transport to the final tool location, the system components shall be able to pass through a freight elevator with doors that are 7 feet 11 inches tall and eight feet wide. The elevator platform has an entrance door to back length of 9 feet and a width of 13 feet, a cab height of 7 feet 11 inches, and has a weight limit of 10,000 pounds.
c. The Contractor shall provide personnel that pass required government background checks to be issues badges for work on site.
d. The Contractor shall schedule all visits to the BMF for US citizens or permanent residents with the TPOC at least 2 weeks before arriving at the site. The Contractor shall schedule all visits to the BMF for non-US citizens or non-permanent residents with the TPOC at least 6 weeks before arriving at the site.

O. Travel

a. The Contractor shall be responsible for all travel expenses for the Contractor's personnel
b. The Government will be responsible for all travel expenses for the Government's personnel

P. *Contractor Supplied Materials*

a. The Contractor shall supply all parts, hardware, equipment, tools, and labor required to install the instrument

Q. *Warranty*

a. The Contractor shall provide a comprehensive warranty to cover the instrument for a period of one (1) year after formal acceptance of the product by NIST. The warranty shall cover all parts, labor, and travel related to execution of the warranty.

IV. DELIVERABLES

a. CLIN 0001 – Ion Mill System

Description	*Quantity or Format*	*Due Date*
Delivery of Ion Mill System	One (1)	16 weeks after award (sooner is acceptable)
Acceptance of Ion Mill System	One (1)	4 weeks after delivery
Training of NIST personnel or delivery of training materials	One (1)	4 weeks after acceptance

V. PLACE OF PERFORMANCE

All work shall be completed at the Contractor's facility. Installation of the instrument and training shall be performed at the customer's site, NIST, Boulder, Colorado.

VI. PERIOD OF PERFORMANCE

The period of performance shall be twenty four (24) weeks from award offer.

VII. DELIVERY TERMS

Delivery shall be F.O.B Destination and shall occur in accordance with the delivery due dates provided in the above table.

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

National Institute of Standards and Technology
325 Broadway Street, Building 81
Boulder, CO 80305

To be clear, delivery is not complete until the items have been placed inside of the laboratory room designated by a NIST representative. Delivery to a loading dock does not constitute a completed "Delivery".

VIII. INSTALLATION

The system indicated in line item 0001 shall be installed by the Contractor and meet contract specifications no later than ninety (90) days after delivery. Installation, at a minimum, shall include uncrating/unpackaging of all equipment, rigging, set-up and connection of the system to all necessary utilities, gas lines, etc., demonstration of all specifications, and removal and disposal of all associated crating, packing materials, and associated debris. Onsite installation and demonstration shall be done at NIST, Boulder, CO - Building 81.

IX. TRAINING

a. Training requirements are defined above in CLIN 0001. The training shall provide a thorough demonstration of all system functions, maintenance, data administration, and basic troubleshooting. In-person or remote training must be completed no later than four (4) weeks after acceptance.

b. The Contractor shall coordinate with the Government regarding delivery of virtual training materials (manuals, detailed standard operating procedures) or scheduling of virtual training sessions.

X. INSPECTION & ACCEPTANCE

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

Factory Acceptance:

The Contractor shall perform operational tests on each unit in the factory to confirm proper operation and conformance with performance specifications defined herein. NIST reserves the right to have at least one NIST personnel present at factory acceptance testing for the instrument. NIST may, at any time, decide to forgo factory acceptance testing or participate virtually in factory acceptance testing.

Site Acceptance:

At the NIST site the Contractor shall demonstrate conformance with the Contractor's standard acceptance criteria. NIST may request that the Contractor demonstrates any technical specification defined in the "Minimum Requirements" section of this document prior to acceptance.

<u>NIST may choose at its discretion to forego this part of acceptance testing.</u>

A visual inspection of the equipment will be performed by the NIST TPOC 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 thirty (30) 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.

XI. PAYMENT SCHEDULE

Advance payment is not authorized. The Contractor must invoice in arrears according to the payment schedule. The Contractor shall be paid, in accordance with Net 30-day payment terms, upon receipt and acceptance of a proper invoice, in accordance with the following schedule:

1. 100% after installation and acceptance by the TPOC of fully installed system, AND
2. After the successful completion of the testing requirements set forth in this document under section set forth in this document, AND
3. After successful demonstration by the instrumentation that it performs IAW the technical requirements set forth in this document AND
4. After receiving an invoice submitted properly, IAW the purchase order terms and conditions.

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.

XII. GOVERNMENT FURNISHED PROPERTY

No government property will be furnished.

I. MISCELLANEOUS INFORMATION

Safety: The Contractor's employees shall be responsible for knowing and complying with all best- practice installation procedures, protocols, and safety regulations. Such regulations include, but are not limited to, general safety, PPE, fire prevention, and waste disposal.

Security: NIST is a restricted campus. The Contractor will conform with all appropriate requirements to gain permission to access the site.

Regular Business Hours. Regular business hours are Monday through Friday, 8:00 am to 5:00 pm) mountain time, excluding Federal holidays and NIST closures.

Identification Badges: Contractor's employees must comply with NIST identification and access requirements. Each Contractor employee must wear a visible identification badge provided by the NIST Security Office and conform to the restrictions associated with the type of identification badge issued.

Vehicle Registration: All Contractor employees must register their vehicles with the NIST Security Office to gain access to the campus. Since requirements may change, the Contractor will keep abreast of and conform with any updates prior to driving a vehicle onto the NIST campus.

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:

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)
52.204-13 System For Award Management Maintenance (Deviation Jan 2026)
52.204-19 Incorporation By Reference Of Representations And Certifications (Dec 2014)
52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation
52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation(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)
52.219-28, 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)
52.222-36, Equal Opportunity for Workers with Disabilities (DEVIATION JAN 2026)
52.222-50, Combating Trafficking in Persons (DEVIATION JAN 2026)
52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION April 2026)
52.223-23, Sustainable Products and Services (May 2024)
52.225-5, Trade Agreements (Nov 2023)
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)
52.240-91 Security Prohibitions and Exclusions (DEVIATION JAN 2026)
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)

52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2021)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]
(c) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of provision)

52.225-18 PLACE OF MANUFACTURE (DEVIATION JAN 2026)
(a) Definitions. As used in this provision—
Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-
(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-
(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) □ Outside the United States.

(End of provision)

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)

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: 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

(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
325 Broadway,
Boulder, CO 80305
(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

(I) The solicitation number is **1333ND25QNB680447** and this solicitation is a Request for Quotation (RFQ). ***This acquisition is being solicited with FULL and OPEN competition.*** 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 334516 with a small business size standard of $1,500 employees.

(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 Destination 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:

Instructions and Evaluation Criteria

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;
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.

Offerors that are proposing products manufactured outside of the United States must identify any other or unknown charges that may be applicable to the sale of these products (here indicated as CLIN 0003 - Other transportation related expenses) as a separate line item on price quotes/proposals. This price element may be listed as part of the cost of the product or as a sub-total element but must be clearly identified. This price element must only apply to the total value of the goods identified for customs processing. Only include the country of origin and the tariff percentage currently in place or the expected amount at time of delivery for that country. Price quotes shall clearly identify the relevant tariffs in terms of percentage and total cost. If there are multiple countries of origins and associated tariffs, identify each separately.

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.

Instructions and Evaluation Criteria

(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.

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.

- ***Preference will be given to systems that include both a liquid nitrogen (LN_2) cooling stage and a Peltier (thermoelectric) cooling stage, or a system that supports both cooling modes.***
- ***Preference will be given to systems that include a video-capable digital microscope that can capture and store images or video of the milling process in real time.***
- ***Preference will be given to systems with an integrated touchscreen user interface.***
- ***Preference will be given to systems with motorized ion source angle adjustment, enabling angle changes without physical interaction with the instrument.***

Demonstrated Experience:

Higher scores will be given to companies that can demonstrate recent and relevant experience providing three (3) or more systems that are materially similar to the product being offered.

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.