Spatial Light Modulator (NB672020-26-02299)

APPLICABLE PROVISIONS AND CLAUSES

FAR 52.252-1 Solicitation Provisions Incorporated by Reference.
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52 (Federal Acquisition Regulation (FAR)) and https://www.acquisition.gov/car/part-1301-department-commerce-acquisition-regulations-system (Commerce Acquisition Regulation - (CAR)).
(End of Provision)

FAR 52.252-5 Authorized Deviations in Provisions
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
(End of provision)

FAR 52.252-2 Clauses Incorporated by Reference.
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): https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52 (Federal Acquisition Regulation (FAR)) and https://www.acquisition.gov/car/part-1301-department-commerce-acquisition-regulations-system (Commerce Acquisition Regulation - (CAR)).
(End of Clause)

FAR 52.252-6 FAR Authorized Deviations in Clauses
(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.
(End of clause)

PROVISIONS & CLAUSES Incorporated by Reference

Provisions Incorporated by Reference:
52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (DEVIATION JAN 2026)
52.204-7, System For Award Management (DEVIATION JAN 2026)
52.212-1, Instructions To Offerors--Commercial Products And Commercial Services (DEVIATION JAN 2026)
52.240-90, Security Prohibitions and Exclusions Representations and Certifications (DEVIATION JAN 2026

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Clauses Incorporated by Reference:
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)
52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION JAN 2026)
52.212-4, Terms and Conditions—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)
52.222-19, 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 JAN 2026)
52.223-23, Sustainable Products and Services (DEVIATION JAN 2026)
52.225-1, Buy American-Supplies (DEVIATION JAN 2026)
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 (Jun 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)
52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (DEVIATION JAN 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)

PROVISIONS & CLAUSES in Full Text:

Provisions:

FAR 52.225-2 Buy American Certificate.
(a)
(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.
(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.
(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

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

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

(b)[List as necessary]
(c) Domestic end products containing a critical component:
Line Item No. ___
[List as necessary]
(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.
(End of provision)

CAR 1352.233-70 Agency Protests
(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: Clifford Nicholson, CONTRACTING OFFICER
325 Broadway
Boulder, CO 80305

(c)) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address:
NIST/ACQUISITION MANAGEMENT DIVISION
ATTN: Joseph Widdup
100 Bureau Drive, MS 1640
Gaithersburg, MD 20899

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the

Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows:
U.S. Department of Commerce Office of the General Counsel Chief, Contract Law Division Room 5893, Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W. Washington, D.C. 20230.
FAX: (202) 482-5858

CAR 1352.233-71 GAO and Court of Federal Claims Protests
(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

Clauses:

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-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 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 and guidance provided by NIST authorities.
(End Clause)

NIST LOCAL-54 ELECTRONIC BILLING INSTRUCTIONS
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 Clause)

NIST LOCAL-56 INVOICING PROCESSING PLATFORM-ALTERNATE I
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 Clause)