

**SAM.GOV CONTRACT OPPORTUNITIES ANNOUNCEMENT: COMBINED
SYNOPSIS/SOLICITATION**

ACTION CODE: <COMBINED>

**CLASSIFICATION CODE: J(066) – MAINTENANCE, REPAIR, AND REBUILDING OF
EQUIPMENT – INSTRUMENTS AND LABORATORY EQUIPMENT**

SUBJECT: COVARIS FOCUSED-ULTRASONICATOR SERVICE PLAN

SOLICITATION NO.: 1333ND23QNB640210

RESPONSE DATE: 11 Apr 2023

CONTACT POINT: Randy Schroyer, Contracting Officer; 301/975-6314 (T)

THIS IS A COMBINED SYNOPSIS/SOLICITATION FOR COMMERCIAL ITEMS PREPARED IN ACCORDANCE WITH THE FORMAT IN FEDERAL ACQUISITION REGULATION (FAR) SUBPART 12.6-STREAMLINED PROCEDURES FOR EVALUATION AND SOLICITATION FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES-AS SUPPLEMENTED WITH ADDITIONAL INFORMATION INCLUDED IN THIS NOTICE. FAR PART 13 SIMPLIFIED ACQUISITION PROCEDURES ARE UTILIZED IN THIS PROCUREMENT. THIS ANNOUNCEMENT CONSTITUTES THE ONLY SOLICITATION; QUOTATIONS ARE BEING REQUESTED, AND A WRITTEN SOLICITATION DOCUMENT WILL NOT BE ISSUED.

This solicitation is a Request for Quotation (RFQ). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2023-02 published 14 Feb 2023.

The associated North American Industrial Classification System (NAICS) code for this procurement is 811210 (Electronic and Precision Equipment Repair and Maintenance) with a small business size standard of \$34.0M.

This acquisition is unrestricted and all interested Offerors may submit a firm fixed-price quotation in accordance with the Statement of Work (SoW), included as an attachment to this combined synopsis/solicitation.

The Material Measurement Laboratory (MML) Biosystems and Biomaterials Division (BBD) at the National Institute of Standards and Technology (NIST) in Gaithersburg, MD develops and provides methods, reference materials, and reference data for characterizing biological systems. In 2021, BBD purchased a Covaris ML230 Focused-ultrasonicator for use in several steps in the material characterization pipeline: disaggregation of cell clumps to improve cell counting, lysis of cells, and fragmentation of DNA.

To meet mission requirements and ensure system operational functionality, an agreement for maintenance and repair of the Covaris ML230 Focused-ultrasonicator is required.

Regular maintenance will ensure that experiments carried out by the instrument are reliable, reproducible and of high quality to meet the needs of BBD's stakeholders.

A Covaris Silver Level Service Plan or equivalent is required to satisfy Government needs.

To maintain instrument OEM operating specifications, only OEM authorized resources with the ability to furnish performance verified componentry, spare parts, software, technical support, PMs and unlimited emergency service callouts, and capable of dispatching certified and factory-trained field service engineers that are authorized to service the instrument will be considered

Responsible quoters shall provide a quotation which includes all of the following line items:

BASE PERIOD (25 APR 2023 THROUGH 24 APR 2024)

LINE ITEM 0001

QTY: 4 QUARTERS*

Covaris ML230 Focused-ultrasonicator Silver Level Service Plan – parts/labor/travel + 1PM and unlimited emergency service calls, 2-day response time or EQUIVALENT

OPTIONAL SERVICE PLAN SERVICE TERMS

(LINs 0002-0005 ARE OPTIONAL YEARS FOR THE PURPOSE OF CONTINUING INSTRUMENT MAINTENANCE – EXERCISE OF ONE OR ALL OPTIONAL YEARS IS SOLELY AT THE DISCRETION OF THE GOVERNMENT)

OPTION YEAR 1 (25 APR 2024 THROUGH 24 APR 2025)

LINE ITEM 0002

QTY: 4 QUARTERS*

Covaris ML230 Focused-ultrasonicator Silver Level Service Plan – parts/labor/travel + 1PM and unlimited emergency service calls, 2-day response time or EQUIVALENT

OPTION YEAR 2 (25 APR 2025 THROUGH 24 APR 2026)

LINE ITEM 0003

QTY: 4 QUARTERS*

Covaris ML230 Focused-ultrasonicator Silver Level Service Plan – parts/labor/travel + 1PM and unlimited emergency service calls, 2-day response time or EQUIVALENT

OPTION YEAR 3 (25 APR 2026 THROUGH 24 APR 2027)

LINE ITEM 0004

QTY: 4 QUARTERS*

Covaris ML230 Focused-ultrasonicator Silver Level Service Plan – parts/labor/travel + 1PM and unlimited emergency service calls, 2-day response time or EQUIVALENT

OPTION YEAR 4 (25 APR 2027 THROUGH 24 APR 2028)

LINE ITEM 0005

QTY: 4 QUARTERS*

Covaris ML230 Focused-ultrasonicator Silver Level Service Plan – parts/labor/travel + 1PM and unlimited emergency service calls, 2-day response time or EQUIVALENT

Reference the Statement of Work (SoW) to view the salient characteristics of the Covaris Silver Level Service Plan.

***TO BE INVOICED QUARTERLY IN ARREARS – NO ADVANCE PAYMENT AUTHORIZED
THE OFFERORS SERVICE PLAN ANNUAL RATE MUST DIVIDE EVENLY BY 4!**

This is an Open-Market Combined Synopsis/Solicitation for a commercial system as defined in the SoW. The Government intends to award a firm fixed-price (FFP) 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.

ADDENDUM TO FAR 52.212-1

QUOTATION PREPARATION INSTRUCTIONS

All offerors shall submit the following:

Each quotation shall consist of two (2) separate electronic files: (a) Technical Quotation (Vol. I); and (b) Business/Pricing Quotation (Vol. II). Incomplete quotations may be considered non-compliant and removed from further consideration.

Quotations shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the offeror, the date, and the solicitation number. A one-page transmittal letter signed by an individual authorized to commit the organization shall be transmitted with the quotation to the Government. Each quotation shall be on 8.5" x 11" paper, in a commercially standard font, not smaller than 12-point. Each page in the quotation shall be separately numbered. The quotation shall be limited to **ten (10)** single-sided pages (excluding the letter of transmittal, cover letter, and product literature).

Overall Arrangement of Documents

VOLUME I: TECHNICAL

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

Technical Capability

The offeror shall submit a sufficient technical description for the service plan it is proposing specifically for a Covaris ML230 Focused-ultrasonicator, which clearly discusses each service requirement listed in the SoW including the approach for targeting an on-site response time within 2 business days. The Offeror may, if available, include in Vol. I its service plan brochure. If various instrument level plans are portrayed in the service plan brochure, the Offeror shall clearly identify the service level being proposed.

The Contractor shall not simply state they will meet the requirement; evidence must be provided. If an offeror does not indicate how its proposed service plan meets a certain service requirement, NIST will determine that it does not. If applicable, evidence that the offeror is authorized by the OEM to provide preventative maintenance and emergency repair service for the Covaris ML230 Focused-ultrasonicator should be included.

VOLUME II: BUSINESS/PRICING

The Offeror shall submit one itemized business/pricing quotation structured based on the line item nos. shown in the solicitation. **The Offeror may use its standard quote form.** The price quotation shall be separate from any other portion of the quotation. The Offeror shall propose a firm fixed quarterly price for each Line Item 0001-0005.

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

The Volume II Business Pricing Quotation shall also include:

a) the offeror's Unique Entity Identifier (UEI)

To be eligible for award, the offeror must have an active registration in the System for Award Management (www.sam.gov)

b) Completed FAR Provisions: 52.204-17, 52.204-20, 52.204-26, 52.209-2, 52.209-11, 52.222-22, 52.222-25 and 52.223-22 (included elsewhere in this solicitation)

c) Page(s) from Contractor's established Commercial Pricelist associated with the Focused-ultrasonicator service plan being quoted; or in the absence of a commercial pricelist, documentation showing the pricing at which the service plan is sold to the offeror's most favored customer

The Government anticipates that the resultant purchase order will be awarded based upon adequate price competition. However, in order to determine that prices are fair and reasonable, the Government reserves the right to request the organization provide further cost breakdown to support quoted prices.

ADDENDUM TO FAR 52.212-2

EVALUATION AND BASIS FOR AWARD

The Government will award a 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 deemed technically acceptable and is the lowest price.

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

The Government intends to evaluate quotations and award a purchase order without discussions with offerors. Therefore, the offeror's initial quotation should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any and or all quotations if such action is in the public interest; accept other than the lowest price quotation; and waive informalities and minor irregularities in quotations received.

The Government reserves the right to request revised quotations from, or negotiate final contract terms with, one or more, but not all, quoters if later determined by the Contracting Officer to be necessary.

The Government will evaluate quotations based on the following criteria: a) technical capability; and b) price

Technical Capability

Evaluation of technical capability will be based on the information provided in the technical quotation. NIST will evaluate whether the offeror has demonstrated that its proposed service plan meets all requirements defined in the SoW. Quotations that do not demonstrate the proposed plan meets all requirements will not be considered further for award.

Price

The Government will evaluate the Offeror's proposed pricing for reasonableness.

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

*****APPLICABLE PROVISIONS AND CLAUSES*****

The full text of a FAR provision or clause may be accessed electronically at <http://acquisition.gov/far/index.html>

The following FAR provisions apply to this acquisition:

52.204-7 System for Award Management (OCT 2018);
52.204-16 Commercial and Government Entity Code Reporting (AUG 2020);
52.204-17 Ownership or Control of Quoter (AUG 2020);

OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

(a) Definitions. As used in this provision–

Commercial and Government Entity (CAGE) 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; or

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

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.

(b) The Offeror represents that **it ☐ has or ☐ does not have** an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?: ☐ Yes or ☐ No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____

(Do not use a "doing business as" name)

(End of provision)

52.204-20 Predecessor of Offeror (AUG 2020)

PREDECESSOR OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) 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; or

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

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the

successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that **it ☐ is or ☐ is not** a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(End of provision)

52.204-22 Alternative Line Item Proposal (JAN 2017);

52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020);

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c)

(1) *Representation.* The Offeror represents that **it ☐ does, ☐ does not** provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that **it ☐ does, ☐ does not** use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations – Representation (NOV 2015);

PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION

(a) *Definitions.* “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) *Representation.* The Offeror represents that-

(1) It ☐ is, ☐ is not an inverted domestic corporation; and

(2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction Under any Federal Law (FEB 2016)

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

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

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

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

(b) The Quoter represents that—

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

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

(End of provision)

52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (MAR 2023);

52.212-2 Evaluation—Commercial Products and Commercial Services (NOV 2021);

52.212-3 Offeror Representations and Certifications- Commercial Products and Commercial Services (DEC 2022);

In accordance with FAR 52.212-3 Quoter Representations and Certifications – Commercial Items, quoters must complete annual representations and certifications on-line at sam.gov/SAM/ and be actively registered to be eligible for award. If paragraph (j) of the provision applies, a written submission is required.

52.217-5 Evaluation of Options (JUL 1990);

52.222-22 Previous Contracts and Compliance Reports (FEB 1999);

The quoter represents that—

It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

It ☐ has, ☐ has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 Affirmative Action Compliance (APR 1984);

AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that-

(a)It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b)It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals – Representation (DEC 2016);

PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS-REPRESENTATION (DEC 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) *Representation. [Offeror is to check applicable blocks in paragraphs (1) and (2).]*

(1) The Offeror (itself or through its immediate owner or highest-level owner) ☐ **does**, ☐ **does not** publicly disclose greenhouse gas emissions, *i.e.*, make available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) ☐ **does**, ☐ **does not** publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly available website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(End of provision)

52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certifications (JUN 2020);

52.252-1 Solicitation Provisions Incorporated by Reference

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

The following FAR clauses apply to this acquisition:

52.204-13 System for Award Management Maintenance (OCT 2018);
52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020);
52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014);
52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (DEC 2022);

52.217-8 Option to Extend Services.

OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within any date prior to contract expiration

(End of clause)

52.217-9 Option to Extend the Term of the Contract.

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 5 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 yrs.

(End of clause)

52.232-8 Discounts for Prompt Payment (FEB 2002);
52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013);

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS [(DEVIATION APR 2020)]

(a)[(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract [in accordance with the accelerated payment date established], to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, [with a goal of 15 days] after receipt of a

proper invoice and all other required documentation from the small business subcontractor [if a specific payment date is not established by contract.

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

- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
 - (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.
- (End of clause)

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

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders (MAY 2022) —

Commercial Items including subparagraphs:

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020);

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021);

52.219-28 Post Award Small Business Program Rerepresentation (MAR 2023);

52.222-3 Convict Labor (JUN 2003);

52.222-19 Child Labor – Cooperation with Authorities and Remedies (DEC 2022);

52.222-21 Prohibition of Segregated Facilities (APR 2015);

52.222-26 Equal Opportunity (SEP 2016);

52.222-36 Affirmative Action for Workers with Disabilities (JUN 2020);

52.222-50 Combatting Trafficking in Persons (NOV 2021);

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020);

52.225-13 Restriction on Certain Foreign Purchases (FEB 2021);

52.232-33 Payment by Electronic Funds Transfer-System for Award Management (OCT 2018);

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)

The following Department of Commerce (CAR) provisions and clauses apply to this acquisition. The CAR can be accessed online at

<http://www.ecfr.gov/cgi-bin/text-idx?SID=6b3121d28d772a0296241b81d731dbf1&mc=true&node=pt48.5.1352&rgn=div5>

PROVISIONS:

1352.215-72 Inquiries (Apr 2010)

Quoters must submit all questions concerning this solicitation in writing to randy.schroyer@nist.gov within **four (4) calendar days** of the posting. 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, only the question responses included in the amendment to the solicitation will govern performance of the contract.

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 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 Div.
Attn: Randy Schroyer, Contracting Officer
100 Bureau Dr., M/S 1640
Gaithersburg, MD 20899
- (c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: NIST/Acquisition Management Div.
Attn: Head of the Contracting Office (HCO)
100 Bureau Dr., M/S 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, NW
Washington, DC 20230
FAX: 202/482-5858

CLAUSES:

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.

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.

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 venture, 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.

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

1352.246-70 Place of Acceptance

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:

NIST, 100 Bureau Dr., Gaithersburg, MD 20899

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) campus 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 <https://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 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) Line Item Number (LIN);
- (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

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: N/A

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.

And other appropriate clauses as needed

Department of Commerce Agency-Level Protest Procedures Level above the Contracting Officer is also incorporated. It can be downloaded at www.nist.gov/admin/od/contract/agency.htm

***Organizations shall e-mail their quotation to randy.schroyer@nist.gov so that it is received by the response date/time for this solicitation. It is the responsibility of the organization to confirm NIST's receipt of its quotation. Each quotation shall include sufficient data to allow the Government to determine the amount, realism and consistency of the quoted fixed price. An e-mail quotation will be considered received when it is received in the electronic in-box of randy.schroyer@nist.gov not later than the date and time identified herein.

This solicitation does not commit the Government to pay any costs for the preparation and submission of a quotation.

The Contracting Officer is the only individual who can legally commit and obligate the Government to the expenditure of public funds in connection with this proposed acquisition.

Any questions regarding this solicitation shall be submitted in writing via e-mail to randy.schroyer@nist.gov no later than 2:00PM EST 3 Apr 2023. The Government will only respond to written questions. Questions submitted after this date and time may not be addressed by the Government prior to the quotation submission deadline.

***The due date and time for receipt of quotations is 11 Apr 2023 no later than 5:00PM EST.

Only information received on or before the due date and time for receipt of quotations will be considered for award. Any quotation, or part thereof received after the due date and time for receipt of quotations, will be deemed late and not considered for award.