

SECTION 1

I. INTRODUCTION

THIS IS A COMBINED SYNOPSIS/ SOLICITATION FOR COMMERCIAL ITEMS PREPARED IN ACCORDANCE WITH THE FORMAT IN FAR SUBPART 12.6, STREAMLINED PROCEDURES FOR EVALUATION AND SOLICITATION FOR COMMERCIAL ITEMS, AS SUPPLEMENTED WITH ADDITIONAL INFORMATION INCLUDED IN THIS NOTICE. THIS ANNOUNCEMENT CONSTITUTES THE ONLY SOLICITATION; QUOTATIONS ARE BEING REQUESTED, AND A SEPARATE WRITTEN SOLICITATION DOCUMENT WILL NOT BE ISSUED. THE SOLICITATION IS BEING ISSUED USING SIMPLIFIED ACQUISITION PROCEDURES.

The Request for Quotations (RFQ) number is 1333ND24QNB130212. This synopsis/solicitation constitutes a RFQ and incorporates provisions and clauses in effect through Federal Acquisition Circular (FAC) 2024-03 February 23, 2024.

This acquisition is being competed as 100% small business set-aside. The associated North American Industrial Classification System (NAICS) code for this procurement is 519290, which has a size standard of 1000 employees. It is being issued using the simplified acquisition procedures under the authority of FAR Subpart 13.5—Simplified Procedures for Certain Commercial Items.

***This is an Open-Market Combined Synopsis/Solicitation for web portal subscription services to semiconductor supply chain database as defined in the statement of work (SOW). The Government intends to award a Purchase Order as a result of this Combined Synopsis/Solicitation that will include the terms and conditions that are set forth herein. In order to facilitate the award process, ALL quotations shall include a statement regarding the terms and conditions herein as follows:

The Offeror shall state “The terms and conditions in the solicitation are acceptable to be included in the award document without modification, deletion, or addition.”

OR

The Offeror shall state “The terms and conditions in the solicitation are acceptable to be included in the award document with the exception, deletion, or addition of the following:

Offeror shall list exception(s) and rationale for the exception(s).

Offerors that fail to furnish required representations or information or reject the terms and conditions of the solicitation may be excluded from consideration.

***Please note that this procurement is not being conducted under the GSA Federal Supply Schedule (FSS) program or another Government-Wide Area Contract (GWAC). If an Offeror submits a quotation based upon an FSS or GWAC contract, the Government will accept the quoted price. However, the terms and conditions stated herein will be included in any resultant Purchase Order, not the terms and conditions of the Offeror’s FSS or GWAC contract, and the statement required above shall be included in the quotation.

The Government contemplates award of a Fixed Price Purchase Order resulting from this RFQ.

II. COMMERCE ACQUISITION REGULATION (CAR) 1352.215-72 INQUIRIES (APR 2010)

Offerors must submit all questions concerning this solicitation in writing, via email, to Robert Singman, contracting Officer at. robert.singman@nist.gov **Questions should be received no later than Friday, May 10, 2024, by 11:00am ET.** All responses to the questions will be made in writing, without identification of the questioner, and will be included in an amendment to the solicitation. Even if provided in other form, the question responses included in the amendment to the solicitation will govern performance of the contract.

BACKGROUND/GENERAL REQUIREMENTS

In 2022, President Joe Biden signed into law the CHIPS and Science Act of 2022, which provides the Department of Commerce (DOC) with \$50 billion for programs to support semiconductor research, development, and manufacturing—while also investing in American workers. These programs seek to restore U.S. leadership in semiconductor manufacturing by providing incentives and encouraging investment to expand the domestic manufacturing capacity necessary to produce the most advanced semiconductors needed for applications in artificial intelligence and high-performance computing, as well as less advanced semiconductors that remain critical components of everything from automobiles to microwave ovens. In addition to major manufacturing investments, these programs will also create a dynamic new center for innovation and research, laying the groundwork for the creation of the next generation industries.

CHIPS Program Office (CPO) requires detailed industry information and analysis on semiconductor companies, industry investors, supply chains, and associated trends across the industry as a whole.

CPO requires five (5) licenses to access a web portal that shall provide industry data, expertise, and analysis on a range of semiconductor companies that illuminate areas of risk. The service shall include information on the industry's market participants, key management and personnel, investors, supply chains, business partnerships, and US government contracts. The web portal shall allow data searches. CPO should be able to independently conduct all searches and, the data results should be immediately accessible, and all data searches conducted are considered confidential and should be treated as such. All interested offerors shall provide a firm-fixed-price quotation for web portal subscription to semiconductor industry supply chain as defined in the statement of work attached.

| Period of Performance | Description | PRICE | APPLICABLE DISCOUNTS | TOTAL PRICE |
|--------------------------|--|-------|----------------------|-------------|
| Base Period – 1 year | 5 Subscription licenses to web portal in accordance with the statement of work | | | |
| Option Period 1 – 1 year | 5 Subscription licenses to web portal in accordance with the statement of work | | | |
| | | | | |

LIST OF ATTACHMENTS

Statement of Work

**III. FAR 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS
(Reference FAR 12.301(b)(1))**

Due Date for Quotations

Offerors shall submit their quotations so that NIST receives them not later than 11:00am Eastern Time on May 21, 2024. FAX quotations shall not be accepted. E-mail quotations shall be submitted directly to robert.singman@nist.gov. Offerors' quotations shall not be deemed received by the Government until the quotation is entered the e-mail address inbox set forth above. Late quotes will not be accepted.

Please reference the RFQ number in the subject line of email communications.

The offeror shall hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers.

System for Award Management (SAM)

In accordance with FAR 52.204-7(b) 1, An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. Refusal to register shall forfeit award.

Required Information

The government will not consider any quotation without the information required by this solicitation.

Addendum to FAR 52.212-1, Quotation Preparation Instructions:

Price – A firm- fixed-price for each CLIN.

Offeror's Unique Entity Identifier (UEI) and TIN, and POC information: name, telephone no., e-mail address;

Quotations shall conform to the instructions identified herein, and the evaluation factor submittal requirements. Significant deviation may result in the possible exclusion of such quotation from further consideration or may be reflected in the overall evaluation of the quotation.

Failure to comply with the terms and conditions of this RFQ may result in the Quoter's quotation being removed from consideration for award. The quotation must include page numbers and be clearly and concisely written. Submission of quotations in response to this RFQ assumes the Quoter agrees to all terms and conditions unless specifically excepted in quoter's quotation.

To aid in evaluation, the quotation shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and be assembled according to the provisions in this section. All pages of each part shall be appropriately numbered and identified with the name of the Quoter, the date, and the solicitation number (1333ND24QNB130212).

The quotation shall be typed, with one-inch margins, using a fixed font (Times New Roman preferred), a minimum 12-point type (or equivalent), unreduced in size, on 8-1/2" by 11" paper, not exceeding 10 pages, single sided, for the technical proposal. Representations and certifications, past performance references, and other administrative documentation such as a one-page cover page and table of contents or list of tables/figures are not included in the page count/limit. Actual tables/graphics/figures are included in the page limit. Any pages in excess of 10 will be disregarded and will not be included in the quotation evaluation. There is no page limit for the past performance/references and business/price quotation volumes.

Overall Arrangement of Documents

Technical Quotation addressing all technical factors (Volume I) - No pricing information shall be included in the technical quotation.

Business/Pricing Quotation (Volume II)

VOLUME I: TECHNICAL

NIST will evaluate quotations, based on the information submitted in support of the following factors:

FACTOR 1: WEB PORTAL DEMONSTRATION:

Each Offeror shall prepare a web presentation – demonstration of the offeror's web portal and access to the database. The demonstration shall be live and no more than one hour (60 minutes), broken up as 30 minutes for the demonstration and 30 minutes for questions and answers. The demonstration shall cover the technical requirements that are called out in the Statement of Work. During the demonstration the Government will provide the offeror with two companies to be searched live and the data retrieved shown. The Government will request the data be downloaded and email to robert.singman@nist.gov.

The Government will provide the Offeror with a time slot for their presentation within two weeks of the solicitation closing. The Offeror will be responsible to provide the Government with their webinar link two days after being notified of their time slot.

Failure to provide a live demonstration shall be considered an unresponsive quotation and the offeror cannot be awarded the contract.

FACTOR 2 - TECHNICAL CAPABILITY

This Offeror shall describe their understanding of the requirements including the soundness of the Offeror's proposed web portal and database to accomplish the following:

- Address all requirements in the Statement of Work for the contract.
- Provide a web portal access and search tool on the semiconductor industry.
- The proposed quality control plan for the database
 - How many companies are in the database?
 - How often the data elements are updated and notification of when the data elements are updated to users?
 - How many data elements are in the database?
 - How does the offeror clean and verify the data?

Factor 3 – DATA OUTPUT:

Offerors shall provide the data generated during the live demonstration to the Government. The offeror's data will be evaluated for compliance with the statement of work - Table data output.

VOLUME II: BUSINESS/PRICE QUOTATION

Factor 4 - Price

The offeror will provide a firm fixed price for 5 subscription licenses to a web portal for semiconductor supply chain as defined in the statement of work. The quotation shall include a price for a one-year base period and a price for a one-year option period.

The Offeror is encouraged to discount its rates, if price discounts are offered, identify the percentage of price discount and/or price reduction offered.

IV. BASIS OF AWARD

The Government intends to award a Firm Fixed Price (FFP) purchase order resulting from this solicitation that will include the terms and conditions that are set forth herein to the responsible offeror whose quotation is conforming to the solicitation, results in the best value to the Government, non-price and price factors considered. NIST reserves the right to make award to other than the lowest-priced offeror or to the offeror ranked highest technically, if it determines that to do so would result in the best value to the Government.

The Government intends to make a single award and reserves the right to make no award as a result of this solicitation.

Non-price factors are listed in descending order of importance. The non-price factors, when combined, are significantly more important than price.

An offeror's failure to quote a price for base period and option period may be considered indicative of the offerors lack of understanding of the Government's requirements and may result in the offer being determined unacceptable.

Evaluation Criteria

FACTOR 1 – WEB PORTAL DEMONSTRATION

The Government will evaluate the offeror's demonstration of their web portal access and search features. The Government will evaluate the extent to which the offeror successfully accomplishes the following:

1. Demonstrate access to the web portal.
2. Demonstrate search interface to enable company searches by name and then allow further discrimination or filtering on the results and should provide immediate access to the company profiles and data associated with the search results
3. Demonstrate web portal dashboard interface
4. Demonstrate search feature of the two companies the Government will provide and the data output from those searches.

Failure to provide a demonstration shall result in the offeror being deemed unresponsive and ineligible for award.

FACTOR 2 - TECHNICAL APPROACH

Evaluation of technical approach shall be based on the information provided in the quotation. The Government will evaluate the offerors ability to successfully perform all requirements. The technical approach bullets are listed in descending order of importance.

- Address all requirements in the Statement of Work for the contract;
- Provide access to a web portal and search tool on the semiconductor industry;
- Number of companies in the database;
- Number of data elements in the database

FACTOR 3 – DATA OUTPUT

The Government will evaluate the offeror's data output the extent to which the data meets the requirements of the SOW as shown below.

- The data shall be presented in the form of data points which address each information need (ownership, subsidiaries, supply chain tiers, KMP).
- Data including the supply chain mapped to a minimum of Tier 2 shall be able to be downloaded in Excel or CSV format.
- The data shall directly identify or highlight areas of interest which can be easily incorporated. Company profiles shall include flags or other form of notification for any data or categories that the service provider identifies as containing risk information.

FACTOR 4 - PRICE:

The Government will evaluate the Offeror's proposed pricing to determine whether the proposed price is fair and reasonable.

The Government does not intend to enter into discussions and may award a purchase order on the basis of initial offers received, without discussions. Therefore, each initial quotation shall contain the offeror's best terms. Nonetheless, the Government reserves the right to conduct discussions if it is in the best interest of the Government.

SECTION II

CLAUSES, PROVISIONS & ATTACHMENTS:

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

PROVISIONS

FAR 52.204-7, System for Award Management (OCT 2016)

FAR 52.204-16, Commercial and Government Entity Code Reporting (Aug 2020)

FAR 52.204-17, Ownership or Control of Offeror (Aug 2020)

FAR 52.204-24, Representation Regarding Certain Telecommunications And Video Surveillance Services Or Equipment (Nov 2021)

FAR 52.204-26, Covered Telecommunications Equipment or Services-Representation (Oct 2020)

FAR 52.204-20 Predecessor Of Offeror (Aug 2020)

FAR 52.209-11 Representation by Corporations Regarding an Unpaid Delinquent TaxLiability or a Felony Conviction Under Any Federal Law (Class Deviation) (Feb 2016)

FAR 52.212-3 Offeror Representations and Certifications -- Commercial Products and Commercial Services (May 2020)

CLAUSES

FAR 52.204-13, System for Award Management Maintenance (OCT 2016)

FAR 52.204-18, Commercial and Government Entity Code Maintenance (JUL 2016)

FAR 52.204-19, Incorporation by Reference of Representations and Certifications;

FAR 52.204-25, Prohibition On Contracting For Certain Telecommunications And Video Surveillance Services Or Equipment (Nov 2021)

FAR 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

FAR 52.212-4, Contract Terms and Conditions—Commercial Items (Nov 2021)

FAR 52.224-1, Privacy Act Notification (APR 1984)

FAR 52.224-2, Privacy Act (APR 1984)

FAR 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013)

FAR 52.232-40 Providing Accelerated Payment to Small Business Subcontractors (DEC 2013)

FAR 52.233-3, Protest After Award (AUG 1996)

FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

FAR 52.239-1, Privacy or Security Safeguards (AUG 1996)

FAR 52.217-8, Option to Extend Services (Nov 1999)

FAR 52.217-9, Option to Extend the Term of the Contract (Mar 2000)

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—
COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

__XX__ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

XX__ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#))).

XX__ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX__ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

__ (5) [Reserved].

XX (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ([31 U.S.C. 6101 note](#)).

X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

__ (10) [Reserved].

__ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ([15 U.S.C. 657a](#)).

__ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

__ (13) [Reserved]

X (14)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-6](#).

__ (15)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).

__ (ii) Alternate I (MAR 2020) of [52.219-7](#).

(16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

__ (17)

(i) [52.219-9](#), Small Business Subcontracting Plan (NOV 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).

__ (ii) Alternate I (NOV 2016) of [52.219-9](#).

__ (iii) Alternate II (NOV 2016) of [52.219-9](#).

__ (iv) Alternate III (JUN 2020) of [52.219-9](#).

- ___ (v) Alternate IV (SEP 2021) of [52.219-9](#).
- ___ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- XX ___ (19) [52.219-14](#), Limitations on Subcontracting (SEP 2021) ([15 U.S.C. 637s](#)).
- ___ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) ([15 U.S.C. 657f](#)).
- XX ___ (22) (i) [52.219-28](#), Post Award Small Business Program Representation (SEP 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- X (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- ___ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O.13126).
- X (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- X (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- ___ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

___ (ii) Alternate I (JUL 2014) of [52.222-36](#).

X (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35) (i) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

___ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

X (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (OCT 2015) of [52.223-13](#).

___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun2014) of [52.223-14](#).

___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

___ (43)

(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

__ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

__ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

__ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (JAN 2017) of [52.224-3](#).

__ (48) [52.225-1](#), Buy American-Supplies (NOV 2021) ([41 U.S.C. chapter 83](#)).

__ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) ([41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I (JAN 2021) of [52.225-3](#).

__ (iii) Alternate II (JAN 2021) of [52.225-3](#).

__ (iv) Alternate III (JAN 2021) of [52.225-3](#).

__ (50) [52.225-5](#), Trade Agreements (OCT 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

__ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302Note](#)).

__ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

__ (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

__ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

__ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X ___ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (APR 2003) of [52.247-64](#).

___ (iii) Alternate II (NOV 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

___ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

___ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (OCT 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013)

FAR 52.232-40, Providing Accelerated Payment to Small Business Subcontractors (DEC 2013)

FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

FAR 52.247-35 F.O.B. Destination, Within Consignee's Premises (APR 1984)

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.acquisition.gov

(End of clause)

CAR PROVISIONS & CLAUSES FULL TEXT CAN BE ACCESSED AT: www.acquisition.gov

CAR 1352.201-70, Contracting Officer's Authority (APR 2010)

CAR 1352.209-73, Compliance with the Laws (APR 2010)

CAR 1352.209-74, Organizational Conflict of Interest (APR 2010)

CAR 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:
100 Bureau Drive, Gaithersburg, MD. 20899-0001.

(End of clause)

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 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 SINGMAN, CONTRACTING OFFICER
100 Bureau Drive, MS 1640
Gaithersburg, MD 20899

(c) Agency protests filed with the 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 protest, 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)

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

(End of clause)

1352.239-71 Electronic and information technology Electronic and Information Technology (APR 2010)

(a) To be considered eligible for award, offerors must propose electronic and information technology (EIT) that meet the applicable Access Board accessibility standards at 36 CFR 1194 designated below:

- _____ 1194.21 Software applications and operating systems
- __xx__ 1194.22 Web-based intranet and internet information and applications
- _____ 1194.23 Telecommunications products
- _____ 1194.24 Video and multimedia products
- _____ 1194.25 Self-contained, closed products
- _____ 1194.26 Desktop and portable computers
- _____ 1194.31 Functional performance criteria
- _____ 1194.41 Information, documentation and support

(b) The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

(c) Alternatively, offerors may propose products and services that provide equivalent facilitation. Such offers will be considered to have met the provisions of the Access Board standards for the feature or components providing equivalent facilitation. If none of the offers that meet all applicable provisions of the standards could be accepted without imposing an undue burden on the agency or component, or if none of the offerors propose products or services that fully meet all of the applicable Access Board's provisions, those offerors whose products or services meet some of the applicable provisions will be considered eligible for award. Awards will not be made to an offeror meeting all or some of the applicable Access Board provisions if award would impose an undue burden upon the agency.

(d) Offerors must submit representation information concerning their products by completing the VPAT template at <http://www.Section508.gov>.

(End of clause)

NIST LOCAL-41, Software Licenses Addendum

a) This Addendum incorporates certain terms and conditions relating to federal procurement actions. The terms and conditions of this Addendum take precedence over the terms and conditions contained in any license agreement or other contract documents entered into between the parties. Governing Law: Federal procurement law and regulations, including the Contract Disputes Act, 41 U.S.C. Section 601 et.seq., and the Federal Acquisition Regulation (FAR), govern the agreement between the parties. Litigation arising out of this contract may be filed only in those having jurisdiction over federal procurement matters. Attorney's Fees: Attorney's fees are payable by the federal government in any action arising under this contract only pursuant to the Equal Access in Justice Act, 5 U.S.C. Section 504. No Indemnification: The federal government will not be liable for any claim for indemnification; such payments may violate the Anti-Deficiency Act, 31 U.S.C. Section 1341(a). Assignment: Payments may only be assigned in accordance with the Assignment of Claims Act, 31 U.S.C. Section 3727, and FAR Subpart 32.8, "Assignment of Claims." Invoices: Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. Section 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Patent and Copyright Infringement: Patent or copyright infringement suits brought against the United States as a party may only be defended by the U.S. Department of Justice (28 U.S.C. Section 516). Renewal of Support after Expiration of this Award: Service will not automatically renew after expiration of the initial term of this agreement. Renewal may only occur in accord with (1) the mutual agreement of the parties; or (2) an option renewal clause allowing the government to unilaterally exercise one or more options to extend the term of the agreement.

(End of clause)

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.

(End of Clause)

NIST LOCAL-54 ELECTRONIC BILLING INSTRUCTIONS

NIST requires that Invoice/Voucher submissions are sent electronically via email to INVOICE@NIST.GOV.

Each Invoice or Voucher submitted shall include the following:

- (1) Contract number;
- (2) Contractor name and address;
- (3) Unique entity identifier (see www.sam.gov for the designated entity for establishing unique entity identifiers);
- (4) Date of invoice;
- (5) Invoice number;
- (6) Amount of invoice and cumulative amount invoiced to-date;
- (7) Contract Line Item Number (CLIN);
- (8) Description, quantity, unit of measure, unit price, and extended price of supplies/services

delivered;

(9) Prompt payment discount terms, if offered; and

(10) Any other information or documentation required by the contract.

(END OF CLAUSE)

NIST LOCAL CLAUSE-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: invoice and supporting documents.

The Contractor must use the IPP website to register, access, and use IPP for submitting payment requests.

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

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

(END OF CLAUSE)