REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)	THIS RFQ IS ☒ IS ☐ IS NOT A SMALL BUSINESS SET-ASIDE	PAGE 1	OF PAGES 87

1. REQUEST NO.	2. DATE ISSUED	3 REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	RATING
2031ZA26Q00009	08 June 2026	165418		

5a. ISSUED BY	6. DELIVER BY (Date)
Erica Hemphill	See Page 2

5B. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY	OTHER
NAME	TELEPHONE NUMBER		☒ FOB DESTINATION	☐ (SEE SCHEDULE)
Treasury Common Services Center 14th and C St., S.W., Rm 705-A Washington, DC 20228	AREA CODE	NUMBER	9. DESTINATION	
			a. NAME OF CONSIGNEE Bureau of Engraving and Printing Washington, DC Facility	
8. TO BE COMPLETED BY QUOTER:			b. STREET ADDRESS 14 & C Streets SW	
a. NAME	b. COMPANY			
			c. CITY Washington	
d. CITY	e. STATE	f. ZIP CODE	d. STATE DC	e. ZIP CODE 20228

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date)	
10 July 2026 at 2:00 PM, EST	**IMPORTANT:** This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QTY €	UNIT (d)	UNIT PRICE €	AMOUNT (f)
	This is a request for quote for the supplies listed in the RFQ. This RFQ synopsis/solicitation for commercial items is prepared in accordance with the Federal Acquisition Regulations (FAR) in Subpart 12 & 13. This is fixed price procurement under NAICS Codes: 333248 – All Other Industrial Machinery Manufacturing. All quotes will be accepted no later than – see ***Block 10 above.***				

12. DISCOUNT FOR PROMPT PAYMENT OFFERED	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	PERCENTAGE

NOTE: Additional provisions and representations ☒ are ☐ are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15. DATE OF QUOTATION
a. NAME OF QUOTER:				
b. STREET ADDRESS			16. SIGNER	
			c. NAME (Type or print)	b. TELEPHONE
c. COUNTY				
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)	NUMBER

SECTION A – GENERAL INFORMATION

A. This is a solicitation for commercial items prepared in accordance with the format in FAR Subpart 12 & 13, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested.

B. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 2026-01 / effective date of 13 March 2026.

C. This procurement is a 100% Small Business Set Aside and the associated NAICS code is 333248 – All Other Industrial Machinery Manufacturing.

D. System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

E. System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in Bureau solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

F. The Defense Priorities and Allocations System (DPAS) and assigned rating are not applicable to this procurement.

SECTION B – PRICING SCHEDULE

CLIN	BASE YEAR	QTY	UoM	UNIT PRICE	EXTENDED UNIT PRICE
0001	Additive Manufacturing System with large envelop option	1	EA		
0002	Nozzle tip set for additive manufacturing equipment	10	EA		
0003	Support-material removal concentrate (aqueous)	1	EA		
0004	Build-platform foundation sheets (pack of 20)	10	EA		
0005	Model filament — black, thermoplastic	10	EA		
0006	Support filament — dissolvable polymer	1	EA		
0007	Software Training	1	EA		
0008	Operation Training	2	EA		
0009	Support-removal cleaning station (water-based)	1	EA		
0010	Shipping	1	EA		
0011	Installation	1	EA		
0012	Travel	1	EA		
1001	Option One – Extended Warranty Year One	1	EA		
2001	Option Two – Extended Warranty Year Two	1	EA		
3001	Option Three – Extended Warranty Year Three	1	EA		
4001	Option Four – Extended Warranty Year Four	1	EA		

******Delivery of the system must on or before 180 days after contract award.***

STATEMENT OF WORK

SECTION I: Background

The Bureau of Engraving and Printing (BEP) Office of Production Engineering (OPE) supports the design, development, and sustainment of specialized equipment used in United States (US). currency production. As part of this mission, OPE relies on additive manufacturing capabilities to produce machine components and fixtures that support operational efficiency and continuity across BEP facilities. These components may be prototypes for design validation or final production-ready parts used in an industrial manufacturing environment, requiring high precision, durability, and reliability.

The existing additive manufacturing system located at the Washington DC (DCF) facility has reached the end of its supported life and no longer meets current operational and technical requirements. Limited vendor support, increased maintenance issues, and constrained performance capabilities pose risks to ongoing engineering and production activities. To mitigate these risks and sustain mission-critical operations, BEP OPE requires the procurement of one (1) modern additive manufacturing system to replace the obsolete unit, ensuring enhanced capability, improved efficiency, and alignment with current industry standards.

SECTION II: Purpose

2.1 Product, Service or Outcome Needed.

The contractor shall deliver and install a new industrial-grade additive manufacturing system to support the design and fabrication of both prototype and production components which are integral to the currency manufacturing process.

2.2 Scope of the Product, Service, or Outcome.

- Rapid Prototyping and Production

Outcome Needed:

A. Quickly converting Computer Aided Design (CAD) models to physical parts within hours, minimizing lead times

B. Eliminating traditional processes like engineering drawings, procurement cycles, and market research for machine shops.

C. Avoiding delays associated with answering questions from machine shops or dealing with damaged/lost packages.

D. Creating complex parts that aren't feasible through conventional methods, such as integrated designs that would typically require multiple assembled components.

E. Prototyping and producing small-scale or one-off parts like a metric flange, InfraRed viewer stands, and test fixtures.

F. Manufacturing parts that would be challenging or costly to machine traditionally, quickly and cost-effectively.

SECTION III: Technical Requirements/Tasks/Outcomes

3.1 Specification Requirements

- Additive Manufacturing System with Large Envelope
- The system shall utilize modular, user-replaceable extrusion nozzles or hotend assemblies available in multiple orifice diameters (e.g., ranging from 0.4 mm to 0.8 mm) to optimize print resolution and build speed based on application requirements.
- Support Material: The system shall utilize an open-material architecture or support third-party material profiles to prevent vendor lock-in. The material delivery system must include continuous feed monitoring (e.g., run-out sensors) and accommodate high-capacity filament spools or multi-spool storage to support continuous, unattended printing for extended durations.
- Build envelope capacity must be at least 400 x 350 x 400 mm.
- Must be compatible with electrical configuration: 230VAC (Volts Alternating Current), 3W, 30Amp
- Uninterruptible power supply (UPS) shall be provided with the system.
- System footprint, including all required operational clearances and ancillary equipment necessary for normal operation, shall not exceed 20 square feet of floor space and shall be suitable for installation within the existing workspace constraints at BEP. Contractor shall provide all dimensional, clearance, and utility requirements necessary to support BEP facility site planning, installation, operation and maintenance activities.
- Compressed air requirement maximum: 120 psi
- Material Delivery: System must support continuous and reliable material feed capability suitable for extended or unattended print operations. The system shall provide sufficient material capacity to support continuous printing and shall include automated or user-manageable material monitoring, changeover, or reload capability to minimize print interruptions during long-duration builds.
- The system shall print within an actively heated chamber environment designed to minimize part warping, improve layer adhesion, and maintain dimensional stability during the printing process. The heated build chamber shall be capable of maintaining a minimum operating temperature of 90° Celsius.

- Vendors must provide software to be able to print 3D. Standard Template Library (STL) or similar files using a BEP computer.
- Support removal cleaning station (water based) needed for the removal of soluble support material must be provided with the following specs:
    - Must be compatible with electrical configuration: 220 VAC, single phase, 20Amp
    - System size shall not exceed the following, 37 (W), 31 (D), 41 (H) in.
    - Work envelope size shall be greater than the following: 17 x 13 x 15 in.
    - Stainless steel tank and basket
    - Integrated sink and spray faucet for rinsing of parts
    - Quick-disconnect, appliance-style plumbing
    - Fast agitation for quick support removal
    - Programmable for time and temperature with one touch automated control

3.2 Minimum Performance Requirements

The following represent the salient capability, functional, and performance characteristics that the System shall have or must meet:

A. The System should be capable of producing three-dimensional parts from STL and/or VRML data files and other file types like .3mf and. amf that SolidWorks can export for 3D printing in various types of printers.
B. The build envelope capacity must be at least 400 mm x 350 mm x 400 mm and larger capacities are preferred.
C. Parts produced shall have an overall dimensional accuracy of ±0.25 mm, maximum.
D. Parts shall be able to be machined subsequently using conventional machine tools. In particular, the parts must be able to be threaded internally or externally to produce functional threads.
E. Parts made on this System shall have a minimum tensile strength of at least 30 MPa (per ASTM D638) and should have an impact strength of at least 50 J/m (per ASTM D256).
F. The required System must be able to produce parts with holes, overhangs, or other voids either directly or with the aid of a sacrificial filler material.
G. User shall have some control over build speed and strength (e.g. be able to control "print quality" or material density).

SECTION IV: Installation

4.1 Installation

The Contractor shall supply complete and accurate, site preparation information/drawings in sufficient detail to allow the Bureau to prepare the site. The site preparation information shall include the following information at a minimum: equipment layout (plan and elevation views), floor loading (if applicable), utility requirements, location of utility connections, required

clearances around the equipment for operation and maintenance, location of mounting points and bearing area, static and dynamic loading of each mounting point, dynamic loading frequency.

Contractor must supply all equipment necessary to produce the complete functional deliverables and the contractor must include any ancillary part of the equipment that is needed to accomplish the success of the project at contract award.

Contractor shall provide a Turn-Key installation, including all rigging, delivery, and installation for the system. Delivery and installation of the equipment shall occur between 7:00 am and 3:00 pm EST, Monday through Friday, excluding holidays. BEP will provide electrical sources for equipment. The Contractor shall, at its own expense, provide and maintain insurance while work on a government installation.

SECTION V: Training

5.1 Training

Contractors shall conduct start up procedures in accordance with manufacturer's instructions to ensure proper performance. Training shall cover system operation and maintenance. The contractor shall conduct two days of software training, and two days of operating training at BEP facility 602-19A Room for five people from 8:00 am to 4:00 pm CST, Monday through Friday: excluding holidays. A maximum of five (5) BEP employees shall take part in the training. The Contracting Officer Representative (COR) will make training arrangements with the contractor no less than 30 days prior to training.

5.2 Training Plan

5.2.1 The contractor shall submit for approval a training plan to the BEP.

5.2.2 Two (2) months prior to the start of the training, the contractor shall prepare and deliver to the Contracting Officer Representative (COR), a detailed training plan and schedule. The training plan shall include an hourly breakdown of the subject matter to be covered during each training session. One week prior to conducting a class, the contractor will be informed as to the hours that the training sessions will take place.

5.3 Operator Training

5.3.1 The Contractor shall conduct training classes for the operators of the additive manufacturing system, including any subsystems and supporting equipment.

5.3.2 Training shall be sufficient to adequately prepare the operators to safely run the additive manufacturing system independently while meeting the production requirements.

5.3.3 One (1) operator class shall be provided, lasting two (2) days for up to five (5) BEP Subject Matter Experts (SME) and up to three (3) additional BEP specialists may attend as observers

5.3.4 Contractor shall inform the BEP COR thirty (30) days prior to maintenance to coordinate and schedule maintenance and training. The contractor shall provide all training materials to the COR prior to maintenance for review and approval by the BEP. The training shall be in person. All printed training aids shall be provided for the course, be in English language, and become the property of the Government.

5.3.5 Training personnel shall be qualified representative(s) and be proficient in the English language. Contractors shall provide specialized training to familiarize BEP personnel on the operation of the system, parts, and to help ensure reliable performance and maximum service life, during normal usage.

5.4 Software Training

5.4.1 The Contractor shall conduct training classes for the operators of the additive manufacturing system, including any subsystems and supporting equipment.

5.4.2 Training shall be sufficient to adequately prepare the operators to utilize the software application on the additive manufacturing system independently while meeting the production requirements.

5.4.3 One (1) software training class shall be provided, lasting two (2) days for up to five (5) BEP Subject Matter Experts (SME) and up to three (3) additional BEP specialists may attend as observers

5.4.4 Contractor shall inform the BEP COR thirty (30) days prior to maintenance to coordinate and schedule maintenance and training. The contractor shall provide all training materials to the COR prior to maintenance for review and approval by the BEP. The training shall be in person. All printed training aids shall be provided for the course, be in English language, and become the property of the Government.

5.4.5 Training personnel shall be qualified representative(s) and be proficient in the English language. Contractors shall provide specialized training to familiarize BEP personnel on the software of the system to help ensure reliable performance and maximum service life, during normal usage.

5.5 Instructor Qualifications

5.5.1 Instructors shall create a positive learning environment to facilitate the intellectual development of students. Instructors shall have the following qualifications:

- Capable of developing, managing, and delivering training using classroom and hands-on instruction to attain learning objectives in relation to BEP organizational needs.
- Reviewing training materials considering the students' backgrounds and course objectives to ensure consistency of quality and accuracy of content.
- Ensure a variety of learning styles can be met by selecting appropriate methods and media for instructional delivery.
- Monitoring participant progress and instructional program effectiveness; establishing and maintaining a learning environment to promote student engagement and participation actively and freely.
- Fluent in English and all training materials shall be presented in English.
- Must have successfully completed training in the craft, of which training will be provided, to a level sufficient to be classified at least at the Journeyman level, Master level preferred.
- Possesses full and detailed knowledge, experience, skills, and proficiency with the subject equipment; capability to configure, set up, trouble-shoot, and make adjustments, or adjust settings, etc.

Shall be considered a SME in the area being covered by the training. Continually updating technical knowledge of equipment and techniques within the subject area

5.6 Training Manuals

5.6.1 Product Manual: The contractor shall provide three (3) copies of the equipment manual. Manual shall include detailed instructions on the full operations of the equipment. And all deliverables must be in English Language.

5.6.2 Service and Maintenance Schedule: Contractor shall provide manufacturer's recommended schedule information for service and maintenance of equipment.

SECTION VI: Spare Parts

6.1 Spare Parts Listing

A listing of all parts that the contractor recommends the BEP carry in stock to support the operation of the equipment shall be provided. The listing shall be provided in MS-Excel format. The listing shall include the manufacturer's part number, detail description of the part, function,

lead-time for delivery, estimated mean time for failure/maintenance, recommended quantity, and unit price.

The contractor shall provide any changes or additions to the original spare parts list prior to delivery of the equipment to BEP.

SECTION VII: Equipment Standards

7.1 Equipment Standards

Equipment to be delivered under this contract shall meet all current U.S. commercial codes and industrial standards, or equally stringent international standards, for manufacturing of high-quality industrial equipment, commercial printing presses and finishing equipment to be utilized within an industrial environment. At a minimum, all equipment shall conform to National Electric Code, NEC, standards.

All equipment delivered to the Bureau shall comply with the attached Safety Requirements, see *Attachment 0002 - 75D-07.0-06 EHS Requirements for Large Equipment Purchases*.

The following is a list of specific standards that machinery supplied under this contract shall meet:

- All applicable sections of American Conference of Government Industrial Hygienists (ACGIH) (www.acgih.org)
- All applicable documents related to Energy Policy Act of 1992 with specific reference to Executive Order 13123 (www.omb.gov)
- All applicable Occupational Safety and Health Administration (OSHA) standards with specific references to OSHA standards 29 CFR 1910 (www.osha.gov)
- All applicable codes and standards and environmental permitting of U.S. Environmental Protection Agency (EPA) (www.epa.gov) and District of Columbia (DC) government (www.doee.dc.gov) and State of Texas (TX) government (www.tceq.texas.gov).

7.2 DCF Environmental Health and Safety Contractor Requirements

The contractor shall follow the requirements contained in Attachment 0001 - EHS Contractor Requirements 75D-07.0-04 (DCF). This document is included as an attachment to this contract.

The contractor shall follow environmental health and safety instruction communicated to them by the DCF Environmental Health and Safety representatives.

SECTION VIII: Bureau Acceptance Testing

8.1 Bureau Acceptance Testing

The contractor shall perform a Bureau Acceptance Test (BAT) in accordance with the requirements notated in the SOW. The contractor shall submit for review and approval four weeks prior to the BAT, a plan for how they propose to demonstrate compliance with system requirements.

Final acceptance of the system will occur after the following:

1. Successful completion of the BAT
2. Successful Training of all BEP personnel
3. Successful operation by BEP personnel of the equipment in production for at least twenty (20) days on three (3) shifts or 480 hours without any problems or failures in full compliance with the requirements within this contract.

SECTION IX: Warranty

9.1 Warranty

Contractor shall provide a one-year warranty on machinery and parts for the system. Warranty period shall begin at the completion of equipment assembly and government acceptance of all equipment. Contractor shall respond to any service call during the warranty period within 72 hours of being contacted by the Bureau representative. Contractor shall provide information regarding who to contact during warranty period.

Contractor should provide warranty certification for all equipment two months before warranty begins. Contractors shall also provide a point of contact for equipment. Point of contact shall be knowledgeable on the operation and maintenance of the equipment.

SECTION X: Options

10. 1 Extended Warranty

The Contractor shall provide an optional extended warranty and maintenance support service for the additive manufacturing system for four (4) additional one-year option periods following expiration of the initial one-year warranty period. The extended warranty shall provide comprehensive coverage for machinery, components, replacement parts, labor, software/firmware updates, and technical support necessary to maintain the system in full operational condition.

During each extended warranty option period, the Contractor shall respond to Government service requests within seventy-two (72) hours of notification by the Bureau of Engraving and Printing (BEP) representative. Support services shall include remote technical assistance, troubleshooting, corrective maintenance, and, when necessary, on-site service support by qualified technicians knowledgeable in the operation and maintenance of the system.

The Contractor shall provide all warranty documentation, points of contact, and service escalation procedures two months prior to the start of each extended warranty period. The Contractor shall also identify any exclusions, consumable limitations, or Government responsibilities associated with warranty coverage. All replacement parts provided under the extended warranty shall be new or OEM-certified components compatible with the installed system configuration.

The Government reserves the right to exercise any or all extended warranty option periods in accordance with contract terms and availability of funding. Exercise of an option period shall not obligate the Government to exercise subsequent option periods.

SECTION XI: Deliverables

SOW #	Deliverable	Due Date	Deliverable Recipient	Deliverable Format
3.2	Design Review Meeting	2 weeks after contract award	Tsega.emshaw@bep.gov	PDF, Word, Email
4.1	Site Prep Information	2 weeks after contract award	Tsega.emshaw@bep.gov	PDF, Word, Email
5.1	Product Manuals	Upon installation of equipment	Tsega.emshaw@bep.gov	PDF, Word
5.2	Training Plan	2 months before training to begin	Tsega.emshaw@bep.gov	PDF
8.1	Preliminary Bureau Acceptance Test (BAT)	4 weeks prior to BAT	Tsega.emshaw@bep.gov	PDF, Excel, word
10.1	Warranty Certification	2 months before start of warranty	Tsega.emshaw@bep.gov	PDF, Word

11.1 Special Delivery Instructions

Performance / Delivery Period. Contractor shall deliver and install the additive manufacturing system to BEP 180 days after contract award. The period of performance includes one (1) base year and four (4) option years for extended warranty. The anticipated period of performance is 30 August 2026 to 29 August 2031.

SECTION XII: Government Furnished Resources and Information

12.1 EHS Requirements: Contracted services & equipment must be performed in a manner consistent with the following Bureau of Engraving and Printing's (BEP) EMS documents: EHS Contractor Requirements 75D-07.0-04 (DCF) and EHS Requirements for Large Equipment Purchases (75D-07.0-06).

END OF SECTION

SECTION D – PACKAGING AND HANDLING

The following instructions are required for any shipments to the BEP:

D.1 NOTICE OF PACKAGING SLIP REQUIREMENTS

The following outlines the Bureau of Engraving and Printing's packaging slip requirements to ensure efficient processing of shipments to the DCF:

- The Bureau of Engraving and Printing requires that all packaging slips be placed in a self-adhesive pack list envelope and affixed to the outside a shipment.
- The packing slip shall include, at minimum the following information:

D.2 GENERAL ITEMS – INFORMATION REQUIRED FOR EACH SHIPMENT

- Contract Number – The contract number BEP assigned to this purchase.
- Shipping Address – Point from which the merchandise was shipped.
- Telephone Number – The telephone number of the vendor contact to be called for inquires related to the merchandise.
- Customer Information – The name and telephone number of the party to which the merchandise is being shipped.
- Total Weight of Packages, Item number and the total number of items within the current shipment.
- If items are drop shipped from a supplier, you must ensure the proper contract number is written on the packaging slip by your supplier.

D.3 LINE ITEMS – INFORMATION REQUIRED FOR EACH LINE ITEM INCLUDED IN THE SHIPMENT

- Manufacturer Product Identification – Item Number assigned by manufacturer/supplier.
- Quantity Ordered – Quantity on the purchase order or unit of measurement.
- Quantity Shipped – With the packing slip.
- Quantity Backordered, where applicable.

D.4 NOTICE OF SHIPPING LABEL REQUIREMENTS

Every box/skid must have at least one shipping label applied to it. The label is to include, at minimum, the following information:

- Manufacturer or Supplier – Name of Manufacturer or supplier/and
- Shipping Address – Point from which the merchandise was shipped/and
- BEP Contract Number – PO# or CC order #/and
- Customer Name & Telephone Number – First and last name, building and room #.

The vendor shall ensure that all items shipped to the BEP are properly labeled. Items may include but not be limited to closed containers, sealed boxes, wrapped packages, or strapped palettes. Failure to adhere to the packing slip and shipping label requirements could result in shipment rejection, processing delay, and payment delay. **

[END OF SECTION]

SECTION E – INSPECTION AND ACCEPTANCE

Clause Number	Title	Date
52.246-2	Inspection of Supplies -Fixed-Price	AUG 1996
52.246-4	Inspection of Services-Fixed Price	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984

FAR CLAUSE 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)

E.1 INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be made by BEP appointed Contracting Officer's Representative (COR). The following details the means for testing and acceptance of the equipment delivered under this contract.

Inspection and acceptance of the supplies to be provided hereunder shall be made in accordance with FAR Clause 52.246-2, Inspection of Supplies – Fixed Price. The Contracting Officer (CO) will appoint a Contracting Officer Representative (COR) at award to provide oversight on behalf of the CO.

When items are rejected for noncompliance, written notification of the rejection will be furnished by the Contracting Officer, within ten (10) calendar days after inspection has been completed. The notification shall include an explanation of the deficiencies noted during inspection, the reasons for the rejection, and the Government's terms as to what remedies will be made by the Contractor. All parts found insufficient or damaged must be replaced at the contractor's expense.

(1) BEP Acceptance Test

The Bureau Acceptance Test (BAT) will occur at the BEP's facility after commissioning. BEP personnel will operate the system during the BAT in the presence of the contractor's personnel. Contractor's personnel shall provide advice and guidance to the BEP. The purpose of the BAT is validation of the design, functionality, and performance requirements of the contract.

Testing of the system shall be scheduled to occur in accordance with the Contract. Contractor is responsible for scheduling all daily activities in such a way that all design, functionality, and performance requirements shall be sufficiently demonstrated.

All acceptance testing shall be performed in the presence of authorized Bureau personnel.

If the equipment does not successfully pass the first BAT and must be retested, the Contractor shall assume ALL costs of retesting including personnel lodging, travel, and materials.

All testing shall be performed in accordance with the technical requirements listed in the Statement of Work. If during the performance of testing, it is deemed that the equipment is not performing to the specified requirements, testing may be stopped to allow for corrective actions to occur and restarted only after joint agreement by both BEP and the contractor.

If it is determined that significant problems or corrective actions are required, the contractor can request that testing be stopped. Once corrective actions have occurred, the contractor shall notify the BEP for rescheduling the test.

If the test is deemed unacceptable, the BEP reserves the right to require a full or a partial retest of the equipment and the Contractor must provide the BEP with all of the following:

a. Causative factors for the nonconformance
b. A written explanation on how the Contractor proposes to correct the nonconformance
c. The estimated time that will be necessary to correct the nonconformance
d. How the Contractor intends to demonstrate compliance.

Once a BAT is in progress, if there are extenuating circumstances or equipment-caused delays, the Bureau may exercise one of the following options:

(a) Extend the test accordingly
(b) Restart the test from the beginning
(c) Abort the test

Since during testing security items will be required, all security measures, policies, and procedures of BEP shall be followed. All contractor personnel assigned to work around or on the equipment during testing shall have been approved by the BEP's Office of Security. Approval by the BEP's Office of Security requires that each individual completes and submits a Standard Form 85, Questionnaire for Non-Sensitive Positions, and associated supplements to the BEP for review and background check to be performed.

(2) Acceptance
Final acceptance of the system will occur after the following:

A. Successful completion of the BAT
B. Successful Training of all BEP personnel
C. Resolution of all punch-list or open items

[END OF SECTION]

SECTION F – DELIVERY OR PERFORMANCE

Clause Number	Title	Date
52.211-17	Delivery of Excess Quantities	SEPT 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-35	F.o.b. Destination, Within Consignee's Premises	APR 1984

FAR CLAUSE 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)

F.1 PLACE OF DELIVERY

Deliverables as required during the performance of this contract shall be delivered F.O.B Destination within Consignee's Premises. The spare parts shall be delivered and installed at the following address:

Bureau of Engraving and Printing, Washington, DC Facility
200 D Street Southwest
Washington, DC 20228
602-19A Room

If the installation location changes during the performance period, the Government shall notify the vendor of the new address. The new location shall be inside of a 30-mi. (48 km) radius from the District of Columbia

The following DELIVERY information must be provided when scheduling delivery appointments: (1) Name of supplier/manufacturer; (2) Contract/Purchase Order #; (3) Total number of items; (4) Total weight (if applicable), and; (5) Date and time of delivery.

F.2 DELIVERIES TO WASHINGTON, DC ANNEX BUILDING

LOADING DOCK ON "D" STREET SW, BETWEEN 13th & 14th STREETS SW):

Vendors must call the appointment hotline at (202) 874-2333 twenty-four (24) hours in advance to schedule approximate delivery times. The hotline is manned from 6:30 am to 2:15 pm Monday through Friday. A voicemail message maybe left after normal working hours. Deliveries are accepted between 8:00 am and 2:15 pm, Monday through Friday, excluding holidays.

Over the road vehicles having an overall height exceeding 12"6" (3.8 meters) empty, or an overall length exceeding 42' (12.2 meters) cannot be accommodated at our receiving platform.

To resolve any delivery issue, please contact Shipping & Receiving at (202) 874-1149 care of Material Handler/Leader.

F.3 BEP YEAR END SHUTDOWN PERIOD AND FEDERAL HOLIDAYS

(a) BEP observes the federal holidays that are listed on the Office of Personnel website at: https://www.opm.gov/fedhol/. The Presidential Inauguration Day is applicable only to the Washington, DC Currency Facility (DCF).

(b) BEP's Y.E.S. Period typically occurs *December 25th through January 1st* of each calendar year.

(c) Government Holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

Deliveries are not accepted on Federal Holidays unless there are extenuating circumstances and arrangements have been made in advance with appropriate BEP personnel.

F.4 Delivery Period:

All parts shall be delivered and installed 180 days after contract award.

[END OF SECTION]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION OFFICE

(a) This contract shall be administered by:

Treasury Common Services Center – Acquisition Services
14th and C Streets, S.W.
Washington, D.C. 20228-0001

(b) Written communication to the Contracting Officer shall make reference to the contract number.

G.2 DTAR 1052.201-70, Contracting Officer's Representative (COR) Appointment and Authority (APR 2015)

(a) The COR **SHALL BE APPOINTED AT CONTRACT AWARD.**
(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.
(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:
(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
(2) Constitutes a change as defined in the clause entitled "Changes";
(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
(5) Interferes with the Contractor's right to perform under the terms and conditions of the contract; or
(6) Directs, supervises or otherwise controls the actions of the Contractor's employees.
(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.
(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.
(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes." (End of clause)

G.3 DTAR 1052.210-70, Contractor Publicity (APR 2015)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered as part of the evaluation of past performance. (End of clause)

G.4 DTAR 1052-223-7003, Electronic Submission of Payment Requests (APR 2015)

(a) Definitions. As used in this clause—

(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available atwww.ipp.gov or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

(a) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request. (End of clause)

G.5 DTAR 1052.232-7003, Electronic Submission of Payment Requests (APR 2015)

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

(1) "*Payment request"* means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at *www.ipp.gov* or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

[END OF SECTION]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

This is a Firm Fixed-Price type contract.

H.2 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this contract, including applicable specification(s)/work statement, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer (CO).

H.3 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the CO and the COR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by BEP of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.4 NON-DISCLOSURE OF NON PUBLIC INFORMATION AND DATA

During the period of performance of the contract, the Contractor may be granted access to Non Public information and data, which is the sole property of BEP, as well as proprietary information and data, which is the sole property of entities other than the contracting parties. In particular, the Contractor agrees that all information provided by representatives of BEP, either before or after contract award, concerning the design, manufacture, processing or transporting of United States currency is nonpublic. Such information shall be shared only with employees or agents of the company having a need to know, and shall not be disclosed to other persons without the written consent of the CO.

Further, the Contractor agrees to maintain the confidentiality of all such information and data and shall not disclose any information and data, interpretations of, and/or derivatives of, such information and data to any unauthorized party without the express written approval of the CO, or of the party in which title is wholly vested. The Contractor hereby agrees to include this clause in all subcontracts or consulting agreements relating to work under this contract. The Contractor shall be required to sign a Non-Disclosure Agreement.

H.5 INDEMNIFICATION

(a) Responsibility for Government Property: The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

(b) Hold Harmless and Indemnification Agreement: The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

(c) Government's Right of Recovery: Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(d) Government Liability: The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

H.6 ORGANIZATIONAL CONFLICTS OF INTEREST

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5, Organizational and Consultants Conflicts of Interest, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure must include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contacting Office, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor must include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

(f) In the event that a requirement changes in such a way as to create a potential conflict of interest for the Contractor, the Contractor must:

1) Notify the Contracting Officer of a potential conflict, and;
2) Recommend to the Government an alternate approach which would avoid the potential conflict, or
3) Present for approval a conflict of interest mitigation plan that shall:
   - Describe in detail the changed requirement that creates the potential conflict of interest; and
   - Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.
4) The Contractor must not commence work on a changed requirement related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.
5) If the Contracting Officer determines that it is in the best interest of the Government to proceed with work, notwithstanding a conflict of interest, a request for waiver must be submitted in accordance with FAR 9.503.

H.7 DISCLOSURE OF CONFLICTS OF INTEREST

It is the BEP policy to award contracts to only those Quoters whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by BEP or in organizations whose interests may be substantially affected by Departmental activities. Based on this policy, if at any time during the performance of this contract the Contractor knows of any Conflict of Interest situation affecting the organization, any of its officers or Key Persons working under this contract, has reason to believe that a conflict of interest situation might arise, or is made aware of an actual or potential conflict of interest situation:

(a) The Contractor shall immediately provide to the Contracting Officer a written statement which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with that organization regulated by BEP, or with that organization or individual whose interests may be substantially affected by Departmental activities, and which is related to the work under this contract. The interest(s) described shall include those of the Contractor, its affiliates, consultants, Subcontractors, and key personnel of any of the above. Past

interest shall be limited to within one year of the date of the quoter's technical quote. Key personnel shall include any person owning more than 20% interest in the organization, and the organization's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The Contractor shall describe in detail when it became aware of the actual or potential conflict of interest, what action the organization has taken or proposes to take to mitigate and / or rectify the situation, and why it believes, in light of the interest(s) identified in (a) above, that performance of the contract can still be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the Contractor shall certify in its statement that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Contractor must obtain the same information from any potential Subcontractors prior to award of a subcontract.

(d) The Contracting Officer shall review the statement submitted and may require additional relevant information from the Contractor. All such information, and any other relevant information known to BEP, shall be used to determine whether a conflict of interest exists or a situation exists that may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) terminate the contract, or (2) determine that it is otherwise in the best interest of the United States to continue the contract with the Contractor and (3) modify the contract to include appropriate provisions to mitigate or avoid such conflicts in the contract.

(e) If the Contractor refuses to provide the written statement called for in paragraph (a), or any additional information that the Contracting Officer may require, the Contracting Officer may terminate the Contract for convenience if he or she deems that termination is in the best interest of the Government.

H.8 POST AWARD MEETING

At its discretion, BEP may schedule and conduct a post award meeting with the Contractor after contract award. The objectives of this meeting would be to: introduce key participants and explain their roles, review deliverables, review the performance work statement and tasks to ensure a common understanding of the requirements and objectives, as well as other matters of importance and relevance. The Contracting Officer will provide advance notice, agenda and, meeting days and time, which will be between 8AM-4PM Eastern. If BEP determines that a post award meeting is necessary, the day(s) and time(s) of any such meeting will be determined after contract award.

H.9 EVALUATION OF CONTRACTOR PERFORMANCE

(a) Interim and final evaluations of Contractor performance will be prepared for this contract in accordance with FAR 42.1503. The final performance evaluations will be prepared at the time of completion of work.

(b) The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The Contractor will be permitted 60 calendar days to respond. Contractor response is voluntary. If the Contractor does not respond within 60 days, the

Government will presume that the Contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.

(c) Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

Bureau of Engraving and Printing utilizes the Contractor Performance Assessment Reporting System (CPARS) and the Federal Awarded Performance and Integrity Information System (FAPIIS) to record and maintain past performance information. The past performance systems hosts a suite of web-enabled applications that are used to document Contractor performance information that is required by Federal Regulations.

The CPARS module assesses performance on contracts for Systems, Services, Information Technology, and Operations Support, Architect-Engineer contracts and performance on Construction contracts. CPARS reference material can be accessed at https://cpars.cpars.gov/cpars/app/home.do

Federal Awarded Performance and Integrity Information System (FAPIIS) http://www.fapiis.gov/fapiis/govt/datareports.jsp

The registration process requires the Contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the Contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 60-day time period. After the BEP Contract Specialist registers the contract in one of the systems listed above, the Contractor will receive a system generated e-mail notifying him/her that the contract is registered. A system generated e-mail will also provide the Contractor with a User ID if the person does not already have a system User ID. Once a performance evaluation has been prepared and is ready for comment, the Contractor representative will receive a system generated e-mail notification that the performance evaluation is electronically available for review and comment. The Contractor representative will receive an automated e-mail whenever an assessment is completed and can subsequently retrieve the completed assessment from system. Contractors may access evaluations at one of the websites listed above for review and comment in CPARS.

H.11 GOVERNMENT FURNISHED MATERIALS (GFM)

All government furnished materials, especially security items, shall be safeguarded, accounted for, and returned to the BEP in accordance with the requirements set forth. All government furnished materials/security items shall be returned to the Government within 10 calendar days after written request by the COR. All requests for GFM shall be submitted to the Bureau no later than 30 calendar days prior to the materials being required for use under this contract. All requests for government furnished materials shall be submitted to the Contracting Officer. No security items will be furnished until completion of a security audit and implementation of appropriate security provisions to ensure their safeguarding and accountability.

The Contractor shall exercise diligence in the care and safekeeping of the property mentioned herein. In the event of damage to BEP property or equipment caused by Contractor, the amount of compensation due the BEP by the Contractor shall be the actual cost of repair, provided such amount does not exceed the economical repair value. In the case of loss or damage caused by the Contractor beyond economical repair to equipment, the amount of the Contractor's liability shall be the depreciated replacement value of the item to be determined by the Contracting Officer. Any failure of the Contractor to agree with such determination shall be treated as a dispute pursuant to the clause of this Contract entitled "Disputes."

The Contractor, any subcontractor, or their employees or agents shall not use government property in any manner for any personal advantage, business gain, or other personal endeavor.

H.13 BUREAU WORKING RESTRICTIONS

When the project specifications permit the undertaking of contract work during Bureau working hours, such work must be performed without:

- Interfering with Government business.
- Unduly restricting traffic.
- Causing unsafe conditions for employees and visitors; and
- Adversely affecting the operation of Bureau equipment.

When, the Contracting Officer has determined that the Contractor's work is in violation of any of the four restrictions above, the Contractor shall be required to perform the work at such time and under such conditions as are in the best interest of the Bureau. In this connection, the directions of the Contracting Officer shall be binding and shall be executed by the Contractor at no additional cost to the Government.

H.14 PARKING

All vehicles entering the facility are subject to inspection. There is no available parking at the DCF.

H.15 UTILITIES PROVIDED

For the purpose of this contract, utilities such as water, electricity, etc., shall be furnished by the Government at no cost to the Contractor for the preparation and performance of the BAT and installation of the equipment at the Bureau. All extensions, wiring, hoses, etc., required for connection to such utilities shall be furnished by the Contractor. The Contractor shall be required to participate in all BEP utility conservation programs. Long distance and FTS telephone services shall not be provided. If the Contractor anticipates any interruption to a utility service, the Contractor shall provide written notification to the COR 10 calendar days prior to the utility interruption.

H.17 PERMITS AND LICENSES – GENERAL

In the performance of work hereunder, the Contractor shall obtain and maintain in effect all necessary permits and licenses required by Federal, State, or local government, or subdivision thereof, or of any other duly constituted public authority. The Contractor shall comply with all laws and regulations applicable to work to be performed hereunder.

H.18 CONTRACTING OFFICER REPRESENTATIVE (COR)

The COR will be identified by separate letter issued by the Contracting Officer (CO). The COR monitors all technical aspects of the Contract and assists in Contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the CO and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the Contract.

H.22 SECURITY / ACCOUNTABILITY REQUIREMENTS

The following requirements provide for essential physical security, control, and employee suitability measures to be considered for implementation by contractors. These measures apply to all "prime" and "sub" contractors who, as a result of a contract with the Bureau of Engraving and Printing (BEP), will receive, utilize, process or produce United States securities or instruments of reproduction for the United States Government. United States securities/instruments or reproduction, hereafter referred to as US securities, are defined as designated items or materials included in or used in the manufacture of
US paper currency. U.S. securities are considered to be, and remain, the property of the U.S. government. The unauthorized possession and reproduction of any U.S. obligation, security, distinctive components, paper, and/or instruments of reproduction is strictly prohibited by Title 18, U.S.C.

Contractor responsibility regarding protection requirements for U.S. securities encompasses a broad scope of controls and protective measures. These include, but are not limited to comprehensive accountability and control, physical protection, loss prevention, and employee suitability (personnel clearance) programs. Accordingly, it will be the responsibility of the contractor to establish and maintain effective measures that will ensure the integrity of U.S. securities and/or instruments of reproduction throughout all phases of the contract.

A written plan detailing the measures that will be employed for the protection of U.S. securities shall be submitted and approved by the BEP's Office of Security prior to the receipt of any U.S. securities. All security plans and revisions will be effective only after written approval has been obtained from the Chief, Office of Security, BEP. This approval is contingent upon verification of the existence of the protective security measures reflected

in the security plan. The security plan will be incorporated to this award once approved by the Chief, Office of Security, BEP.

The BEP Office of Security reserves the right to conduct initial and unannounced periodic site inspections and surveys to determine the vulnerability of U.S. securities based upon the protective measures proposed by the security plan. No changes in the control, handling, location, and/or storage of U.S. securities shall occur until a revised security plan is approved in writing by the Chief, Office of Security, BEP.
In proposals requiring bid samples of U.S. securities or instruments of reproduction, solicitations requiring the use of U.S. securities or instruments of reproduction only for equipment factory inspection tests, or for specific short-term contracts, the security plan may provide means for temporary protection of the project to include labor intensive measures using appropriately cleared personnel. These temporary measures shall be addressed in the plan. However, prior to contract award, the contractor shall comply will the protection requirements as prescribed herein.

The BEP considers all areas where U.S. securities are processed, manufactured, or stored, including critical components/features and/or controlled ingredients necessary to produce these items as critical or vulnerable areas. At a minimum, the following categories shall be considered in the development of a physical security program. Compensatory security measures may be proposed for the review/approval of the BEP Office of Security. Building Exterior is defined as the exterior area of a building where U.S. securities are present and includes exterior doors, walls, and windows. Lighting must be sufficient to allow unrestricted viewing of the building exterior and be free of obstructions that could impair observation of the area by the naked eye.

Building exterior doors allowing access to areas where U.S. securities are present shall be constructed in accordance with Hollow Metal Door Manufacturers (HMM) Specification 863. Doors shall consist of a 14-gauge steel, flush mounted, self-closing and latching, hollow metal door set into a 12-gauge steel frame and shall be hung using nonremovable pins. All hardware shall be appropriate for the door installed. Roof hatches or other related openings shall be of similar construction. Doors and roof hatches should be protected by high-security type locks.

Exterior cargo doors affording access to areas where U.S. securities are present shall be constructed of at least 18-gauge steel slats with continuous end locks. The bottom bar of the door shall consist of two steel angles, at least one-quarter inch thick. Door guides shall be at least one-quarter inch thick. Cargo doors shall be configured with a high-security locking device at each lower corner and installed over concrete floors/surfaces.

Authorized employees shall access buildings where U.S. securities are present only through control stations established at entrances and departure points. These control stations shall be controlled by an automated access control system (i.e., card access system).

Emergency egress doors shall be constructed to the same standards as prescribed for exterior doors.

Electronic intrusion detection systems should include balanced magnetic switches for all exterior doors permitting access to areas where U.S. securities are present. Cargo doors should be protected by a magnetic switch as well as dual-tech motion detectors on each side of the door. Emergency egress doors, roof doors and /or hatches shall be equipped with balanced magnetic switches and audible, local alarms.

In areas where U.S. securities are present all windows shall be alarmed to detect intrusions. Windows shall be protected by security bars, security screening, or window glazing to preclude window breakage in all areas where U.S. securities are present. In addition, windows that permit public view of U.S. securities will be opaque. Openings, i.e., heating vents, ducts, etc., will be protected by security bars and/or security screening so as to preclude the unauthorized removal of U.S. securities.

H.23 PROTECTING SENSITIVE INFORMATION

(a) Applicability

This clause applies to the Contractor, its subcontractors, and contractor personnel (hereafter referred to collectively as "Contractor") and addresses specific BEP requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data. The following should not be construed to alter or diminish civil and/or criminal liabilities provided under various laws or mandates.

(b) Authorization to Use, Store, or Share Sensitive Information

(1) Written approval by the Chief Information Officer (CIO), or delegate, is required prior to the use or storage of BEP Sensitive Information or sharing of BEP Sensitive Information by the Contractor with any subcontractor, person, or entity other than BEP.

(2) Contractor must not remove Sensitive Information from approved location(s), electronic device(s), or other container(s), without prior approval of the CIO, or designate.

(c) Information Types

The term Information is synonymous with Data, regardless of format or medium. Personally Identifiable Information (PII) is a subset of Sensitive Information. Sensitive PII is a subset of PII, and therefore a subset of Sensitive Information. All requirements for Sensitive Information apply to PII and Sensitive PII. All requirements for PII apply to Sensitive PII.

(1) Sensitive Information Sensitive Information is any information, which if lost, compromised, or disclosed, could result in substantial harm, embarrassment,

inconvenience, or unfairness to an individual, the Government, or the Government's interests. Sensitive Information is subject to stricter handling requirements because of the increased risk if the data are compromised. Some categories of Sensitive Information include Intellectual Property, Proprietary Manufacturing Information, Financial, Medical or Health, Legal, Strategic and Business, Human Resources, Personally Identifiable Information (PII), and Sensitive PII. These categories of information require appropriate protection as stand-alone information and may require additional protection in aggregate.

(2) Personally Identifiable Information (PII) PII, as defined in OMB Memorandum M-07-16, refers to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information that is publicly available — in any medium and from any source — is or can be combined to identify an individual. As an example, PII includes a name and an address because it uniquely identifies an individual, but alone may not constitute Sensitive PII.

(3) Sensitive PII refers to information that can be used to target, harm, or coerce an individual or entity, assume or alter an individual's or entity's identity, or alter the outcome of an individual's or entity's activities. Sensitive PII requires stricter handling because of the increased risk to an individual or associates if the information is compromised. Some categories of Sensitive PII include stand-alone information, such as Social Security numbers (SSN) or biometric identifiers. Other information such as a financial account, date of birth, maiden names, citizenship status, or medical information, in conjunction with the identity of an individual (directly or indirectly inferred), are also considered Sensitive PII. In addition, the context of the information may determine whether it is sensitive, such as a list of employees with poor performance ratings or a list of employees who have filed a grievance or compliant.

(d) Information Security Incidents: An Information Security Incident is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access of any Contractor or Government systems or information, including, but not limited to, Sensitive Information.

(1) Information Security Incident Reporting Requirements
All Information Security Incidents must be reported in accordance with the requirements below; even if it is believed the Incident may be limited, small, or insignificant. BEP will determine when an Incident requires additional focus and attention.

a. Contractor employees must report all Information Security Incidents to the BEP Service Desk (202) 874-3010 immediately, but not later than 30 minutes, after becoming aware of the Incident, regardless of day or time.

b. When notifying the BEP Service Desk, copy the Contracting Officer Representative (COR) if possible, or if reporting by phone or COR's email is not immediately available; contact the COR immediately after reporting the incident to the Service Desk.

c. If you have questions regarding these procedures, contact the COR.

d. Do NOT include any Sensitive Information in the subject or body of any e-mail. To transmit Sensitive Information, use FIPS 140-2 compliant encryption methods to protect Sensitive Information in attachments to email. Passwords must not be communicated same mechanism used to send the attachment (e.g., do not send the password using email if you sent the attachment by email).

e. Contractor employees must also provide any supplementary information or reports related to a previously reported incident directly to the BEP Service Desk; with the following text in the subject line of the email: "Supplementary Information/Report related to previously reported incident ## [insert number]."

(2) Information Security Incident Response Requirements

a. All determinations related to Information Security Incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made by authorized BEP officials at BEP's discretion.

b. The Contractor and contractor employees must provide full access and cooperation for all activities determined by BEP to be required to ensure an effective Incident Response, including providing all requested images, log files, and event information to facilitate rapid resolution of Information Security Incidents.

c. Incident Response activities determined to be required by BEP may include but are not limited to, inspections; investigations; forensic reviews; data analyses and processing; and final determinations of responsibility for the Incident and/or liability for any additional Response activities.

d. BEP, at its sole discretion, may obtain the assistance of Federal agencies and/or third-party firms to aid in Incident Response activities.

e. The Contractor must be responsible for all costs and related resource allocations required for all subsequent Incident Response activities determined to be required by BEP, whether incurred by BEP, agents under contract or on assignment to BEP, or by third party firms.

f. Contractor Policy Document for Protection of Sensitive Information

The Contractor is responsible for the proper handling and protection of Sensitive Information to prevent unauthorized disclosure. The Contractor must produce policy documentation requiring approval by the CIO, or designate, regarding the protection and handling of Sensitive Information. The policy must address the following, at a minimum:

(1) Proper marking, control, storage, and handling of Sensitive Information residing electronic media, including computers and removable media, and on paper documents.

(2) Proper control and storage of mobile technology, portable data storage devices, and communication devices.

(3) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information while at rest and in transit throughout BEP, contractor, and/or subcontractor networks, and on host and client platforms.

(4) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information in email attachments, including policy that passwords must not be communicated in the same email as the attachment.

(5) Information Security Incidents.

(6) Contractor Access to BEP IT Systems.

(7) IT Security and Privacy Awareness Training.

(8) Specialized IT Security Awareness Training for Security Staff.

(9) Information Systems Policy Compliance requirements and procedures.

(10) Contract Performance Information.

H.24 CONTRACT PERFORMANCE INFORMATION

Dissemination of Contract Performance Information: The Contractor must not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed must be submitted to the Contracting Officer for approval.

Contractor Testimony: All requests for the testimony of the Contractor or its employees, and any intention to testify as an expert witness relating to: (a) any work required by, and

or performed under, this contract; or (b) any information provided by any party to assist the Contractor in the performance of this contract must be immediately reported to the Contracting Officer. Neither the Contractor nor its employees must testify on a matter related to work performed or information provided under this contract, either voluntarily or pursuant to a request, in any judicial or administrative proceeding unless approved by the Contracting Officer or required by a judge in a final court order.

H.25 CORRECTIVE ACTION REPORT

The Contractor shall provide written corrective action reports to the Administrative Contracting Officer in response to any quality audit finding or root cause letters issued as a result of specification nonconformance to the contract Work Statement specifications. A corrective action report shall be submitted within thirty calendar days after receipt of a root cause letter or a quality audit report. The corrective action report shall contain the root cause which allowed a non-compliant product or process to occur, action taken to correct the non-compliance, action taken to prevent recurrence of the root cause, action taken to determine if other processes are affected by the non-compliance, action taken regarding susceptible processes or material, verification plan to assess the effectiveness of the correct action, and the timeline to implement the proposed changes, including verification.

H.33 CONTRACT PERFORMANCE INFORMATION

Dissemination of Contract Performance Information: The Contractor must not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed must be submitted to the Contracting Officer for approval.

Contractor Testimony: All requests for the testimony of the Contractor or its employees, and any intention to testify as an expert witness relating to: (a) any work required by, and or performed under, this contract; or (b) any information provided by any party to assist the Contractor in the performance of this contract must be immediately reported to the Contracting Officer. Neither the Contractor nor its employees must testify on a matter related to work performed or information provided under this contract, either voluntarily or pursuant to a request, in any judicial or administrative proceeding unless approved by the Contracting Officer or required by a judge in a final court order.

H.37 TRAVEL COST

Costs incurred by contractor personnel on official company business are allowable, subject to the limitations contained at FAR 31.205-46 Travel Cost. Costs for travel transportation will be based on actual incurred costs. Costs for lodging, meals and incidentals expense will be based on Federal Travel Regulations prescribed by the General Services Administration, for travel in the contiguous United States available at http://www.gsa.gov/portal/content/104877. Costs incurred for lodging, meals, and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel.

Documentation to support actual costs incurred shall be allowable only if the following information is documented—

§ Date and place (city, town, or other similar designation) of the expenses;
§ Purpose of the trip; and
§ Name of person on trip and that person's title or relationship to the contractor

Airfare costs in excess of the lowest priced airfare available to the contractor during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.

H.38 <u>SPARE PARTS</u>

The Bureau intends to procure parts, on a competitive basis, as needed during the life of the contract. To assist the Bureau in procuring parts, a complete list shall be provided for all parts and components of the press and subsystems as required under the SOW Section C.7.3-SPARE PARTS. The name of the subsystem along with its corresponding position number within each group shall be listed. All components listed shall be cross-referenced and supplied with the technical drawings, manufacturers' literature, and any other purchased part documentation. The listing shall be organized by the type of the part; i.e., bearings, relays, etc.

[END OF SECTION]

SECTION I – CONTRACT CLAUSES

FAR CLAUSE 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)

CLAUSE NUMBER	TITLE	DATE
52.203-12	Limitations on Payments to Influence Certain Federal	JUN 2020
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	DEC 2014
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services	NOV 2023
52.215-8	Order of Precedence-Uniform Contract Format	OCT 1997
52.215-20	Requirements for Certified Cost of Pricing Data and Data Other Than Certified Cost or Pricing Data	NOV 2021
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026
52.223-10	Waste Reduction Program (DEVIATION 2025-00002, FEB	MAY 2024
52.226-7	Drug-Free Workplace	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright	JUN 2020
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.232-11	Extras	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.244-5	Competition in Subcontracting	AUG 2024
52.247-68	Report of Shipment (RESHIP)	FEB 2006
52.252-6	Authorized Deviations in Clauses	NOV 2020

FAR 52.204-1, Approval of Contract (DEC 1989)
This contract is subject to the written approval of the ***Treasury Common Services Center – Acquisition Services Contracting Officer*** and shall not be binding until so approved. (End of Clause)

FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (MAR 2026)(DEVIATION 2025-00001, FEB 2025)

(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 Covered Entities (Dec 2023) (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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(7) 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:

__ (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. 4655).
__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
__ (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) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
XX (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
__ (6) [Reserved].
__ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
XX (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
__ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II).
__ (11)
(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

__ (ii) Alternate I (Dec 2023) of 52.204-30.
XX (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).
XX (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
__ (14) [Reserved].
__ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
__ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (17) [Reserved]
XX (18)
(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.
__ (19)
(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.
__ (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).
__ (21)
(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (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 (Jan 2025) of 52.219-9.
__ (22)
(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.
__ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
__ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
XX (26)
(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).
__ (ii) Alternate I (Mar 2020) of 52.219-28.
__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
__ (28) 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 (Oct 2022) (15 U.S.C. 637(m)).

__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
___ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
XX (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
XX (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2026)(E.O. 13126).
__ (33) Reserved
__ (34) Reserved
XX (35)
(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
__ (ii) Alternate I (Jul 2014) of 52.222-35.
XX (36)
(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.
XX (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
XX (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
XX (39)
(i) 52.222-50, Combating Trafficking in Persons (Oct 2025) (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).
XX (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (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.)
__ (41)
(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.)
XX (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).
__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).
__ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).
__ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).
__ (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).
__ (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)
(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
__ (ii) Alternate I (Oct 2022) of 52.225-1.
__ (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].
__ (iii) Alternate II (Jan 2025) of 52.225-3.
__ (iv) Alternate III (Feb 2024) of 52.225-3.
__ (v) Alternate IV (Oct 2022) of 52.225-3.
XX (50) 52.225-5,TradeAgreements (NOV2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).
XX (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. Subtitle A, Part V, Subpart G Note).
__ (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 (Nov 2007) (42 U.S.C. 5150).
XX (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).
XX (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
__ (57) 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. 3805).
__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
XX (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
__ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
__ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
XX (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
__ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
__ (65)
(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:
XX (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

XX (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).
XX (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) (29U.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).
XX (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).
__ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).
(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) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 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)).
(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(v) 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).
(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
(vii)
(A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).
(B) Alternate I (Dec 2023) of 52.204–30.
(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (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.
(ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(x) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
(xiv) 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.
(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
(xvi)
(A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (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).
(xvii) 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).
(xviii) 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).
(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).
(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
(xxii)
(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 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. Subtitle A, Part V, Subpart G Note).
(xxiv) 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.
(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
(xxvii) 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 52.217-8, 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 30 days.(End of clause)

FAR 52.217-9, 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 *30 days;* provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *45* 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 ½ years*. (End of clause)

FAR 52.246-17, Warranty of Supplies of a Noncomplex Nature (JUN 2003)
(a) *Definitions.* As used in this clause-
Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.
Supplies means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."
(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 365 days after full acceptance of system -
(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and
(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.
(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.
(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.
(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.
(c) Remedies available to the Government.
(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within *45 days after discovery of defect*.
(2) Within a reasonable time after the notice, the Contracting Officer may either-
(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or
(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.
(3)
(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer-
(A) May, for sampling purposes, group any supplies delivered under this contract;
(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.
(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:
(A) Require an equitable adjustment in the contract price for any group of supplies.
(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.
(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.
(4)
(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor-
(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or
(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.
(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.
(End of clause)

FAR 52.246-20, Warranty of Services (MAY 2001)
(a)*Definition.*"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b)Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor **within 30 days from the date of acceptance by the Government.** This notice shall state either-

(1)That the Contractor shall correct or reperform any defective or nonconforming services; or
(2)That the Government does not require correction or reperformance.

(c)If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the

same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d)If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price. (End of clause)

[END OF SECTION]

SECTION J – ATTACHMENTS

Identifier	Title / Description
Attachment 0001	75D-07.0-04 EHS Contractor Requirements DCF
Attachment 0002	75D-07.0-06 EHS Requirements for Large Equipment Purchases

[END OF SECTION]

SECTION K – CERTIFICATIONS

FAR CLAUSE 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)

FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Federal Transactions (SEP 2024)

(a)*Definitions.* As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b)*Prohibition*. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c)*Certification*. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d)*Disclosure*. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e)*Penalty*. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable. (End of provision)

FAR 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)

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

Internal confidentiality agreement or statement, subcontract, and subcontractor , are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with 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), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General). (End of provision)

FAR 52.204-17, 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)

FAR 52.204-20, 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)

FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Service or Equipment (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "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" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *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".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(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 use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has

responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision. (End of provision)

FAR 52.204-26, 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)

FAR 52.204-29, Federal Acquisition Supply Chain Security Act Orders – Representation and Disclosures (DEC 2023)

(a) *Definitions.* As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system,* and *Source* have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures*.
(1) The Offeror shall search for the phrase "FASCSA order" in the System for Award Management (SAM)(*https://www.sam.gov)* for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.
(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).
(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:
(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures

provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver. (End of provision)

FAR 52.207-4, Economic Purchase Quantity-Supplies (AUG 1987)

(a)Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

_____

_____

_____

(b)Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror Recommendations			
Item	**Quantity**	**Price Quotation**	**Total**
_____	_____	_____	_____

(c)The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired. (End of provision)

FAR 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation (NOV 2015)

(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)

FAR 52.209-11 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 Offeror 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)

FAR 52.212-3, Offeror Representations and Certifications-Commercial Items (OCT 2025)(DEVIATION 2025-00001, FEB 2025)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

Forced or indentured child labor means all work or service—
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
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.
Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—
(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.
Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.
Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.
Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended."Sensitive technology"—
Sensitive technology—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3)of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—
(1)
(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or
(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).
(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.
Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—
(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.
Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.
Small business concern—
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to

all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—
(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and
(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.
Subsidiary means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation
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.
Veteran-owned small business concern means a small business concern—
(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women
Women-owned small business concern means a small business concern—
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.
(b)
(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.
(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically

at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs __.

[*Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that—

(i) It □ is, □ is not a small business concern; or

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

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

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

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.*] [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(5) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

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

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern*). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it □ is a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(11) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that–

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It □ has, □ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that-

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 http://uscode.house.gov/ U.S.C. 1352)*. (Applies only if the contract is expected to exceed $200,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)
(1)
(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.
(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".
(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."
(2) Foreign End Products:

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

[*List as necessary*]
(3) Domestic end products containing a critical component:
Line Item No. ___
[*List as necessary*]
(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.
(g)
(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
(i)
(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.
(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade

Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."
(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."
Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or *Israeli End Products*:

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

[*List as necessary*]
(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".
Other Foreign End Products:

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

[List as necessary]
(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
Line Item No. ___
[List as necessary]
(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":
Israeli End Products:

Line Item No.
_____
_____
_____

[*List as necessary*]
(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:
(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."
(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":
Korean End Products or Israeli End Products:

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

[*List as necessary*]
(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.
Other End Products:

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

[*List as necessary*]
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
(h) *Certification Regarding Responsibility Matters (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–
(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(2) □ Have, □ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.
(i) Taxes are considered delinquent if both of the following criteria apply:
(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In

the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).
(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*
(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

_____ _____

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*
☐ (i) *The* offeror *will not supply any* end product *listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.*
☐ (ii) *The* offeror may *supply an* end product *listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The* offeror *certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this*

contract. On the basis of those efforts, the offeror *certifies that it is not aware of any such use of child labor.*

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

☐ (1) *Maintenance, calibration, or repair of certain equipment as described in FAR* 22.1003-4(c)(1). The offeror □ does □ does not certify that–

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) *Certain services as described in FAR* 22.1003-4(d)(1). The offeror □ does □ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies–

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
(l) *Taxpayer Identification Number (TIN) (* 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)
(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(3) *Taxpayer Identification Number (TIN)*.
☐TIN: _____.
☐TIN has been applied for.
☐TIN is not required because:
☐Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
☐Offeror is an agency or instrumentality of a foreign government;
☐Offeror is an agency or instrumentality of the Federal Government.
(4) *Type of organization*.
☐Sole proprietorship;
☐Partnership;
☐Corporate entity (not tax-exempt);
☐Corporate entity (tax-exempt);
☐Government entity (Federal, State, or local);
☐Foreign government;
☐International organization per 26 CFR1.6049-4;
☐Other _____.
(5) *Common parent*.
☐Offeror is not owned or controlled by a common parent;
☐Name and TIN of common parent:
Name _____.
TIN _____.
(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) 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.
(2) *Representation*. The Offeror represents that–
(i) It □ is, □ is not an inverted domestic corporation; and
(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.
(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-
(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).
(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-
(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products.
(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).
(1) 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 (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
(2) If the Offeror indicates "has" in paragraph (p)(1) 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.
(3) If the Offeror indicates "yes" in paragraph (p)(2) 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*)
(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*
(1) 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–
(i) 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
(ii) 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.
(2) The Offeror represents that–
(i) 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
(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)
(1) 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.
(2) If the Offeror has indicated "is" in paragraph (r)(1) 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*).
(s) [Reserved].
(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).
(1) This representation shall be completed if the Offeror received $7.5 million or more in 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.
(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes 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.

(ii) 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 accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.
(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.
(u)
(1) In accordance with 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), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).
(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.
(1) 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".
(2) The Offeror represents that–
(i) 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.
(ii) After conducting a reasonable inquiry for purposes of this representation, 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)

FAR 52.225-18, Place of Manufacture (AUG 2018)
(a) *Definitions*. As used in this provision—

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

(1) FPSC 5510, Lumber and Related Basic Wood Materials.

(2) Product or Service Group (PSG) 87, Agricultural Supplies.

(3) PSG 88, Live Animals.

(4) PSG 89, Subsistence.

(5) PSC 9410, Crude Grades of Plant Materials.

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible.

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products.

(8) PSC 9610, Ores.

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the quoter shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) o In the United States (Check this box if the total anticipated price of quoted end products manufactured in the United States exceeds the total anticipated price of quoted end products manufactured outside the United States); or

(2) Outside the United States. (End of provision)

FAR 52.225-25, Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (JUN 2020)

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

Person—

(1)Means–

(i)A natural person;

(ii)A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii)Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2)Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology-

(1)Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i)To restrict the free flow of unbiased information in Iran; or

(ii)To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2)Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b)The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c)Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) 25.703-4, by submission of its offer, the offeror—
(1)Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(2)Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(3)Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

(d)*Exception for trade agreements*. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-
(1)This solicitation includes a trade agreements notice or certification (*e.g.*, 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and
(2)The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material. (End of provision)

FAR 52.229-11, Tax on Certain Foreign Procurements – Notice and Representation (JUN 2020)
(a) *Definitions*. As used in this provision—
Foreign person means any person other than a United States person.
Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.
United States person as defined in 26 U.S.C. 7701(a)(30) means
(1) A citizen or resident of the United States;
(2) A domestic partnership;

(3) A domestic corporation;
(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
(5) Any trust if–
(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
(ii) One or more United States persons have the authority to control all substantial decisions of the trust.
(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.
(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.
(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that
(1) It □ is □ is not a foreign person; and
(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 □ a full exemption, or □ partial or no exemption [Offeror shall select one] from the excise tax.
(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—
(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.
(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.
(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.
(End of provision)

[END OF SECTION]

SECTION L – INSTRUCTIONS TO OFFEROR

CLAUSE NUMBER	TITLE	DATE
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers In U.S. Currency	APR 1991
52.252-1	Solicitation Provisions Incorporated by Reference	FEB1998
52.252-5	Authorized Deviations in Provisions	NOV 2020

FAR CLAUSE 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)

FAR 52.204-7, System for Award Management (NOV 2024)

(a) Definitions. As used in this provision—

"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that–

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM when submitting an offer or quotation and at time of award (see FAR clause 52.204-13, System for Award Management Maintenance, for the requirement to maintain SAM registration during performance and through final payment).

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one.

The Offeror should be prepared to provide the following information:
(1) Company legal business name.
(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company physical street address, city, state, and Zip Code.
(4) Company mailing address, city, state and Zip Code (if separate from physical).
(5) Company telephone number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company headquarters name and address (reporting relationship within your entity).
(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://ww.sam.gov for information on registration. (End of provision)

FAR 52.204-16, Commercial and Government Entity Code Reporting (AUG 2020)
(a) *Definition.* 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.
(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.
(c) CAGE codes may be obtained via–
(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).
(2) *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at https://cage.dla.mil.
(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for

codification bureaus, as well as additional information on obtaining NCAGE codes, are available at http://www.nato.int/structur/AC/135/main/links/contacts.htm.
(d) Additional guidance for establishing and maintaining CAGE codes is available at https://cage.dla.mil.
(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.
(f) Do not delay submission of the offer pending receipt of a CAGE code.
(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award. (End of provision)

FAR 52.204-22, Alternative Line-Item Proposal (JAN 2017)
(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable. (End of provision)

FAR 52.212-1 – Instructions to Offerors - Commercial Products and Commercial Services (SEP 2023)
(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

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

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for **90** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or

its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids*). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer 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 or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101–29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at https://assist.dla.mil.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at https://assist.dla.mil.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by—

(i) Using the ASSIST feedback module (https://assist.dla.mil/feedback); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571–767–6688 or email at assisthelp@dla.mil.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.*(Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier"

followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency. (End of provision)

FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Other Than Certified Cost or Pricing Data (NOV 2021)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs.The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered*. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial product and commercial service exception*. For a commercial product and commercial service exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market

that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-
(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.,* wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.
(b) *Requirements for certified cost or pricing data*. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:
(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in 15.408 Solicitation provisions and contract clauses. of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in 15.408 Solicitation provisions and contract clauses. are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.
(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2. (End of Provision)

FAR 52.216-1, Type of Contract (APR 1984)
The Government contemplates award of a *Firm Fixed Price* contract resulting from this solicitation. (End of provision)

L.1 PERIOD OF ACCEPTANCE OF QUOTES

The Quoter agrees to hold the prices in its quote firm for **90** calendar days from the date specified for receipt of quotes.

L.2 REQUEST FOR CLARIFICATIONS

All requests for questions and/or clarifications related to the RFQ shall be submitted via e-mail to erica.hemphill@treasury.gov. All questions or requests for clarifications must be

submitted in writing no later than **12:00 PM EST, Monday, 15 June, 2026.** The Offeror shall note in the email subject line the Request for Quote, **2031ZA26Q00009** and "Request for Clarification." Prospective offerors are cautioned against contacting Government technical personnel in regard to this solicitation prior to award of this procurement. If such a contact occurs and is found to be prejudicial to competing offerors, the offeror making such a contact may be excluded from award consideration. Accordingly, all communications prior to award must be directed to Erica Hemphill, Contracting Officer.

L.3 SUBMISSION OF QUOTES

L.3.1 Quoter is expected to examine this entire request for quote. Failure to do so shall be at the Quoter's own risk.

L.3.2 Quote shall set forth full, accurate, and complete information as required by this RFQ package (including Attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

L.3.3 In responding to this RFQ, it is the Quoter's responsibility to provide current, complete, and accurate information in their quote. If in reviewing the quote the Government identifies or otherwise learns that the provided quote information is not accurate or misrepresents the Quoter's status or capabilities, that information may be used by the Contracting Officer as part of the Quoter's responsibility determination and could result in the quote not being eligible for award.

L.3.4 Quote must be clear, coherent, and prepared in sufficient detail for effective evaluation. Quote must clearly demonstrate how the quote intends to accomplish the work required and must include convincing rationale and substantiation of all claims. Quoter shall assume that the Government has no prior knowledge of their facilities and experience and shall base its evaluation on the information presented in the quote. To be eligible for evaluation and award, quote are required to substantially meet all solicitation requirements, such as terms and conditions, technical factors, and pricing information. Failure to comply with all terms and conditions of the solicitation may result in the quote being ineligible for an award.

L.3.5 Quote shall be submitted to erica.hemphill@treasury.gov **no later than 2:00 p.m. (EST). Friday, 10 JULY 2026.**

L3.6 The Quoter is responsible for submitting quotes, and any modifications or revisions, so as to reach the Government office designated in the RFQ by the time specified in the RFQ.

L3.7 Any quote modification received at the Government office designated in the RFQ after the exact time specified for receipt of quotes is **"late"** and may not be considered.

L3.8 The Quoter may submit modifications to their quotes at any time before the RFQ closing date and time. The Quoter may submit revised quotes only if requested or allowed by the CO.

L3.9 Quote may be withdrawn by written notice received any time before award. The Quoter shall submit quotes in response to this RFQ in English and in U.S. dollars. Withdrawals are effective upon receipt of notice by the CO.

L.4.0 This RFQ does not commit the government to pay for the preparation and submission of a proposal. The Contracting Officer is the only individual who can legally bind the government to the expenditure of public funds in connection with this procurement.

L.5 SUBMISSION PROCESS

Quote Section	Format	Page Limitation
Volume I, Factor 1, Technical	Written: Adobe Acrobat Format	20 pages
Volume II, Factor 2, Cost / Price	Written: Adobe Acrobat Format	No Limitation
Volume III, Factor 3, Past Performance	Written: Adobe Acrobat Format	No Limitation

L.5.1 QUOTE SUBMISSION REQUIREMENTS:

Following is the specified format for all Volumes:

a) Volume I **Shall NOT Include** price data.
b) Volume I must include a cover page listing general company information. All subsequent pages **MUST NOT list your company name or company logos.**
c) Pages shall be standard 8 ½ by 11" size.
d) 12-point size type shall be used. The font shall be Times Roman. The font size for tables and figures can be no smaller than 8-point. The font size for any graphics as it appears on the printed page can be no smaller than 8-point.
e) Margins shall be one inch at top/bottom and left/right of the page and pages may not be reduced. Headers and footers are allowed in the margins and their font size can be no smaller than 10-point.
f) Page must be sequentially numbered.
g) **Caution:** Pages submitted in excess of the page limits enumerated above **shall not** be evaluated. Text and graphics with font size smaller than the minimum specified **shall not** be evaluated.

Table of Contents: Each Volume shall contain a Table of Contents, which shall provide sufficient detail so that all the important elements may be easily located. The use of tables and dividers is encouraged. The Table(s) of Contents, dividers, tabs, and cover sheets are excluded from the page count; no content within these pages shall be considered for evaluation. Quoter should ensure these document pages are used solely for organization of the quote.

Cross Reference Matrix: Each Volume shall contain a cross-reference matrix relating the quote information to Section L and M of the RFQ. The matrix shall be sorted by RFQ section number and placed at the beginning of Volumes L and M.

Response to the Requirements: Each Quoter shall submit a quote that clearly and concisely describes and defines the Quoter's response to the requirements contained in the RFQ.

Use of general or vague statements such as "standard procedures shall be used", "noted", or "good engineering practices" shall not satisfy this requirement. Simply repeating or paraphrasing the RFQ requirements without substantive, meaningful discussion shall not be acceptable. The Government may consider a Quoter's unsupported assertions or mere restatement or paraphrasing of the Government requirements, without further explanation, clarification, or context to be deficient.

Unnecessary elaboration or presentation beyond that, which is sufficient to present a complete and effective quote is not desired and may be construed as an indication of the Quoter's lack of understanding or cost consciousness. Elaborate artwork, expensive paper, or bindings, and expensive visual or other presentation aids is neither necessary nor desired. The desire is for clear, succinct pictorials, graphs, etc.

L.5.2 VOLUME I/FACTOR 1 TECHNICAL

Quoter shall present in detail the technical approach, methodologies, technologies, support materials and techniques that shall be applied in meeting the Statement of Work (SOW). In addition, all deliverables listed in the SOW shall be provided.

Failure to provide full specifications may result in the offer being deemed unacceptable.

L.5.3 VOLUME II/FACTOR 2, PRICE

Quoter's price shall clearly delineate proposed prices, rates and explain its pricing strategy. Quoter are cautioned that their proposed prices should be consistent with the proposed technical approach and reflective of the effort required by the solicitation. Unrealistically low proposed prices may be grounds for eliminating a quote from the competition on the basis that the Quoter does not understand the requirement. Proposed prices shall be rounded to the nearest whole cent, and final monetary extensions (using the CLIN structure in Section B) shall be rounded to the nearest whole dollar.

Quoter shall provide pricing for all CLINs. The price quote must contain sufficient information to allow the government to perform an analysis of the proposed price. The Quoter's quote shall include a completed pricing sheet in excel. The Quoter shall ensure mathematical computations are correct. Errors in addition or multiplication may be considered nonresponsive.

Quoter's proposed pricing shall align with Section B, Supplies or Service and Prices/Costs. The proposed fixed unit prices and amounts shall be adequately supported in order for the Contracting Officer to make the determination that the prices are fair and reasonable.

L.5.4 VOLUME III/FACTOR 3, PAST PERFORMANCE

Offerors shall identify at least two (2) Federal, State, Local, Commercial, or Foreign contracts that demonstrate recent and relevant experience. Recent is defined as within the last five (5) years. Relevant is defined as work similar in size, scope, and complexity to the work identified in the SOW. Offerors shall provide the following information:

- Project Title
- Description of the Project
- Contract Number if applicable
- Project Amount
- Point of Contact's name, address, phone number and email address
- Current status, e.g. completed and/or in progress, start and estimated completion dates
- A brief narrative of why your firm believes this reference is relevant to the proposed tasks.

[END OF SECTION]

SECTION M – EVALUATION

FAR CLAUSE 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)

FAR 52.212-2, Evaluation – Commercial Products and Commercial Services (NOV 2021)
The Government intends to award a contract resulting from this solicitation to the responsible Quoter whose quote conforming to the solicitation will be the most advantageous to the Government, price and other factors considered.

The Government intends to determine the bast value outcome by utilizing the Lowest Price Technically Acceptable (LPTA) source selection process. LPTA is when best value is expected to result from selection of a technically acceptable proposal with the lowest evaluated price. The following factors shall be used to evaluate proposals:

VOLUME I/FACTOR 1 – TECHNICAL (NON-PRICE)
Quoter will be evaluated on the Quoter's ability to fulfill the requirement based on:

- The Quoter's demonstrated understanding of an ability to oversee and carry out the scope, tasks, and requirements of the SOW.

The Quoter's quote for this requirement will be evaluated using the following criteria. An evaluation for technical acceptability will be made to ensure satisfactory responsiveness to the requirements set forth in this RFQ. The non-price factor will be rated "Acceptable" or "Unacceptable" using the following rating standards:

Rating	Description
Acceptable	Quote clearly meets the minimum requirements of the solicitation (RFQ)
Unacceptable	Quote does not clearly meet the minimum requirements of the solicitation (RFQ)

VOLUME II/FACTOR 2 – PRICE
The Government will evaluate price to determine fair and reasonableness. The Government will use any combination of the price analysis techniques stipulated under FAR Subpart 13.106-3. (End of provision)

VOLUME III/FACTOR 3 – PAST PERFORMANCE
The Government will assess the Offeror's capability to perform under this contract by evaluating the Offeror's past performance experience on previous same or similar contracts. The BEP may contact any references provided by the Offeror during the evaluation process to verify recent and relevant experience and the level of performance. The BEP may, at its discretion, obtain and evaluate information from sources other than those provided by the Offeror, such as those found in the Contractor Performance Assessment Reporting System (CPARS).

The Offeror's quote for this requirement will be evaluated using the following criteria. An evaluation for technical acceptability will be made to ensure satisfactory responsiveness to the requirements set for in this RFQ. The non-price factor will be rated "Acceptable" or "Unacceptable" using the following rating standards:

Rating	Description
Acceptable	Quote clearly meets the minimum requirements of the solicitation (RFQ)
Unacceptable	Quote does not clearly meet the minimum requirements of the solicitation (RFQ)

FAR 52.217-5, Evaluation of Options (JUL 1990)
Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). (End of provision)

M.1 BASIS FOR AWARD

The Government intends to award a contract on the basis of the lowest evaluated price of quotes meeting or exceeding the acceptability standards for the non-cost factors. A quote is technically acceptable if it is fully compliant with all of the requirements of terms and conditions herein.

The Government intends to award a single contract. However, the Government reserves the right to make no award or multiple awards, depending on the quality of the proposals received and the availability of funds. The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, contract terms and conditions, or unrealistically high or low in price when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the procurement herein.

Options. The Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quote is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

A written notice of award or acceptance of a quote, mailed or otherwise furnished to the successful quoter within the time for acceptance specified for the quote, shall result in a binding contract without further action by either party. Before the quoter's specified expiration time, the Government may accept a quote (or part of a quote), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

[END OF SECTION]

[END OF DOCUMENT]