ATTACHMENT 2- APPLICABLE PROVISIONS AND CLAUSES

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

FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

Solicitation Provisions Incorporated by Reference (Feb 1998)

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

(End of provision)

FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE

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

Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): at http://acquisition.gov/comp/far/index.html
https://www.commerce.gov/oam/policy/acquisition-policy/procurement-memoranda

(End of Clause)

PROVISIONS & CLAUSES INCORPORATED BY REFERENCE

PROVISIONS:

FAR 52.204-7, System for Award Management (DEVIATION JAN 2026)
FAR 52.215-1, Instruction to Offers – Competitive Acquisition

Time Scale Synthesizers NB688000-26-02413

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

CLAUSES:

52.203-6, ALT I Restrictions on Subcontractor Sales to the Government (Nov 2021)
52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021)
52.203-17, Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-13, System for Award Management Maintenance (Deviation Jan 2026)
52.204-91, Contractor Identification (DEVIATION JAN 2026)
52.208-90, Government Supply Sources (DEVIATION JAN 2026)
52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION JAN 2026)
52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION JAN 2026)
52.210-1, Market Research
52.219-28, Post Award Small Business Program Representative (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)
52.222-20, Contracts for Material, Supplies, Articles and Equipment (DEVIATION JAN 2026)
52.222-35, Equal Opportunity for Veterans (DEVIATION JAN 2026)
52.222-36, Equal Opportunity for Workers with Disabilities (DEVIATION JAN 2026)
52.222-37, Employment Reports on Veterans (DEVIATION JAN 2026)
52.222-50, Combating Trafficking in Persons (DEVIATION JAN 2026)
52.226-7, Drug-Free Workplace (May 2024)
52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)
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)
52.237-2, Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.240-91, Security Prohibitions and Exclusions (DEVIATION JAN 2026)
52.240-93, Basic Safeguarding of Covered Contractor Information Systems (DEVIATION JAN 2026)
52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (DEVIATION JAN 2026)

CAR CLAUSES INCORPORATED BY REFERENCE:
CAR 1352.209-72, Restrictions Against Disclosure
CAR 1352.209-73, Compliance with the Laws
CAR 1352.209-74, Organizational Conflict of Interest
CAR 1352.233-70, Agency Protests
CAR 1352.233-71, GAO and Court of Federal Claims Protests

PROVISIONS & CLAUSES in Full Text:

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

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

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

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

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

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

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

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

(End of clause)

FAR 52.209-1 QUALIFICATION REQUIREMENTS.

Qualification Requirements (Feb 1995)

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

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this

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

(Name) _____

(Address) _____

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

Offeror's Name _____

Manufacturer's Name_____

Source's Name _____

Item Name _____

Service Identification _____

Test Number _____ (to the extent known)

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

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

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or

ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of provision)

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

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

(a) The Government will not enter into a contract with any corporation that—

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

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

(b) The Offeror represents that–

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

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

(End of provision)

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

As prescribed in 22.2203, insert the following clause:

Addressing DEI Discrimination by Federal Contractors (Deviation APRIL 2026) (Should it be Jan 2026) Can be put IBR?)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

(End of clause)

FAR 52.225-3, BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT ALT II

FAR 52.225-4, BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT CERTIFICATE.

As prescribed in 25.601(b)(2)(i), insert the following provision:

BUY AMERICAN-FREE TRADE AGREEMENTS-ISRAELI TRADE ACT CERTIFICATE (APRIL 2026)

(a)

(1) The Offeror certifies that each end product, except those listed in paragraph (b) or (c)(1) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(2) of this provision contains a critical component.

(2) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States," are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(b) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line-Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(c)

(1) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other 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".

Other Foreign End Products:

Line-Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[*List as necessary*]

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

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)

Alternate II (JAN 2025). As prescribed in 25.601(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act".

ISRAELI END PRODUCTS:

Line-Item No.
_____

_____

_____

[*List as necessary*]

FAR 52.225-18, PLACE OF MANUFACTURE

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

Place of Manufacture (Aug 2018)

(a) Definitions. As used in this provision—

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

(1) FPSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.

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

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

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

(2) □ Outside the United States.

(End of provision)

FAR 52.247-34, FOB DESTINATION

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

F.O.B. Destination (Jan 1991)

(a) The term "F.O.B. destination," as used in this clause, means-

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarder for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall-

(1)(i) Pack and mark the shipment to comply with contract specifications; or
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

FAR 52.247-48, FOB DESTINATION-EVIDENCE OF SHIPMENT

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

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

(a) If this contract is awarded on a free on board (F.O.B.) destination basis, the Contractor-

(1) SHALL NOT SUBMIT AN INVOICE FOR PAYMENT UNTIL THE SUPPLIES COVERED BY THE INVOICE HAVE BEEN SHIPPED TO THE DESTINATION; and

(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

FAR 52.252-6, AUTHORIZED DEVIATIONS IN CLAUSES

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

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

(End of Clause)

CAR 1352.233-70, AGENCY PROTEST

(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: ANGELA HTT, 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: BONNIE GARCIA
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 PROTEST

(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 1352.246-70, PLACE OF ACCEPTANCE

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

(End of Clause)

NIST LOCAL-9 CUSTOMS

Ship to: National Institute of Standards and Technology
325 Broadway Blvd, Shipping and Receiving
Boulder, CO 80305
c/o Laing International Customs Broker
Dulles International Airport (IAD)
Washington, D.C. 20166-9547 USA
Paul Peterson, License Custom Broker
100 Carpenter Drive, Suite 202
Sterling, VA 20164
Phone (703) 471-9279 Ext 200 Fax (703) 471-8436

NIST LOCAL-10 DELIVERY INSTRUCTIONS

Contractor shall coordinate delivery (including installation and training if applicable) with the Technical Information Contact identified herein.

(End of Clause)

NIST LOCAL-39 MARKING/PACKING INSTRUCTIONS

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

(2). For each shipment made under this contract/order, the Contractor shall furnish itemized packing list(s), enumerating the specific contents of each shipping container and what specific individual components constitute a full and complete "unit" for each bid item. The packing list shall include the brief description of each item found in the Schedule. If more than one container is required for each unit, each container should be marked

accordingly, e.g., "Box 1 of 2," "Box 2 of 2," and the boxes, where feasible, should be taped or shrink-wrapped together as an issuable unit.

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

(End of Clause)

NIST LOCAL-53 CONTRACTING PERFORMANCE DURING CHANGES IN NIST OPERATION 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 and guidance provided by NIST authorities.

(End of Clause)

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

(End)

INVOICING PROCESSING PLATFORM- IPP

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.