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

1. REQUISITION NUMBER: NB305000-26-01461

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1333ND26QNB030356

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

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

b. TELEPHONE NUMBER *(No collect calls)*: N/A

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

9. ISSUED BY CODE 000SB

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

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

NAICS: 334515

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 000SB

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

16. ADMINISTERED BY CODE

17a CONTRACTOR/ OFFEROR. CODE FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

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

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

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

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

This procurement is being issued as unrestricted. All qualified businesses are eligible to quote.

The associated North American Industry Classification System (NAICS) code for this procurement is 334515 — Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals with a small business size standard of 750 Employees.

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

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

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

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

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	The Contractor shall provide an Electrical Performance Monitoring System in accordance with the Statement of Work (SOW) and the terms and conditions included herein.	**1.00**	LO	_____	_____

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STATEMENT OF WORK
Title: Electrical Performance Monitoring System

I. BACKGROUND INFORMATION

The National Institute of Standards and Technology (NIST) Infrastructure and Materials Group within the Engineering Laboratory is seeking an electrical analyzer and current-stress system to conduct in-situ electrical performance monitoring of advanced packaging interposer test vehicles during multi-stress accelerated reliability testing. This work is in support of the CHIPS Metrology program, specifically Grand Challenge 3, Project 10 - Reliability Testing and Modeling for Advanced Packaging.

The CHIPS Metrology program develops and advances cutting edge metrology capabilities for members of the US semiconductor manufacturing ecosystem. This NIST conducted research program works with device manufacturers, tool vendors, materials suppliers, and other organizations to address critical metrology gaps to spur innovation within seven grand challenge areas. For more information on CHIPS Metrology, please visit https://www.nist.gov/chips/research-development-programs/metrology-program.

II. PURPOSE

The purpose of this requirement is to acquire an electrical performance monitoring system capable of generating time-resolved data necessary to populate an open-source physical property database. This system will support NIST research related to reliability of advanced packaging in heterogeneously integrated semiconductor devices. This capability directly supports the CHIPS R&D Metrology Program's Grand Challenge focused on long-term aging studies of integrating components in advanced packaging. By providing the semiconductor industry with an accurate material property database of polymeric packaging components throughout long-term aging and a new, more accurate reliability model, long-term reliability design efficiency (both time and cost savings) will be greatly improved.

Objective: This project requires a specialized system to provide controlled, accurate current for multiple test vehicles for in-situ resistance measurements during multi-stress accelerated aging tests. The system shall enable detection of failure initiation and collection of real-time degradation data necessary to characterize aging behavior in heterogeneously integrated devices. By supporting the capture of real-time resistance change data, the project aims to improve the accuracy of lifetime prediction models and support the objectives of the CHIPS Metrology Program Grand Challenge 3.

III. MINIMUM REQUIREMENTS

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

Line Item 0001:

Description: Electrical Performance Monitoring System
Quantity: 1

A. **Technical Specifications**
   a. Configuration
      a.i. Complete modular DC current-stress/electrical analyzer system suitable for rack or bench operation.
      a.ii. Minimum of 8 independently programmable DC source output channels
a.ii.1. Each output channel shall be independently programmable for current, voltage, compliance limits, output state, and fault response.
a.ii.2. This can include multiple multi-channel mainframes (not to exceed 4).
a.ii.3. Each channel shall support constant-current and constant-voltage operation
      a.iii. System must be suitable for continuous, long-duration operation with test vehicles.
      a.iv. Must include all required mainframes, source modules, standard power cords, control interfaces, factory calibration, software licenses needed for operation, and standard documentation.
   b. Applied current capability
      b.i. Minimum DC current capability per channel: 0 A to at least +3 A continuous.
      b.ii. System must support stable constant-current operation.
      b.iii. Current programming accuracy shall be <= 0.05 % of setpoint plus <= 500 uA. Specify current accuracy.
      b.iv. Specify current programming resolution and accuracy.
      b.v. System must support continuous DC current stressing for electromigration studies and allow automated current ramping or step changes through software control.
   c. Applied potential, power, and sensing capability
      c.i. Minimum voltage compliance capability of 50 V per channel
      c.ii. Minimum output power capability of 100 W per channel
      c.iii. Each channel must support four-wire remote sense for low-resistance test structures.
      c.iv. Specify voltage programming resolution and accuracy.
   d. In-situ monitoring and external measurement integration
      d.i. System must support integration with an existing switch/multiplexer-based digital data acquisition system for time-resolved voltage, resistance, current-shunt, and temperature monitoring.
      d.ii. System must support use of user-provided external 4-terminal precision current shunts in series with each independently stressed daisy-chain channel for independent actual-current verification.
   e. Samples
      e.i. System will be used to measure electronic performance of solder joints (ubump (45 um diameter), TSV, C4 bump (100 um diameter)) used in 2.5D semiconductor devices.
      e.ii. Samples will be located in external environmental chambers or laboratory ovens with chamber feedthroughs.
      e.iii. Maximum intended current density is approximately 2.0×10^4 A/cm^2

f. Safety, isolation, and protection
    f.i. Each channel must provide hardware output disconnect relays or equivalent hardware isolation of force and sense leads during output-off, fault, or emergency shutdown conditions.
    f.ii. A failure or shutdown on one channel must not require shutdown of all other independent channels during a multi-channel test unless commanded by the user or required by a safety interlock.
g. Software
    g.i. Multiuser system
    g.ii. Software must support long-duration automated current-stress test setup, channel control, voltage/current readback, limit configuration, fault logging, and time-stamped data export.
h. Data storage
    h.i. Provide details of data storage capability and file output.

IV. SCHEDULE OF DELIVERABLES

Deliverable Number	***Description***	***Quantity***	***Due Date***	***Place of Delivery***
1	Electrical Performance Monitoring System	1	No later than 5 months after receipt of order.	NIST (Gaithersburg)

V. DELIVERY TERMS

Delivery shall be F.O.B. Destination (or equivalent Incoterms, such as Delivered Duty Paid (DDP)) and shall be made in accordance with the delivery schedule specified in this Statement of Work. The Contractor shall be responsible for packaging, handling, shipping, transportation, and delivery of all items to the delivery location specified in the contract. The Contractor shall bear the risk of loss or damage to the supplies until they are delivered and accepted by the Government.

The contractor shall deliver all Line Items to:
National Institute of Standards and Technology
Shipping and Receiving
100 Bureau Drive, Building 301
Gaithersburg, MD 20899
C/O/ Ashlee Aiello/ Building 226

VI. INSPECTION & ACCEPTANCE

In addition to the inspection and acceptance provisions of FAR 52.212-4, the Government reserves the right to inspect and test the delivered system to verify compliance with the requirements of this Statement of Work. Any testing performed by the Government will be

conducted in the environment in which the system is intended to operate. The Contractor may be present during such testing at its own expense.

Performance Test

1. Verify that the system powers on, initializes properly, and operates in accordance with the manufacturer's published specifications and the requirements of this Statement of Work.

The Government may waive all or part of the performance testing at its discretion.

A visual inspection of the delivered equipment will be performed by the NIST Technical Point of Contact (TPOC) to identify any visible defects, shipping damage, or other nonconformities.

The Government reserves the right to inspect and test the delivered equipment to verify compliance with the requirements of this Statement of Work and the Contractor's quoted specifications. Inspection and testing may include verification that all required hardware, software, accessories, documentation, and licenses have been delivered and that the equipment operates in accordance with the manufacturer's published specifications.

The Government may reject any supplies that are damaged, defective, or otherwise fail to conform to contract requirements. The Contractor shall repair or replace any rejected supplies at no additional cost to the Government in accordance with the terms and conditions of the contract.

Unless otherwise specified, the Government will inspect and accept or reject the equipment within thirty (30) calendar days after delivery. Acceptance shall occur upon the Government's determination that the equipment conforms to the requirements of the contract.

VII. WARRANTY

The Contractor shall provide a warranty for the entire system for a minimum period of twelve (12) months after Government acceptance. The warranty shall be provided in accordance with FAR 52.212-4 and shall begin on the date of Government acceptance.

At a minimum, the warranty shall cover defects in materials and workmanship that adversely affect the performance, operation, or functionality of the system under normal use. Warranty coverage shall include repair or replacement of defective components at no additional cost to the Government.

The warranty shall, at a minimum, include:

1. Defects in materials or workmanship, including structural, operational, or functional defects that prevent the system from performing in accordance with the manufacturer's published specifications and the requirements of this contract.

VIII. PAYMENT SCHEDULE

The Contractor shall submit one invoice for the full amount as detailed in resultant purchase order, after delivery, installation and Government acceptance. Payment will be issued in accordance with the Prompt Payment Act upon submission of a proper invoice

NOTE: Partial shipments and partial invoices will not be accepted, unless otherwise requested and accepted by the Contracting Officer prior to award offer.

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

The full text of FAR provisions or clauses may be accessed electronically at https://www.acquisition.gov/browse/index/far.

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

The quotation shall be submitted electronically via email and shall consist of two volumes as detailed below. Each quotation volume shall include the Offeror's name, UEI number, and point of contact information in a cover page, header/footer, or other easily identified location. The Contracting Officer intends to award a purchase order without discussions but reserves the right to enter into discussions if in the best interest of the Government.

I. Questions

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

II. General

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

This procurement is conducted under FAR Part 12 procedures.

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

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

OR
b) The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following:

Definitions:

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

III. Electronic Submission

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

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

IV. Amendments to Solicitations

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

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

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

VI. Quote Preparation and Submission Instructions

Offerors shall submit a complete quote that addresses all requirements of this Solicitation. Failure to follow these instructions may result in the quote being determined unacceptable or ineligible for award.

A. General Requirements

1. Submit all files electronically. Each filename shall include the offeror's company name, UEI, and a brief description of the file contents.
2. Documents shall be submitted in Microsoft Office-compatible format, searchable Adobe PDF, or Microsoft Excel where specified.
3. The quote shall be organized in the order identified below and contain sufficient information to enable the Government to evaluate compliance with the solicitation requirements.

B. Quote Organization

The quote shall consist of the following sections:

1. Product Information

<u>The offeror shall provide:</u>

a. A description of the proposed equipment or system, including manufacturer, model number(s), and technical specifications demonstrating compliance with the Statement of Work (SOW).

b. Product literature, brochures, manufacturer specifications, or other supporting documentation sufficient to demonstrate compliance with the solicitation requirements.

c. Warranty information and any applicable maintenance requirements.

d. The proposed delivery schedule, including estimated delivery timeframe and any required installation, startup, or performance testing, if applicable.

e. Completed responses to all solicitation provisions requiring offeror completion. Completed provisions do not count toward the page limitation.

f. A list of any assumptions or exceptions made in preparing the quote. If exceptions are taken, identify the applicable solicitation provision or clause and provide the rationale for each exception.

2. Price

<u>The offeror shall provide:</u>
a. Firm-fixed-price quotations for all Contract Line-Item Numbers (CLINs), including any options, if applicable.

b. Unit prices, extended prices, and total evaluated price. Pricing shall include all costs necessary to furnish the required supplies, including shipping and delivery. Installation shall be separately identified, if applicable.

c. A price breakdown by quoted item sufficient to support the proposed pricing.

d. A current published commercial price list, catalog, or other publicly available pricing documentation. If quoted prices differ from published commercial prices, identify and explain any discounts or other pricing adjustments.

e. Completed representations and certifications required by this solicitation, including **FAR 52.240-90, *Security Prohibitions and Exclusions Representations and Certifications (Deviation January 2026)***. Required representations and certifications shall be submitted as an attachment and do not count toward the page limitation.

f. Prices shall be submitted in Microsoft Excel or searchable Adobe PDF format. All prices shall be expressed in U.S. dollars and rounded to the nearest cent. Quotations shall remain valid for 60 calendar days after the solicitation closing date.

C. Quote Format

The narrative portion of the quote shall:

- Be limited to three (3) pages, excluding product literature, manufacturer specifications, pricing schedules, completed representations and certifications, and other Government-required forms.
- Be single-spaced on 8.5 x 11-inch pages.
- Use a minimum 12-point Times New Roman font for narrative text.
- Include page numbers.
- Include a cover page and table of contents.
- Use 11 x 17-inch foldout pages only for drawings, diagrams, flowcharts, or similar graphics. Text within graphics shall be no smaller than 10-point.

Information need not be repeated within the quote. When referencing information contained elsewhere in the submission, identify the applicable attachment and page number.

The Government encourages clear, concise, and well-organized quotations. Evaluation will be based on the quality and completeness of the information submitted rather than the volume of material provided.

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

VIII. Quote Evaluation

A. General

The Government intends to award a single firm-fixed-price purchase order to the responsible Offeror whose quote:

1. Is determined to be technically acceptable;
2. Offers the lowest evaluated price; and
3. Represents the best value to the Government using the Lowest Price Technically Acceptable (LPTA) source selection process.

B. Technical Acceptability

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

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

The Government will assign one of the following ratings:

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

C. Price

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

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

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

D. Responsibility
Prior to award, the Government will determine whether the apparent successful Offeror is responsible in accordance with applicable statutes and regulations.

E. Basis for Award
Award will be made to the responsible Offeror submitting the lowest-priced quote that is determined to be technically acceptable. Quotes determined to be technically unacceptable will not be considered further for award.

IX. Applicable Provisions and Clauses

FAR 52.252-1 Solicitation Provisions Incorporated by Reference.
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
Federal Acquisition Regulation (FAR): www.acquisition.gov/far/
Commerce Acquisition Regulation (CAR): http://www.ecfr.gov/cgi-bin/text-idx?SID=8b5f22b07c12a52e8b29841ad60f1fd9&mc=true&tpl=/ecfrbrowse/Title48/48chapter13.tpl
Provisions incorporated by reference

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

Provisions incorporated in full text

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

(a) *Definitions*. As used in this clause—
Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Subsidiary means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.
(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.
(c) *Representation*. The Offeror represents that-
(1) It □ is, □ is not an inverted domestic corporation; and

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

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

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

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

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

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

Small business concern—

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

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

Small disadvantaged business concern means a small business concern that-

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

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

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

(b)

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

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

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

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

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

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

(c) *Representations.*

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

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

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

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

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

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

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

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

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

(d) *Notice.* Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and

36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

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

FAR 52.219-28 Post-Award Small Business Program Representation

(a) *Definitions*. As used in this clause—
Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.
Small business concern—
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.
(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall represent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:
(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
(3) For long-term contracts-
(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
(c) If the Contractor represented its status as any of the small business concerns identified at 19.000(a)(3) prior to award of this contract, the Contractor shall represent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)—
(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved

portion of an unrestricted multiple-award contract (e.g., an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);
(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (e.g., an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);
(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (e.g., an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and
(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).
(d) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this representation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.
(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—
(1) Was set aside for small business and has a value above the simplified acquisition threshold;
(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.
(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.
(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:
(1) The Contractor represents that it □ is, □ is not a small business concern under *NAICS Code* _____ assigned to *contract number* _____.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it □ is, □ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.
(3) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it □ is, □ is not a women-owned small business concern.
(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.*]
(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .*]
(6) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it □ is, □ is not a veteran-owned small business concern.
(7) [*Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.*] The Contractor represents that it □ is, □ is not a service-disabled veteran-owned small business concern.
(8) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402.

NAICS Code	Sm
_____	___
_____	___
_____	___

[*The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.*]
(9) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that—
(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.
[*Contractor to sign and date and insert authorized signer's name and title._____*]
(End of clause)

Alternate I (Mar 2020). As prescribed in 19.309 (c)(2), substitute the following paragraph (h)(1) for paragraph (h)(1) of the basic clause:
(h)(1) The Contractor represents its small business size status for each one of the NAICS codes assigned to this contract.

FAR 52.225-2 Buy American Certificate (OCT 2022)

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

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

(b)[*List as necessary*]

(c) Domestic end products containing a critical component:

Line Item No. ___

[*List as necessary*]

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

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Deviation)
(a) *Definitions.* As used in this provision-—
Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
Marginalized populations of Sudan means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.
Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.
Sensitive technology—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
(b) *Procedures*.
(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

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

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

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

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

- FAR 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- FAR 52.204-10 Reporting Executive Compensation and First Tier Subcontract Awards
- FAR 52.204-13 System for Award Management Maintenance
- FAR 52-204-19 Incorporation by Reference of Representations and Certifications
- FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- FAR 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations
- FAR 52.212-4, Contract Terms and Conditions—Commercial Items
- FAR 52.222-3 Convict Labor
- FAR 52.222-19 Child Labor-Cooperation with Authorities and Remedies
- FAR 52.222-21 Prohibition of Segregated Facilities
- FAR 52.222-26 Equal Opportunity
- FAR 52.222-36 Equal Opportunity for Workers with Disabilities
- FAR 52.222-50 Combating Trafficking in Persons
- FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (DEVIATION April 2026)
- FAR 52.225-1 Buy American-Supplies
- FAR 52.225-13 Restrictions on certain foreign purchases
- FAR 52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving
- FAR 52.232-33 Payment by Electronic Funds Transfer-- System for Award Management
- FAR 52.232-39 Unenforceability of Unauthorized Obligations
- FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors [DOC Deviation April 2020]
- FAR 52.240-91 Security Prohibitions and Exclusions
- FAR 52.240-93 Basic Safeguarding of Covered Contractor Information Systems

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

FAR Clauses provided in full text:
FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and

prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

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

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

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

CAR Clauses provided in full text:

CAR 1352.233-70 AGENCY PROTESTS (APR 2010)

(a) An agency protest may be filed with either: (1) the contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority.
(b) Agency protests filed with the Contracting Officer shall be sent to the following address:
NIST/ACQUISITION MANAGEMENT DIVISION
ATTN: Forest Crumpler, 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: HEAD OF THE CONTRACTING OFFICE (HCO)
100 Bureau Drive, MS 1640
Gaithersburg, MD 20899

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.
(e) Service upon the Contract Law Division shall be made as follows:
U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division
Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
FAX: (202) 482-5858

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

(a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.
(b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.
(c) Service upon the Contract Law Division shall be made as follows:
U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division
Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
FAX: (202) 482-5858

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

Unless otherwise stated in the contract terms and conditions, normal days of business operation are Monday through Friday, excluding Federal Holidays. However, throughout the contract period of performance, there may be circumstances beyond the control of the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), that will impact normal days of business operation, such as inclement weather, power outages, etc. In circumstances such as these, the Contractor must call the appropriate NIST campus status line to verify the operating status:
Gaithersburg Campus Operating Status Line:
(301) 975-8000
(800) 437-4385 x8000 (toll free)
Boulder Campus Operating Status Line:
(303) 497-4000

During a lapse in appropriation, access to Government facilities and resources, including equipment and systems, will be limited to excepted personnel for both Federal employees and Contractor personnel. If performance of the contract is onsite and/or requires Government interaction, unless you have been, or are notified that you are to work under an excepted status, you will automatically enter a temporary work stoppage. The work stoppage shall remain in effect until the lapse is resolved and notification is provided via the NIST website at https://www.nist.gov/ and/or the NIST operating status lines. Additionally, Contractors are encouraged to monitor public broadcasts or the Office of Personnel Management's website at www.opm.gov for the Federal Government operating status.
NIST will provide notification to all contractors that are determined to have excepted status. All excepted contractors are required to continue performance and communicate with the appointed Contracting Officer's Representative (COR) for further guidance, or NIST Contracting Officer if a COR is not appointed.

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

NIST LOCAL 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.

NOTE: System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, 2.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers shall not consider or use these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.