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

1. REQUISITION NUMBER: NB777030-26-01168

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1333ND26QNB770237

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: ROBERT COWINS
ROBERT.COWINS@NIST.GOV

b. TELEPHONE NUMBER *(No collect calls)*: 301-975-8335

8. OFFER DUE DATE/ LOCAL TIME: AUG 14, 2026 12:00 PM 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 ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR:

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

NAICS: 334516

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE 000004

NATIONAL INST OF STDS AND TECHNOLOGY
BUILDING 301 SHIPPING AND RECEIVING
100 BUREAU DRIVE
GAITHERSBURG MD 20899-0001

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 ☒ 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

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

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

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	The contractor shall provide an Open Radio Access Network System as detailed in Attachment I.	**1.00**	LO	_____	_____

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STATEMENT OF WORK
Open Radio Access Network (ORAN) System

I. BACKGROUND

The National Institute of Standards and Technology (NIST), Information Technology Laboratory (ITL), Applied Cybersecurity Division, Group 777.02, requires a complete Open Radio Access Network (ORAN) system to support research, testing, and evaluation of standards-based 5G communications. The system shall integrate with the Government's existing 3GPP Release 16 compliant 5G Core and provide an end-to-end ORAN base station utilizing the O-RAN Split 7.2 architecture.

II. SCOPE

The Contractor shall provide one turnkey ORAN system consisting of:

- CU software
- DU software
- CU and DU hardware platforms
- Radio Unit software/firmware
- Radio Unit hardware
- Timing and synchronization system
- Integration with the existing Government 5G Core
- Two commercial 5G user equipment devices
- Ten programmable SIM cards
- Installation, configuration, testing, training, warranty, and maintenance support.

III. TECHNICAL REQUIREMENTS

3.1 CU/DU Software

Provide one perpetual-license CU and DU software suite supporting, at a minimum, 3GPP Release 16, O-RAN 1.0, Split 7.2 architecture, production releases only, logging of fronthaul and midhaul interfaces, and compatibility with the Government 5G Core.

3.2 CU/DU Hardware

Provide at least two independent physical servers, one dedicated to the CU and one dedicated to the DU, with perpetual operating-system licensing where applicable.

3.3 Radio Unit Software

Provide production-release RU software supporting Release 16, O-RAN 1.0, eCPRI, 100 MHz contiguous bandwidth, sub-6 GHz operation, and perpetual licensing.

3.4 Radio Unit Hardware

Provide one 4T4R RU supporting eCPRI, conducted and OTA RF operation, 4 × 250 mW output power, 100 MHz bandwidth, compatible antennas, and sub-6 GHz operation.

3.5 Core Integration

Contractor shall integrate the ORAN system with the existing Government-furnished 5G Core. The Government will provide access to the existing 3GPP Release 16 compliant 5G Core, required interface documentation, network parameters, and other Government-furnished information/equipment necessary for integration. The Contractor shall identify all prerequisites for integration and coordinate installation activities with the Government. Government responsibilities include providing facility access, designated technical points of contact, and timely review of integration milestones.

Integrate the ORAN system with the existing Government Release 16 5GC and demonstrate at least 700 Mbps downlink and 40 Mbps uplink throughput during acceptance testing.

Throughput requirements shall be demonstrated under mutually agreed acceptance test conditions. The Contractor shall document the test configuration, spectrum bandwidth, RF environment, UE configuration, traffic generation methodology, and any assumptions used to validate the required minimum throughput of 700 Mbps downlink and 40 Mbps uplink to ensure consistent evaluation across vendors.

3.6 User Equipment

Provide two commercial North American 5G user devices compatible with the supplied RU.

3.7 SIM Cards

Provide ten SIM cards supporting required 5G authentication including SUCI protection.

3.8 Timing System

Provide a timing and synchronization solution meeting system accuracy requirements, including GPS-based synchronization if applicable.

IV. DELIVERABLES

- Complete integrated ORAN system
- All hardware, software, licenses, antennas, cables, and timing equipment
- Installation and configuration
- Integration with existing 5G Core
- Acceptance test documentation and logs
- Training materials
- Warranty and maintenance documentation

V. DELIVERY

FOB Destination: NIST NCCoE, ATTN: Jeffrey Cichonski, 9700 Great Seneca Drive, Rockville, MD 20850. Delivery, installation, and training shall be completed within 90 days after award.

VI. PLACE OF PERFORMANCE

Integration may occur at the Contractor's facility. Final installation, demonstration, and Government acceptance shall occur at the NIST facility.

VII. GOVERNMENT ACCEPTANCE

Government acceptance shall occur after successful installation and demonstration, including continuous one-hour testing of two UEs achieving expected KPIs, collection of backhaul, midhaul, and fronthaul logs, and verification of MIMO, URLLC, QoS, and slicing performance.

VIII. WARRANTY

Warranty support shall include software updates and security patches, remote technical support during normal business hours (Monday–Friday, excluding Federal holidays), hardware replacement for failed components, and defined response objectives. Critical system issues shall receive an initial response within one business day, with non-critical issues responded to within three business days. Replacement hardware shall be shipped within the warranty period as required to restore system functionality.

Provide a minimum three-year comprehensive warranty covering labor, parts, travel (if required), software support, and replacement of defective components.

IX. TRAINING AND MAINTENANCE

Training shall consist of instructor-led sessions delivered on-site or virtually, with a minimum duration of one full business day. Training shall cover system architecture, administration, operations, troubleshooting, software updates, and routine maintenance for up to five Government technical personnel. The Contractor shall provide all presentation materials, user guides, and training documentation.

Provide on-site or remote operations, maintenance, and troubleshooting training for five Government personnel. Provide a three-year maintenance plan with software updates and response within 72 hours.

X. VENDOR REQUIREMENTS

The Contractor shall provide a compliance matrix that maps each Statement of Work requirement to the corresponding section of its technical proposal and/or product literature. The matrix shall clearly identify how each requirement is satisfied to facilitate the Government's technical evaluation.

Provide new commercial equipment, complete turnkey integration, active SAM registration, all perpetual licenses, and all documentation necessary for operation and maintenance.

52.204-10 Reporting Executive Compensation

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (DEVIATION Jan 2026)

(a) *Definitions*. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

Month of award means the month in which the Contracting Officer signs a contract or the month in which the Contractor signs a first-tier subcontract.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the information described at 17 CFR 229.402(c)(2).

(b) *Requirement*. Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public. Nothing in this clause requires disclosing classified information.

(c) *Reporting*. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (f) of this clause, the Contractor shall report the following in the System for Award Management at https://www.sam.gov as follows:

(1) Executive compensation of the prime contractor. The Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(i.A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(i.B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings
at http://www.sec.gov/answers/execomp.htm.).

(2) First-tier subcontract information. The Contractor shall report the following information by the end of the month following the month of award of each first-tier subcontract award:

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's ultimate parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) The subcontract number assigned by the Prime Contractor.
(vii) Subcontractor's physical address.

(viii) Subcontractor's primary performance location.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) The applicable North American Industry Classification System code.

(3) Executive compensation of the first-tier subcontractor. The Contractor

shall report by the end of the month following the month of award of a first-tier subcontract award and annually thereafter (calculated from the prime contract award date) the names and total compensation of each of the five most highly compensated executives for that subcontractor in the subcontractor's preceding completed fiscal year, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(i.A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(i.B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986
(see http://www.sec.gov/answers/execomp.htm).

(d) *Restriction*. The Contractor shall not split or break down subcontracts to a value below the threshold at the Federal Acquisition Regulation 4.208(e), on the date of subcontract award, to avoid the reporting requirements in paragraph (c) of this clause.

(e) *Duration*. Continued reporting on first-tier subcontracts is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after a first-tier subcontract expires.

(f) *Exceptions.*
(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(g) *Prepopulated data*. The Subcontract Reports in SAM will prepopulate with some information from SAM and the Federal Procurement Data System (FPDS). If the FPDS information is incorrect, the Contractor should notify the Contracting Officer. If the SAM information is incorrect, the Contractor is responsible for correcting this

information.

(End of clause)

52.204-13 System for Award Management—Maintenance. (DEVIATION Jan 2026)

(a) *Definitions*. As used in this clause—

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Active registration*.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at https://www.sam.gov during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements*.

(1) If the Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(1.i) Change the legal business name in SAM;

(1.ii) Comply with the requirements of FAR part 42; and

(1.iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.

(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) *Assignees*.

(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.

(2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

52.204-7 System for Award Management—Registration. (DEVIATION Jan 2026)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

(1) *Unique entity identifier (UEI)*.

(1.i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go
to https://www.sam.gov for instructions on obtaining a UEI.

(1.ii) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(1.iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(2.i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(3.i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for—

(3.i.A) Itself;

(3.i.B) Its immediate owner(s), if any;

(3.i.C) Its highest-level owner, if any; and

(3.i.D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(3.ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.

(3.iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(3.iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) *Representations and certifications*.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts

registration in SAM:

Provision	Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.219-1 Alt II	Small Business Program Representations, with its Alternate II	Mar 2023
52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this

provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (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) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-3.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

CLASSIFICATION CODE: 66 - Instruments and Laboratory Equipment

TITLE: Procurement of Open Radio Access Network (ORAN) System

SOLICITATION NUMBER: 1333ND26QNB770237

RESPONSE DATE: 07/29/2026

CONTACT POINTS: Robert Cowins, Contract Specialist, (301) 975-8335

The National Institute of Standards and Technology (NIST) has a requirement for the Procurement of a ORAN System to be utilized by the Engineering Laboratory (EL) at NIST, Gaithersburg, MD campus.

(I) This is a solicitation for commercial products or commercial services prepared in accordance with the format in part 12 - Acquisition of Commercial Products and Commercial Services as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued.

(II) This acquisition is being solicited as 100% small business set-aside.

(III) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2025-06 Published August 27, 2025 and Effective October 1, 2025 and the Revolutionary FAR Overhaul (RFO), supplemented by Department of Commerce Acquisition Policy.

(IV) The associated North American Industry Classification System (NAICS) code for this procurement is 334516 - Analytical Laboratory Instrument Manufacturing, with a small business size standard of 1000 employees or less.

(V) All offerors shall provide a firm-fixed-price quotation for the following line item(s):

Contract Line Item Number (CLIN)	QTY	UNIT	UNIT PRICE	APPLICABLE DISCOUNTS	TOTAL
CLIN 0001 – The Contractor shall provide all the supplies as detailed in Attachment I.	1	LO			
TOTAL:					

(VI) The requirements for the line items to be acquired above are in the attached Statement of Work document.

Attachment 1: Requirement Document: Procurement of ORAN System

(VII) Date(s) and place(s) of delivery and acceptance and FOB point are required in accordance with the attached Statement of Work document.

(VIII) Interested parties must possess an ACTIVE registration in the System for Award Management system, www.SAM.gov, when submitting a quotation and shall continue to be registered until time of award, during performance, and through final payment of any contract resulting from this solicitation. The Contracting Officer shall confirm that quoters have an "active" registration at the www.sam.gov website upon receipt of the quotation. If the SAM.gov registration is not active, the quotation will not be considered for award

(IX) The provision at FAR 52.212-1, Instructions to Offerors—Commercial Products and Commercial Services (DEVIATION Jan 2026), applies to this acquisition. See Addendum to FAR 52.212-1 below.

Addendum to FAR 52.212-1, Instructions to Offerors – Commercial Products and Commercial Services (DEVIATION Jan 2026):

DUE DATE FOR QUOTATIONS
Offerors shall submit their electronic quotations, via email, so that NIST receives them not later than **12:00pm Eastern Time, 07/29/2026.** E-mail quotations shall be submitted directly to the Contract Specialist at robert.cowins@nist.gov.

Please reference the RFQ number in the subject line of all email communications. Quotations shall not be deemed received by the Government until the quotation is received in the e-mail inbox set forth above.

INQUIRIES:
Offerors must submit all questions concerning this solicitation in writing to both the Contract Specialist robert.cowins@nist.gov. Questions should be received no later than 07/24/2026. All responses to timely submitted questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, only the responses included in the amendment to the solicitation will be deemed as the Government's formal response and govern performance of the contract.

QUOTATION PREPARATION INSTRUCTIONS:

All quotations shall conform to solicitation provisions/clauses and be prepared in accordance with this section. The quotation shall be clearly and concisely written as well as be neat and logically assembled. All pages of the quotation shall be appropriately numbered.

Technical Quotation:

The Offeror shall submit one (1) copy of their technical quotation, electronically, via E-mail to the Contract Specialist identified above. The technical quotation shall address the following:

Technical Capability:

The offeror shall submit a technical description or product literature for the equipment it is proposing, which clearly identifies the manufacturer, make and model. The offeror must demonstrate that its proposed equipment meets each minimum requirement described in the specifications by providing a citation to the relevant section of its technical description or product literature. Evidence that the Offeror is authorized by the original equipment manufacturer to provide the item(s) should be included in the quotation if the offeror is not the manufacturer.

FAR 52.212-2 Evaluation- Commercial Products and Commercial Services (DEVIATION Jan 2026)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

Basis of Award

Evaluation Factors

Award shall be made to the offeror whose quotation offers the best value to the Government price and other factors considered. The Government will evaluate quotations based on the following evaluation criteria listed in descending order of importance: 1) Technical Capability and 2) Price. All non-price factors, individually and when combined, are more important than price.

Technical Capability: No prototypes, demonstration models, used or refurbished instruments will be considered. Evaluation of technical capability shall be based on the information provided in the quotation. NIST will evaluate whether the offeror has demonstrated that its proposed equipment meets or exceeds all minimum requirements. Quotations that do not demonstrate the proposed equipment meets all requirements will not be considered further for award. If an offeror does not indicate whether its proposed equipment meets a certain minimum requirement, NIST will determine that it does not.

Price: The Government will evaluate price for reasonableness**.**

Price shall not be evaluated on quotations that are determined technically unacceptable under the Technical Capability evaluation factor.

The Government intends to award a single firm fixed price purchase order (PO) from this solicitation utilizing simplified acquisitions procedures in accordance with FAR part 12 of the Revolutionary FAR Overhaul. The Government reserves the right not to award a PO and to make an award without discussions based solely upon initial quotes.

(b) *Options (if applicable)*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award*. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without

further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

Price Quotation:

The offeror shall submit one (1) copy of their entire quotation, electronically, via E-mail to the Contract Specialist identified above. The price quotation shall address, at minimum, the following information.

a) The solicitation number
b) The name, phone number, and email address of the quoter's/contractor's point of contact;
c) Unique Entity Identifier # for quoter's/contractor's active SAM.Gov registration.
d) A firm fixed price for each required line item, including a unit price and total amount where applicable, and the aggregate quoted firm fixed price for the requirement. Where the Government has identified a line item as requiring a Not to Exceed price, quoters shall comply with this.
e) If applicable, Shipping and Delivery costs must be included in the quotation either as a separate line item or contained in the total price of the quote. The quotation shall include a total firm fixed price for the requirement that includes all shipping/delivery costs
f) Any applicable discount terms.

Terms and Conditions:

The offeror shall review the provision and clauses attachment and complete any required information as record via a separate volume response to this solicitation.

Note: System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

Acceptance of Terms and Conditions:
If the contractor objects to any of the terms and conditions contained in this solicitation, the contractor shall state "The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following:" [Contractor shall list exception(s) and rationale for the exception(s)]. It is the sole responsibility of the contractor to identify in their quotation any exceptions to the terms and conditions of the solicitation. *If the contractor does not include such a statement, the submission of a quotation in response to this solicitation will be regarded as the Contractor's acceptance of the Government's terms and conditions for inclusion into the resultant purchase order (PO).*

Note: This procurement is not being conducted under the GSA Federal Supply Schedule (FSS) program or another Government-Wide Area Contract (GWAC). If a quoter submits a quotation based upon an FSS or GWAC contract, the Government will accept the proposed price. However, the terms and conditions stated herein will be included in any resultant purchase order, not the terms and conditions of the Quoter's FSS or GWAC contract, and the statement required above shall be included in the quotation.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
(Reference 52.203-17)

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS--REPRESENTATION (JAN 2017)
(Reference 52.203-18)

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
(Reference 52.203-19)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
(Reference 52.204-19)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (NOV 2015)
(Reference 52.209-2)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)
(Reference 52.209-11)

52.222-3 CONVICT LABOR (JUN 2003)
(Reference 52.222-3)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021)
(Reference 52.222-18)

52.226-7 DRUG-FREE WORKPLACE (MAY 2024)
(Reference 52.226-7)

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
(Reference 52.226-8)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
(Reference 52.232-33)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
(Reference 52.232-39)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
(Reference 52.232-40)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(Reference 52.233-4)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
(Reference 52.237-2)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
(Reference 52.252-1)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
(Reference 52.252-2)

52.225-1 BUY AMERICAN--SUPPLIES (OCT 2022)
(a) Definitions. As used in this clause -
Commercially available off-the-shelf (COTS) item -
(1) Means any item of supply (including construction material) that is -
(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C.40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Cost of components means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Domestic end product means -

(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured end product mined or produced in the United States;

(ii) An end product manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(B) The end product is a COTS item; or

(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

End product means those articles, materials, and supplies to be acquired under the contract for public use.

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign end product means an end product other than a domestic end product.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item (see 12.505(a)(1)), except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

(End Of Clause)

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	Exceeds 55% domestic content (yes/no)

[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)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government` obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

1352.201-70 CONTRACTING OFFICER?s AUTHORITY (APR 2010)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of clause)

1352.209-73 COMPLIANCE WITH THE LAWS (APR 2010)

The contractor shall comply with all applicable laws, rules and regulations which deal with or relate to performance in accord with the terms of the contract.

(End of clause)

1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

(a) Purpose. The purpose of this clause is to ensure that the contractor and its subcontractors:
(1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract, and
(2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.
(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
(c) Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. The contractor warrants that, to the best of the contractor?s knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. The contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the contractor?s impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.
(d) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend or debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
(e) Subcontracts. The contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms "contract," "contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government?s rights.
(f) Prime Contractor Responsibilities. The contractor shall obtain from its subcontractors or consultants the disclosure required in FAR Part 9.507-1, and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the Contracting Officer. If the subcontractor?s organizational conflict cannot be avoided, neutralized, or mitigated, the contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the contractor becomes aware of a subcontractor?s potential or actual organizational conflict of interest after contract award, the contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the contractor?s own risk.
(g) Waiver. The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

(End of clause)

1352.233-70 AGENCY PROTESTS (APR 2010)

(a) An agency protest may be filed with either: (1) the contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999)
(b) Agency protests filed with the Contracting Officer shall be sent to the following address:
NIST/ACQUISITION MANAGEMENT DIVISION
ATTN: ROBERT COWINS, CONTRACTING OFFICER

100 Bureau Drive, MS 1640
Gaithersburg, MD 20899

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

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

(End of clause)

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

(a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.
(b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.
(c) Service upon the Contract Law Division shall be made as follows:

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

(End of clause)

1352.246-70 PLACE OF ACCEPTANCE (APR 2010)

(a) The Contracting Officer or the duly authorized representative will accept supplies and services to be provided under this contract.
(b) The place of acceptance will be:
National Institute of Standards and Technology
100 Bureau Drive,
Gaithersburg, MD 20899

(End of clause)

NIST LOCAL-53 CONTRACT PERFORMANCE DURING CHANGES IN NIST OPERATING STATUS
All contractors performing work on active contracts at the U.S. Department of Commerce(DOC), National Institute of Standards and Technology (NIST) campuses and/or working in NIST workspaces should go

to the www.nist.gov website and under the "About NIST" tab click on "Visit". This site includes information about campus access and security information; identification requirements; parking information and more.

Contractor personnel are required to check the appropriate campus operating status and personnel requirements at https://www.nist.gov/campus-status daily prior to arriving on site. All personnel must adhere to the requirements set forth in the operating status.

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

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

Boulder Campus Operating Status Line:
(303) 497-4000
(303) 497-3000 option 2

In the event of a lapse in appropriation, access to Government facilities and resources, including equipment and systems will be limited to excepted personnel for both Federal employees and contractor personnel. If performance of the contract is onsite and/or requires Government interaction, unless the contractor has been, or is notified that it is required to work under an excepted status, the contractor must stop work. The work stoppage shall remain in effect until the lapse is resolved and notification is provided via the NIST website at www.nist.gov (banner on front page) and/or the NIST operating status line(s). Additionally, contractors are encouraged to monitor public broadcasts or the Office of Personnel Management's website at www.opm.gov for the Federal Government operating status.

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

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

Please note that in all circumstances that impact operations on the NIST campuses, contractors are expected to follow all direction and guidance provided by NIST authorities.

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.

NIST LOCAL-56 INVOICING PROCESSING PLATFORM-ALTERNATE I (DEC 2022)
Upon written notice from the contracting officer the following supersedes all other instructions for the submission of payment requests. Accordingly, following written notice payment requests must be

submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable payment request or invoicing instructions, Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

The Contractor must use the IPP website to register, access, and use IPP for submitting payment requests. If not already enrolled, the Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email within three to five business days of the addition of the contract award to IPP. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email: IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting payment requests, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation. Contact the contracting officer for more information on submitting a waiver request.