REQUEST FOR QUOTE

2031ZA26Q00143
Video Spectral Comparator (VSC)

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SECTION A – GENERAL INFORMATION

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a separate written solicitation will not be issued.

A. 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.

B. This procurement falls under NAICS code 334516, Analytical Laboratory Instrument Manufacturing.

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

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. This acquisition is a 100% Small Business Set Aside. Only offers from eligible small business concerns will be considered for award.

[END OF SECTION]

SECTION B – PRICING SCHEDULE

Base Year

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	TOTAL
0001	Video Spectral Comparator (VSC) PRO with PC Monitor & Spectrometer, *(12-months manufacturer warranty included)*	1	EA	$	$
0002	VSC Calibrator	1	EA	$	$
0003	Magnetic Security feature Imager	1	EA	$	$
0004	Document Tilt Plate + 4 Clips	1	EA	$	$
0005	Quarts Glass Holding Plate	1	EA	$	$
0006	Edge Viewer	1	EA	$	$
0007	X-rite Colour Checker	1	EA	$	$
0008	VSC Product Training & Installation	1	EA	$	$
0009	Shipping and Handling	1	EA	$	$
	Total Base Year				**$**

Option Year 1[1]

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	TOTAL
1001	Preventative Maintenance	1	EA	$	$
	Total Option Year 1				$

Option Year 2

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	TOTAL
2001	Preventative Maintenance	1	EA	$	$
	Total Option Year 2				$

[1] The period of performance (pop) includes option periods, which will be evaluated at the time of award.

Option Year 3

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	TOTAL
3001	Preventative Maintenance	1	EA	$	$
	Total Option Year 3				$
	Grand Total				$

[END OF SECTION]

SECTION C – STATEMENT OF WORK (SOW)

C.1 Introduction/Background:

C.1.1 The Bureau of Engraving and Printing (BEP) is a component of the Department of the Treasury that designs, engraves, and prints U.S. banknote currency and other U.S. security products. Banknote currency manufacturing occurs at the BEP Eastern Currency Facility in Washington, D.C. (ECF) and the BEP Western Currency Facility (WCF) in Fort Worth, TX. In support of these operations at BEP's Eastern Currency Facility (ECF), located in Washington, DC. The BEP, Office of Quality Operations (OQO) has a need for a new Video Spectral Comparator (VSC) (also referred to as instrument, equipment, or system within the text of this SOW).

C.1.2 The Office of Quality Operations Analytical and Method Development Division (OQO/AMDD) of BEP has a requirement for a VSC. The VSC has capabilities that include document and security features imaging and hyperspectral analyses which is useful for all the divisions within the OQO and the Office of Quality Engineering & Management. This instrument will assist in the imaging and analysis of the Catalyst family of notes in addition to defects seen in production. This acquisition of enhanced specific spectral and imaging capabilities will have a direct impact on the efficiency of printed currency production and QC analysis. The benefits of a VSC are having the ability to obtain quantitative information about materials, security features, and durability of test samples and banknotes.

C.2 Objective/Scope/Purpose:

C.2.1 The Contractor shall provide the BEP with a newly constructed VSC containing all sub-components, major components listed in the technical requirements below, and preventive maintenance for four (4) additional years after the base year, with all the components required for the instrument to be operational. The Contractor shall provide a computer containing all hardware and software necessary to operate the VSC. When delivered, the VSC shall be fully interfaced with the computer so that all hardware and software can be operated by the computer. The computer shall be operated off network as a standalone system. The VSC acquisition shall be a firm fixed price contract for an integrated system encompassing equipment, data collecting unit, control system, delivery, installation, and training.

C.2.2 The Contractor shall provide the BEP, OQO with a VSC that is new and shall include at a minimum all sub-systems and major components listed in the technical requirements below. Under this requirement, the contractor shall provide the delivery, installation, acceptance, associated deliverables, and training of the requirement herein. No prototypes, refurbished, one-of-a-kind, or two-of-a-kind systems will be considered.

C.2.3 The contractor shall provide all personnel for the required labor, equipment and materials, transportation, and supervision to deliver and install the VSC system. The contractor shall be responsible for the performance of all activities and materials to install and make the system ready for operation. The contractor shall provide startup assistance, training,

calibration procedure, integration and warranty for this requirement herein. Warranty, calibration and maintenance operating assistance service will be required for at least one year.

C.3 Technical Requirements/Tasks/Outcomes:

C.3.1 The following represents the operational capability, functionality, and performance characteristics of the listed major sub-systems and major components of the VSC. The Contractor shall supply the VSC with the following characteristics:

C.3.1.1 Instrument shall be plug-and-play, incorporating all necessary components including, but not limited to, illumination sources, detection elements, optics, electronics, controls, stand-alone computer hardware, and software.

C.3.1.2 Instrument shall operate with standard US electrical power source (110V) under ambient laboratory temperature (65-75o F) and relative humidity (30-60o F) conditions.

C.3.1.3 The instrument shall allow for automated switching between light sources and optical filters.

C.3.1.4 The instruments shall image in high resolution live color/NIR camera with a range of at least 350 nm to 1100nm. The camera shall have 90x or better optical zoom capabilities.

C.3.1.5 The instrument shall have a field of view of at least 200mm x 100 mm.

C.3.1.6 The instrument shall include a 12MP camera or better for high resolution image acquisition.

C.3.1.7 The camera shall have both automated and manual control of the image integration, contrast, and brightness.

C.3.1.8 The instrument shall include incident visible/IR and transmitted visible/IR sources.

C.3.1.9 The instrument shall include 850 nm sources for both incident and transmitted light

C.3.1.10 The instrument shall include a high intensity spotlight source for IR fluorescence imaging with filters to allow for controllable wavelength bands illumination

C.3.1.11 The instrument shall include two or more sets of oblique Visible/IR sources, preferably with variable angle selection.

C.3.1.12 The instrument shall be capable of band pass imaging including visible bands and bands in the Near Infrared.

C.3.1.13 The instrument shall be capable of collecting fluorescence images with 385 nm, 365 nm, 308 nm, 255 nm, and transmitted 365 nm illumination. The instrument shall have safety interlocks for the use of 312 nm and 256 nm sources.

C.3.1.14 The instruments shall be able to differentiate fluorescence and phosphorescence using 365nm illumination.

C.3.1.15 The instrument shall include lighting arrays to allow for vertical and horizontal scanning of Diffractive Optically variable Devices/ Holograms.

C.3.1.16 The instrument shall have a co-axial illumination Source.

C.3.1.17 The instrument shall include a 980 nm light source for anti-Stokes imaging.

C.3.1.18 The instrument shall include imaging filters including visible wavelength filter, UV pass filters and 15 or more long pass filters in the visible/IR.

C.3.1.19 The instrument shall be capable of circular polarized and linear polarized imaging.

C.3.1.20 The instrument shall include a sample tilt plate of at least 70 mm x 100 mm that allows for sample tilting from 0°-90°.

C.3.1.21 The instrument shall include a software-controlled motorized x-y stage.

C.3.1.22 The instrument shall include a Microspectrophotometer capable of measuring absorption, reflectance, transmission, and fluorescence spectra from 400 nm to 1000 nm with a resolution of 2 nm or better.

C.3.1.23 The instrument shall include the computer and monitor necessary for control of the instrument, observation of image and spectral data, and storage of instrument data.

C.3.1.24 The instrument shall include all software necessary to run the instrument, control the light sources, filters and camera and collect all the imaging and spectral data.

C.3.1.25 The software shall allow for side-by-side comparison of live and stored images.

C.3.1.26 The software shall allow for image annotation including text and measurements such length, angle, and area.

C.3.1.27 The software shall allow for images to be saved in Bitmap, Jpeg, and TIF formats with image setting details.

C.3.1.28 The software shall be able to detect latent images and Scrambled Indicia.

C.3.1.29 The software shall allow for generation of 3d images of document surface topography.

C.3.1.30 The software shall allow for the creation of hyperspectral image cubes over an adjustable range from 400-1000nm in incremental steps in incremental steps of at most 20nm and down to 5 nm or better.

C.3.1.31 The instrument shall include calibration software and NIST traceable standards for transmission and reflectance spectra.

C.3.1.32 The Instrument shall be able to run diagnostic testing on the motors, lamps, and filters

C.3.1.33 The instrument shall be fully functional upon installation by the vendor.

C.3.1.34 VSC Calibrator - Calibrated Didymium filter. NIST traceable. For calibrating the spectrometer wavelength scale in transmission. Calibrated White reference

material. NIST traceable. For spectrometer reflectance reference. UV 365nm, 312nm, 254nm and Anti-stokes tester.

C.3.1.35 Magnetic Security Feature Imager - visualize magnetic security inks on the VSC, USB connection, tunable cross polarizer for contrast adjustment, and handheld.

C.3.1.36 QUARTZ GLASS HOLDING PLATE – to hold documents flat during examination. At least 200 nm x 200 nm x 6nm, with polished edges, transmittance greater than 80% from 250 – 1100 nm and without any coating.

C.4 Deliverables:

SOW Reference #	Deliverable	Due Date	Deliverable Format	Deliverable Recipient
C.3	Video Spectral Comparator	Within 90 calendar days of contract award	Equipment	COR
C.9.1.6	Contact Information	NLT 7 days after award	PDF/Email/MS Word 2003 (or higher) format	COR
C.9.1.2.1	Training Manual	Two (2) weeks prior to training	PDF/Email/MS Word 2003 (or higher) format	COR
C.10.12	Certificate of Calibration and/or Verification	NLT five (5) business days from Calibration and/or Verification	PDF/Email/MS Word 2003 (or higher) format	COR
C.10.12	Calibration or Verification Stickers	Upon completion of the verification or calibration	Add required information to instrument verification or calibration sticker	COR
C.10.4	Preventive Maintenance Coordination	NLT three (3) business days after been reached by the COR	Stablish PM on site visit withing the next 30 calendar days	COR
C.10.11	Preventative Maintenance Summary Report	NLT five (5) Business Days from Preventative	PDF/Email/MS Word 2003 (or higher) format	COR

		Maintenance performance		
C.12	Warranty	Completion of full acceptance	PDF/Email/MS Word 2003 (or higher) format	COR

C.5 Government Furnished Resources and Information:

C.5.1 Safeguarding Government Furnished Materials:

C.5.1.1 Under the performance of this contract, the BEP shall provide government-furnished materials that are considered items of security. The Contractor shall abide by all requirements and instructions of the BEP's Office of Security during the performance of this contract.

C.5.2 Environmental, Health, and Safety:

C.5.2.1 All Contractors must comply with the requirements and procedures established through the BEP Environmental, Health, and Safety (EHS) document(s): 75D-07.0-04 EHS Contractor Requirements, 75D-07.0-.06 EHS Requirements for Large Equipment Purchases, and 75D-05.0-.01 Radiation and Laser Safety. The applicable contents of the document(s) must be adhered to. The BEP shall furnish the document(s) as part of the contract.

C.5.2.2 The Contractor shall be required to attend a safety orientation to review the emergency response requirement established by the BEP EHS office. Any chemicals that shall be used must be EHS approved prior to the chemicals being brought on site. The COR shall coordinate all BEP EHS requirements.

C.5.3 Access to Government Facilities:

C.5.3.1 The BEP is a secure facility, and all instructions of the BEP Police must be obeyed:

C.5.3.1.1 Weapons, cameras, and alcohol or illegal drugs are not allowed on site and are subject to seizure.

C.5.3.1.2 During the life of the contract, access to the Government facility for the Contractor, its subcontractors, and suppliers shall be made available as required.

C.5.3.1.3 During all operations on Government premises, personnel for whom the Contractor is responsible shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility.

C.5.3.1.4 The Government reserves the right to require the Contractor's employees to sign in and/or sign out of the Government facility.

C.5.3.2 The BEP shall not provide parking for the BEP DCF.

C.5.4 On-Site Work Restrictions:

C.5.4.1 When performing services at the place of installation such work must be performed without:

C.5.4.1.1 Interfering with Government business.
C.5.4.1.2 Unduly restricting traffic.
C.5.4.1.3 Causing unsafe conditions for employees and visitors.
C.5.4.1.4 Adversely affecting the operation of the BEP facility.
C.5.4.1.5 Non-compliance with security regulations.
C.5.4.1.6 Failure to adhere to this requirement can be considered grounds for termination.

C.6 Applicable Documents.

C.6.1 The contractor shall provide English-language documentation that describes accurate and current technical information for the VSC system. The documentation shall include operational manuals, maintenance manuals, training manuals, and technical contact information.

C.7 Place of Performance:

C.7.1 Deliverables as required during the performance of this contract shall be delivered to F.O.B. destination. The equipment and supplies identified shall be delivered and installed to the following address:

Bureau of Engraving and Printing
Washington, D.C. Currency Facility (ECF)
14th and D Streets, S.W
Washington, D.C. 20228-001

C.7.2 Receiving hours for deliveries are 8:00 a.m. to 2:15 p.m., local time, Monday through Friday, excluding Federal Holidays and BEP Year End Shutdown (Y.E.S.) period. The Contractor shall call the BEP appointment line at (202) 874-2333 at least twenty-four (24) hours in advance to schedule approximate delivery times. The appointment line is staffed from 6:30 am to 2:15 pm. Monday through Friday. A voice mail message may be left after normal working hours.

C.7.3 The following information should be provided:
C.7.3.1 Name of Sender (e.g., Contractor)
C.7.3.2 Name of Carrier
C.7.3.3 Contract/Purchase Order Number
C.7.3.4 Total number of cartons or pallets
C.7.3.5 Total weight
C.7.3.6 Date and Time of Delivery
C.7.3.7 Mode of Transportation (e.g., van, truck, automobile)
C.7.3.8 Point of Contact Information

C.7.4 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.

C.8 Performance/Delivery Period:

C.8.1 The period of performance for this contract consists of a one (1)-year base period and three (3) twelve (12)-months option periods. The base period includes equipment delivery, training, and the manufacturer's warranty.

C.8.1.1 One instrument shall be delivered and installed within 90 calendar days of contract award.

C.8.1.2 Training shall be performed on the same day as installation, or on a day mutually agreed to by the Contractor or Government to be held as soon as practicable after installation.

C.9 Training and Trainer Requirements:

C.9.1 Training shall be provided for the VSC after installation and successful completion of the Bureau Acceptance Test (BAT) at the BEP ECF. Training shall cover the entire VSC system delivered, including all subsystems and support equipment. The training session will occur at the BEP on the day, or days mutually agreed with the BEP Contracting Officer Representative (COR) after contract award. Training shall last two (2) days, eight (8) hours each and correspond to the start and stop times for operational shifts of the BEP. All training shall be scheduled at a time agreed upon with the BEP COR Monday through Friday except holidays. Training shall be based upon the information included in the VSC operation and maintenance manuals and any other supplemental devices and information that the contractor and the BEP jointly deem necessary for satisfactory training. Training sessions may have at least five (5) BEP personnel in attendance. Maintenance personnel shall receive training in both the electrical and mechanical maintenance of the equipment. The contractor shall provide all training materials (CD and hard copies) 2 weeks in advance of the training and labor required for the installation and training. Training shall include, at a minimum, installation, operation, instrument operation, maintenance and set up procedures for calibration software features. At a minimum: The Contractor shall inform the BEP COR two (2) weeks prior to installation to coordinate and schedule training.

C.9.1.1 The Contractor shall schedule the installation of the system and testing of all features such that the installation, testing and training is performed on the same day, or in such a way as to minimize downtime.

C.9.1.2 The Contractor shall inform the BEP COR one (1) week prior to installation to coordinate and schedule installation and training. The contractor shall provide all training materials to the COR prior to installation for review and approval by BEP. The training materials shall include a CD of all materials with adequate hard copies for each training attendee. All printed training aids shall be provided for the course, be in English language, and become the property of the Government.

C.9.1.2.1 The training materials shall be provided in electronic form (MS Word, PDF, MS Power Point, etc.) to the COR for distribution to training attendees.

C.9.1.2.2 All training documents and aids shall be in English language and become the property of the Government.

C.9.1.2.3 The BEP reserves the right to reproduce training materials and aids for internal training.

C.9.1.3 The Training personnel shall be qualified representative(s) and be proficient in the English language. The contractor shall provide specialized training to familiarize BEP personnel on the installation and operation of the system, parts, and to help ensure reliable performance and maximum service life, during normal usage. Instructor 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.

C.9.1.4 Training shall be sufficient to adequately prepare the operators to safely run the system by themselves while meeting the production requirements. Operator training shall include related safety, health, and environmental topics such as those outlined in this SOW.

C.9.1.5 Maintenance training shall also consist of electrical, mechanical, and Programmable Logic Controller (PLC)/Drive control. Training shall be sufficient to adequately prepare maintenance personnel to support the equipment, including debugging problems or incidents, by themselves meeting the unscheduled corrective maintenance and preventative maintenance requirements.

C.9.1.6 The Contractor shall provide the name(s) and number of years the representative(s) has conducted customer training two (2) weeks prior to installation.

C.10 Preventative Maintenance (PM):

C.10.1 The Contractor shall provide annual routine preventative maintenance and calibration of the equipment. During the preventative maintenance service, the contractor will calibrate all functions of the VSC. Contractor shall provide a point of contact for maintenance and recalibration support. During the preventive maintenance (PM) and calibration, the following shall be included.

C.10.1.1 The Original equipment manufacturer (OEM) certified maintenance and repair technicians shall perform all remedial maintenance, service, and repairs.

C.10.1.2 The systems must be inspected, optimized, and performance verified by completing the BAT that was completed during installation.

C.10.2 The Contractor shall provide information for extended preventive maintenance and verification services on the VSC equipment and its major components (e.g., camera).

C.10.3 Additional on-site emergency and/or unscheduled service/repair visits including all necessary labor, equipment (e.g. test equipment and tools), replace equivalent system parts, OEM factory-certified replacement parts, and travel to identify, interpret, and isolate suspected and confirmed malfunctions and then repair and resolve such problems with any part, component, thus returning the equipment to Proper Operating Condition meeting the specification defined in Section C.3 above.

C.10.4 On-site support shall be supplied within three (3) business days/best effort onsite service response of service call and shall be accomplished during local business hours, 7:00 AM to 4:00 PM excluding federal holidays and weekends. repair technicians shall perform service using the most up-to-date maintenance techniques, instrument operation, and modifications, and the latest state-of-the-art applications for service/repair being performed on equipment according to VSC specifications.

C.10.5 Unlimited telephone and email technical support relating to the system, during the Contractor's business hours, Monday – Friday (excluding Federal holidays).

C.10.6 OEM-certified replacement parts and software identical or fully compatible (equal to) with original equipment. OEM-certified maintenance and repair technicians shall perform all remedial maintenance and calibration services and repairs.

C.10.7 Updates to the applications and software installed on the BEP workstations or laptops used for data collection and operational support; clean optics and parts, inspect for wear and damage. A service report shall be provided if only repair service is completed.

C.10.8 Absolute adherence to and conformity with OEM specifications, manuals, bulletins etc. in performing services and repairs. Service repair technicians shall perform service using the most up-to-date maintenance techniques, instrument operation and modifications, and latest state-of-the-art applications for service/repair being performed on equipment according to specifications as defined in Section C.3 above.

C.10.9 Systems software, firmware and hardware support and updates are needed for reliability improvements and corrections of any defects.

C.10.10 When systems are repaired or serviced, performance will be verified by completing the BAT, below, that was completed during installation.

C.10.11 With the completion of service call or annual routine preventative maintenance and recalibration, the contractor shall provide the COR with a copy of a field service report/ticket identifying the following:

C.10.11.1 Equipment name, manufacturer model number, and serial number of the equipment being serviced/repaired.

C.10.11.1.1 The reason for the service call.

C.10.11.1.2 Detailed description of the work performed

C.10.11.1.3 Test instruments or other equipment used to affect the repair or otherwise perform the service.

C.10.11.1.4 The name(s) and contact information of the technician(s) who performed the routine preventative maintenance and recalibration or repair service.

C.10.11.1.5 For informational purposes, the on-site hours expended and parts/components replaced.

C.10.11.1.6 Scheduled Visits.

C.10.11.1.7 Any necessary routine preventative maintenance and recalibration or repair service will be scheduled by the COR with coordination by the Contractor.

C.10.11.1.8 Service personnel must be acceptable for entry into a secure U.S. Government facility.

C.10.12 Calibration/Verification Certificate and stickers with the following information

C.10.12.1 Title (e.g., Verification Certificate.

C.10.12.2 Instrument component serial number(s).

C.10.12.3 Location of where verification service was performed.

C.10.12.4 Unique identification of the certificate (e.g., the certificate number).

C.10.12.5 Identification of verification method(s).

C.10.12.6 Identification of the items verified.

C.10.12.7 "As Found" and "As Left" results with tolerances.

C.10.12.8 List of measuring equipment and/or standards used to perform verification and traceability to NIST, ASTM, or equivalent.

C.10.12.9 Name and address of the Contractor.

C.10.12.10 Date of service and name of technician.

C.10.12.11 Identify any parts that require replacement or repair.

C.10.12.12 Notes/suggestions to BEP

C.11 Bureau Acceptance Test (BAT):

C.11.1 Responsibility for Inspection and Testing:

C.11.1.1 The BEP reserves the right to perform any inspections and tests set forth for this equipment, including an inventory of parts list and supplies listed in the contract.

C.11.1.2 After the inspection, the COR shall notify the Contractor's POC and the CO (Contracting Officer) if services were found to be non-compliant with contract requirements and/or unacceptable services were performed.

C.11.2 Verification:

C.11.2.1 Following installation, a demonstration of the systems and training shall be provided and performed by the Contractor. Demonstration is expected to require one to three (1-3) days and shall be conducted as part of the installation and training visit.

C.11.2.2 Verification shall require one (1) day and shall be conducted as part of the training. The Contractor shall provide certified standards to verify the instrument's performance.

C.11.3 Validation/ BEP Acceptance Testing (BAT):

C.11.3.1 The BEP will validate that the VSC is in compliance with the requirements stated in the Technical Requirements/Tasks/Outcomes section.

C.11.3.1.1 Validation shall require up to seven (7) calendar days of performance.

C.11.3.2 After training, a BAT requirement for the VSC system shall be performed by the BEP to ensure features perform as expected in production and that there are no unintended consequences for the system.

C.11.3.3 If the equipment does not successfully pass the BAT and must be retested till success, the Contractor shall assume all costs of retesting, including personnel lodging, travel, materials, and any other related fees.

C.11.3.4 BAT requirements for the VSC system shall include, at minimum:

C.11.3.4.1 All lamps and accessories must be fully installed, and all subsequent lighting conditions must be fully functioning.

C.11.3.4.2 The VSC must pass all properties for which there are standards included in the VSC Calibrator. This includes appropriate UV wavelength functionality

C.11.3.4.3 A standard 10 mm micrometer will be used to validate the VSC for distance measurements. After calibration, the VSC must be able to accurately measure distance to +/- 0.2 mm using the same magnification as calibration.

C.11.3.4.4 The VSC must be able to replicate saved image settings from a VSC image settings file. The exact magnification, integration time, lighting conditions and other image settings must be replicated when the settings file is selected.

C.11.3.4.5 The VSC Microspectrometer must be validated using calibrated color tiles. The BEP will provide the calibrated color standards and analyze two tiles using the VSC Microspectrometer. The result must be within 2nm of the calibrated value.

C.11.3.4.6 Three US banknotes will be used to assess the functionality of the Magnetic Security Feature Imager. The Magnetic Security Feature Imager must be able to identify the areas with magnetic security features within the banknotes.

C.11.4 Final Acceptance:

C.11.4.1 The Contracting Officer's Representative (COR) will observe the incoming VSC and 100% monitor the VSC installation to ensure receipt of an acceptable product according to specifications in 3.1. The COR will notify Contracting Officer (CO) and contractor should any deliverable item(s) not meet the BEP's specifications for this requirement. Any product found unacceptable will be rejected. The system shall be utilized (after training) by BEP for a minimum of fifteen (15) calendar days without any problems or issues being noted prior to final acceptance by the BEP. Any equipment arriving at the BEP damaged, shall be photographed by the BEP for records and returned to the Contractor for replacement/repair at no cost to the BEP.

C.12 <u>Warranty</u>

C.12.1 The Contractor shall provide at least one (1) year (12-months) warranty on the VSC equipment, desktop computer, software, and associated accessories and for all replacement parts, components, and all applicable equipment.

C.12.2 The contractor's warranty shall begin after the completion of the equipment's installation, successful performance test, and full acceptance of the system by the Government.

C.12.3 The Contractor warranty shall also include materials, labor, and associated transportation and shipping costs to correct any latent defects that prevent BEP from attaining the capabilities in the Technical Requirements/Tasks/Outcomes section.

C.12.4 During the warranty period, the Contractor shall correct or re-perform any defective or nonconforming services within seventy-two (72) hours or less.

C.12.5 The Contractor shall provide a POC for any warranty issues or concerns.

C.12.6 The Contractor shall provide information for an extended warranty on the VSC equipment and its major components (e.g., desktop computer, software, etc.).

[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:

- 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.
- Must be durable, in English, and printed on or affixed to the surface of a package or on a label, tag, or sign.
- Must not be unobscured by labels or attachments; and
- Must be located away from any other marking (such as advertising) that could substantially reduce its effectiveness:

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 Back-ordered, 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 Contractor 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
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-2	Inspection of Supplies-Fixed-Price	AUG 1996
52.246-4	Inspection of Services-Fixed-Price	AUG 1996

E.1 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the Video Spectral Comparator (VSC) shall be performed by the Bureau of Engraving and Printing (BEP) Contracting Officer's Representative (COR). The following requirements describe the Government's inspection, testing, and acceptance procedures for the equipment provided under this contract.

To be accepted by the Government, the VSC must meet all requirements specified in Section C of this contract. Equipment that does not meet these requirements will be considered unacceptable. Final acceptance and payment will not be authorized until the Government confirms that the equipment fully complies with all contract requirements.

Inspection and acceptance shall be conducted in accordance with FAR 52.246-2, Inspection of Supplies, Fixed Price. Upon contract award, the Contracting Officer (CO) will designate a COR to oversee contract performance and verify that the Contractor meets all technical and performance requirements.

If the equipment is rejected because it does not comply with the contract requirements, the Contracting Officer will provide written notification to the Contractor within ten (10) calendar days after the inspection is completed. The notification will identify the deficiencies, explain the reason for the rejection, and specify the corrective action required. The Contractor shall repair or replace all nonconforming or damaged items at no additional cost to the Government.

The COR will monitor the Contractor's progress throughout the period of performance to ensure all contract milestones and delivery schedules are met. The COR will also verify that the equipment successfully completes all required testing before recommending final acceptance. The Government will work closely with the Contractor to resolve any issues that arise during delivery, installation, testing, or training. To help minimize schedule risks, the Government and the Contractor will hold regular status meetings, as needed, to coordinate project activities and ensure successful contract performance.

(1) Testing

The system shall be tested at the Contractor's facility before the BEP authorizes shipment for installation. After installation and startup at the BEP, the system shall undergo the necessary testing to verify that it meets all contract requirements prior to final Government acceptance.

All testing shall be conducted in the presence of BEP personnel, unless otherwise authorized by the COR, and in accordance with the approved test plan for the system.

[END OF SECTION]

SECTION F – DELIVERY OR PERFORMANCE

CLAUSE NUMBER	TITLE	DATE
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.o.b. Destination	JAN 1991

F.1 Place of Delivery:

Deliverables as required during the performance of this contract shall be delivered to F.O.B. destination. The equipment and supplies identified shall be delivered and installed to the following address:

Bureau of Engraving and Printing
Washington, D.C. Currency Facility (ECF)
14th and D Streets, S.W
Washington, D.C. 20228-001

F.2 Notification of Delivery:

The contractor shall be responsible for providing all materials and services required for the delivery and placement of the equipment, all support equipment and supplies at the designated installation site(s) within the BEP. **The delivery services shall also include all freight, rigging, unpacking, and removal of packing materials from BEP premises. The BEP will not provide any assistance during deliveries.**

The contractor shall notify the COR seven (7) days prior to scheduling equipment deliveries. Copies of the packing lists shall be included with this notification and a list of contractor employees who will need access to the BEP to perform installation and testing of the equipment.

F.3 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) 874-3620 care of Material Handler/Leader.

F.1 Performance/Delivery Period:

The period of performance for this contract consists of a one (1)-year base period and three (3) twelve (12)-months option periods. The base period includes equipment delivery, training, and the manufacturer's warranty.

- One instrument shall be delivered and installed within 90 calendar days of contract award.
- Training shall be performed on the same day as installation, or on a day mutually agreed to by the Contractor or Government to be held as soon as practicable after installation.

F.4 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.

[END OF SECTION]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION OFFICE

(a) This contract will be administered by:

Treasury Common Services Center (TCSC)
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 **WILL 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.4 Invoice and Payment Instructions

The Contractor shall invoice the BEP monthly for services performed in support of this contract. The Contractor shall use the Internet Payment Platform ("IPP"), which is the BEP's preferred method for submitting invoices for payment. Contractors shall contact the below for more information on the IPP program, including enrollment:

IPP Customer Support
Desk (866) 973-3131
IPPgroup@bos.frb.org

A copy of the invoice is to be submitted to the COR listed herein. If unable to comply with the IPP processing requirements, then the following process shall apply for submission of invoices for payment: The Contractor shall submit invoices to the designated payment office below along with one (1) copy to the COR listed herein. The BEP designated payment office is:

U.S. Department of the Treasury
Bureau of Engraving and Printing
Office of Financial Management Accounting Division,
Room 302-34A 14th and C Streets, S.W.
Washington, D.C. 20228-0001

Invoices which are submitted to an incorrect address, or which do not contain the information specified below will be returned to the Contractor for corrections. Corrected invoices shall be marked "Revised Invoice #x" and submitted to the address set forth in above.

Payment Instructions. Payment will be based on receipt of a proper invoice and contract performance. An invoice is a "proper invoice" as defined under FAR Clause 52.212-4(g). The Contractor shall direct questions regarding payment to the COR and/or the designated payment office listed above.

[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 will be shared only with employees or agents of the company having a need to know, and will 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.

H.5 Corrective Action Report:

The Contractor shall provide written corrective action reports to the Contracting Officer and COR to any quality audit finding or root cause letters issued because of specification nonconformance to the contract performance 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.6 Supervision of Contractor Employees:

Contractor employees performing services under this Contract will be controlled, directed, and always supervised by management personnel of the Contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the Statement of Work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Government Contractor. The tasks, duties, and responsibilities set forth in this Contract may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to its facility and will perform the inspection and acceptance of the completed work.

H.7 Protection of Property:

(a) Contractor Responsibility: If due to the default, negligence (whether of action 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 therefore, require the Contractor to replace at its own expense, all property lost or damaged. (b) The Contractor shall protect materials in his custody against transportation, fire, theft, weather, and other hazards in the exercise of the "highest degree of care."

H.8 Cooperation with other Contractors:

1. When the Government undertakes or awards other contracts for additional work at the facilities, the Contractor shall: (1) fully cooperate with the other Contractors and Government employees and (2) carefully fit its own work to such other additional contracted work as may be directed by the Contracting Officer's Representative (COR). The Contractor shall not commit or permit any act which shall interfere with the performance of work awarded to another Contractor or with the performance of other Government employees.

2. In any case where, while fulfilling the contract requirements, the Contractor disturbs any work guaranteed under another separate contract, the Contractor shall restore such disturbed work to a condition satisfactory to the COR and guarantee such restored work to the same extent as it was guaranteed under the applicable other contract.

H.9 Working Restrictions-Business Hours:

(a) When the project specifications permit the undertaking of contract work during BEP working hours, such work must be performed without:

1. Interfering with BEP business.
2. Unduly restricting traffic.
3. Causing unsafe conditions for employees and visitors; and
4. Adversely affecting the operation of BEP equipment.

(b) When, the Contracting Officer or COR 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, that will be mutually agreed upon, and under such conditions as are in the best interest of the BEP. In this connection, the directions of the Contracting Officer/COR shall be binding and shall be executed by the Contractor at no additional cost to the Government.

(c) In performing onsite work under this contract in a Government building shall:

(1) Conform to the specific safety requirements established by the contract.

(2) Comply with the safety rules of the installation that concern related activities not directly addressed in this contract.

(3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel connected in any way with performance under this contract.

(4) Take such additional immediate precautions as the Contracting Officer or Contracting Officer's Representative (COR) may reasonably require for safety and accident prevention purposes.

(5) Conform to all required security requirements.

H.10 Identification of Contract Employees:

All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. All contractor personnel shall clearly identify themselves as a contractor and shall be required to wear identification (ID) badges in a visible location on the front of exterior clothing, above the waist, (except when safety or health reasons prevent such placement). ID badges shall be worn at all times when performing work. ID badges shall have an identification picture and shall state the name of the individual and the company they represent. Contractor personnel are prohibited from possessing weapons, firearms or ammunition, on themselves or within their Contractor-owned or privately owned vehicle while on BEP premises.

H.11 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.12 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 will be shared only with employees or agents of the company having a need to know, and will 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.13 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.

(a) 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.14 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.

(d) 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.

(e) 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 will:
   - 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.15 Disclosure of Conflicts of Interest

It is the BEP policy to award contracts to only those Offerors 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 offeror'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 will review the statement submitted and may require additional relevant information from the contractor. All such information, and any other relevant information known to BEP, will 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.16 <u>Evaluation of Contractor Performance:</u>

(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 website listed above for review and comment in CPARS.

H.17 Safety:

State "Right to Know" laws and 29 CFR 1910.1200, Employees Hazard Communication Program, require manufacturers, importers and suppliers to label containers of toxic substances or hazardous chemicals with the chemical name and appropriate hazard warning and to provide Material Safety Data Sheets (MSDS) for these substances. Hazard Material Information not meeting the requirement will not be accepted (off-loaded) by the BEP.

All machinery delivered under this contract shall be in accordance with the BEP's Safety, Health and Environmental requirements.

H.18 Accident Prevention:

The contractor shall comply with safety practices as may be deemed necessary by the Bureau Safety Manager to ensure the safety and health of contractor and Bureau employees.

When the contractor's performance requires the use of power-activated devices for welding, cutting or burning using open-flame or electric-arc equipment, the contractor shall provide no less than three (3) days advanced written notice to the COR requesting approval for the use of the power-activated devices. The COR shall obtain clearance of such use through the Bureau Safety Manager and provide written confirmation of approval or disposal to the Contractor.

The Contractor shall take any other precautions necessary to protect all persons against injury at the work site and shall be held responsible for all damages to persons and property that occur as a result of his fault or negligence in performing the contract work.
Any Contractor personnel that are deemed to be working in an unsafe manner or endangering their own or others health may be removed from the Bureau under order of the Contracting Officer. Any Contractor personnel removed for failure to maintain a safe and healthy work environment may not be allowed to return to the Bureau's property.

H.19 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.20 Parking:

All vehicles entering the facility are subject to inspection. There is no available parking at the Washington, DC Facility (DCF).

H.21 Bureau's Regulations:

All persons working on Bureau premises under the terms of the Contract shall, while on the premises, be under the administrative direction of the Contracting Officer and shall be subject to all general rules and regulations governing the Bureau and, in particular, all applicable security regulations. If the contract requires contract employees to work on Bureau premises for a period of time exceeding five calendar days, such employees will be subject to an appropriate preliminary personnel security check to be conducted by the Bureau's Office of Security. Such employees shall be approved by the Contracting Officer

prior to commencing work on the premises. Employees who do not meet established security criteria shall not be permitted to work on the premises.

H.22 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.23 Compliance with Occupational Safety and Health Act of 1980 Government Owned Facilities/Equipment:

Performance of work hereunder shall comply with the provisions of the Occupational Health and Safety Act of 1980, as amended (OSHA). If at any time during the performance of this contract, the Government - furnished facilities and/or equipment do not conform to OSHA standards, the Contractor must so notify the Contracting Officer, in writing, including a recommendation of the corrective action needed.

H.24 Security Requirements:

BEP's facilities are considered to be secure government facilities; therefore visitors to BEP may be given a visitor's security badge by security personnel and escorted by Government authorized personnel. Visitor security badges shall be worn above the waist, clearly visible, with picture or front side front forward at all times. Visitor security badges are to be returned upon leaving the site.

H.25 Personnel Security Requirements:

Personnel Security Clearance. Contractor and subcontractor employees involved in the repair, maintenance, installation, modification, inspection, or any other capacity requiring access to the BEP, access to the BEP computer systems or information contained therein, or other information pertinent to BEP personnel or security operations shall be subjected to suitability investigations, conducted by the BEP, before assignment to perform work under this contract.

All Contractor and subcontractor personnel requiring access to the BEP or working on the BEP contract will be required to complete and submit, to the COR, all security forms furnished by the Personnel Security Division, commensurate with the sensitivity of their positions.

Upon receipt of the Performance Work Statement, the Office of Security will provide an assessment of access level and the type of background investigation that will be granted as well as the appropriate Position Sensitivity Levels which will be assigned to all positions occupied by Contractor and Subcontractor employees. The position sensitivity of all positions occupied by Contractor and Subcontractor employees, which involve access to

the Personal Computer function, including those involved in the inspection of the work are designated as Low Risk. Should other positions be identified, requiring a higher sensitivity, the position sensitivity shall be designated as High Risk. Access to the BEP and placement in these positions require that the BEP conduct a Full Field Background investigation, and that it be favorably completed. Required security packets are required to be submitted to the COR, within ten (10) working days, for use by Personnel Security Division, Office of Security. The Contractor shall submit packages of all personnel expected to be present at the Bureau for extended periods of time in excess of ten (10) working days no later than ninety (90) days prior to the delivery of the equipment to the Bureaus.

The BEP reserves the right to deny access to its facilities and/or security systems, following adjudicative guidelines set forth in Executive Order 10450 and applicable supplemental directives, to any individual about which an adverse suitability determination is made. Failure to submit the required security investigation packet or to truthfully answer all questions contained in security investigation packets shall constitute grounds for denial of access clearance.

The selected Contractor shall not provide access to employees, or subcontract employees, until written access clearance is provided by the Personnel Security Branch, office of Security, BEP. Contractors and subcontractors are responsible for reporting all changes to the COR within five (5) days of the occurrence of the change concerning any of their employees, which may affect the suitability of their employees for access to the BEP or placement in any of these positions including additions, or deletions.

The COR shall maintain a current listing of access requirements and provide that information to the Personnel Security Division, BEP. The Personnel Security Division will inform the COR of all access denials. The reason for the denial will not be provided to the company contact in accordance with the Privacy Act of 1974. Denial of access to the BEP does not preclude employment of the individual concerned, by the Contractor, in any capacity not associated with the contract. Reinvestigation may be required throughout the life of the contract to adhere to Government security requirements.

H.26 Contractor Clearance through U.S. Customs and Border Protection:

In the event the Contractor is to provide equipment of foreign manufacture, which must be imported into the United States, it shall be the responsibility of the Contractor to make entry through United States Customs and Border Protection and pay all duties and charges appurtenant thereto. Imports guidelines, questions and answers can be found at http://www.cbp.gov/trade.

H.27 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.28 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.

[END OF SECTION]

SECTION I – CONTRACT CLAUSES

CLAUSE NUMBER	TITLE	DATE
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System For Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation By Reference of Representations and Certifications	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204.25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.212-4	Contract Terms and Conditions—Commercial Items	NOV 2023
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026
52.228-5	Insurance-Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.232-39	Unenforceability Of Unauthorized Obligations	JUN 2013
52.242-13	Bankruptcy	JULY 1995
52.243-1	Changes – Fixed Price	AUG 1987

FAR 52.204-1, Approval of Contract (DEC 1989)
This contract is subject to the written approval of the **BEP Contracting Officer** and shall not be binding until so approved

FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services (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:

[*Contracting Officer check as appropriate*.]

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

XX (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.)

__ (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).

__ (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).

XX (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).

__ (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).

__ (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)).

XX (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]** ~~52.222-21, Prohibition of Segregated Facilities (APR 2015)~~.

__ (34) **[Reserved]** ~~(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).~~

__ ~~(ii) Alternate I (FEB 1999) of 52.222-26.~~

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).

__ (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).

__ (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.)

__ (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.

XX (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.

__ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

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

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

__ (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).

__ (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:

[*Contracting Officer check as appropriate.*]

__ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

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

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

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (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).

__ (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) **[Reserved]** ~~52.222-21, Prohibition of Segregated Facilities (APR 2015).~~

(x) **[Reserved]** ~~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.

(1) 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 52.217-9 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 calendar days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar 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 five (5) years. (End of clause)

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)

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)

DTAR 1052.228-70, Insurance Requirements (APR 2015)

In accordance with FAR clause 52.228-5, entitled "Insurance - Work on a Government Installation" [or FAR clause 52.228-7 entitled, "Insurance - Liability to Third Persons"], insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The Contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(a).

(b) General liability. The Contractor shall, at a minimum, meet the requirements specified at FAR 28.307-2(b).
(c) Automobile liability. The Contractor shall, at a minimum, meet the requirements specified at FAR 28.307-2(c). (End of clause)

[END OF SECTION]

SECTION J – ATTACHMENTS

Identifier	Title/Description
Attachment I	75B-07.0-06: EHS Requirements for Large Equipment Purchases
Attachment II	75D-05.0-01, EHS Radiation and Laser Safety
Attachment III	75D-07.0-04: EHS Contractor Requirements

[END OF SECTION]

SECTION K – CERTIFICATIONS

CLAUSE NUMBER	TITLE	DATE
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	JAN 2017
52.204-29	Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures	DEC 2023

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; 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 Services 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 52.209-11, 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.

FAR 52.225-2, Buy American Certificate (OCT 2022)

(a) (1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(b) Foreign End Products:

(4) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

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

[List as necessary]

(c) Domestic end products containing a critical component:

Line Item No. ___

[List as necessary]

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

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 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. (End of provision)

[END OF SECTION]

SECTION L – INSTRUCTIONS TO PREPARE QUOTE

CLAUSE NUMBER	TITLE	DATE
52.204-7	System for Award Management	NOV 2024
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services	SEP 2023
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991

L.1 Period of Acceptance of Quotes:

The Offeror 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:

The Government intends to award a contract without clarifications 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 clarifications 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

L.3 Quote Submission:

L.3.1 Offeror is expected to examine this entire request for quote. Failure to do so will be at the Offeror'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 Offeror'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 Offeror's status or capabilities, that information may be used by the Contracting Officer as part of the Offeror's responsibility determination and could result in the Offeror 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 Offeror intends to accomplish the work required and must include convincing rationale and substantiation of all claims. Offeror shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in

the quote. To be eligible for evaluation and award, offerors 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 offeror being removed from further consideration.

L.3.5 Regardless of contractor business size, the contractor shall identify its socioeconomic status (i.e. small businesses to include service-disabled veteran-owned small business concerns, HUB Zone small business concerns, small disadvantaged business concerns, and women-owned small business).

L.3.6 Quotation shall be submitted to naweed.nezam@treasury.gov **no later than 2:00 p.m. Eastern Standard Time (EST) Wednesday, 26 August 2026.**

L.3.7 Any quote, modification received at the Government office designated in the RFQ after the exact date and time specified for receipt of offers is "late" and may not be considered. However, a late modification of an otherwise successful quote that makes its terms more favorable to the Government may be considered at any time it is received and may be accepted.

L.4 Submission Process:

Quote Section	Format	Page Limitation
Volume I, Factor 1, Technical	Written: Adobe Acrobat Format	25 Pages
Volume II, Factor 2, Cost/Price	Written: Adobe Acrobat Format and MS Excel	No Limitation

L.4.1 Quote Submission Requirements:

Following is the specified format for all Volumes:

a) Volumes I and II **Shall NOT** include price data.

b) Volumes I and II 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 **will not** be evaluated. Text and graphics with font size smaller than the minimum specified **will 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 will be considered for evaluation. Offerors should ensure these document pages are used solely for organization of the quote.

Cross Reference Matrix: Each Offeror shall submit a quote that clearly and concisely describes and defines the Offeror's response to the requirements contained in the RFQ.

Use of general or vague statements such as "standard procedures will be used", "noted", or "good engineering practices" will not satisfy this requirement. Simply repeating or paraphrasing the RFQ requirements without substantive, meaningful discussion will not be acceptable. The Government may consider an Offeror'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 Offeror'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.4.2 Volume I/Factor 1, Technical

Offeror shall present in detail the technical approach, methodologies, technologies, support materials and/or techniques that will be applied in meeting the requirements. Offeror's Technical quote shall reflect an in-depth approach and solution for achieving the BEP's objectives.

Offeror shall address the capability, functionality, and specifications for VSC.

- A comprehensive description of the capability, functionality, and specifications proposed to accomplish the requirements listed in section C.3 of the SOW, along with any innovations in technical approach.
- Delivery Schedule
- Training and Trainer Requirements
- Preventative Maintenance
- Warranty: Offeror shall provide a minimum of a one (1) year warranty after the Bureau's acceptance warranty shall include service calls, parts, labor, and associated transportation and shipping costs.

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

L.4.3 Volume II/Factor 2, Price:

Offeror's price shall clearly delineate proposed prices, rates and explain its pricing strategy. Offerors 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 Offeror 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.

Offeror 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 Offeror's quote shall include a completed pricing sheet in excel. The Offeror shall ensure mathematical computations are correct. Errors in addition or multiplication may be considered nonresponsive.

Offeror'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.

[END OF SECTION]

SECTION M – EVALUATION

M.1 FAR 52.212-2, Evaluation – Commercial Items (NOV 2021)

The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

The Government intends to determine the best 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 quote with the lowest evaluated price. The following factors shall be used to evaluate offers.

M.2 Quote Preparation Compliance Determination

The Government will review offeror's quote to determine compliance with the quote preparation instructions. If it is determined that the quote is substantially not in compliance with the instructions in Section L, the Government may deem that quote to be unacceptable and it will not be evaluated further. The quote may be removed from consideration for contract award.

M.3 Evaluation of Offers

The Government will evaluate each quote solely on the basis of its contents and will not assume that the Offeror will provide products or services that are not specifically addressed in the quote. The Government will evaluate the completeness of each quote based on the documentation submitted by the Offeror.

Each quote will be evaluated to determine the extent to which it complies with the requirements set forth in Sections L and M of the solicitation. The evaluation will be based on the contents of the Offeror's quote and the evaluation factors identified in this solicitation. The evaluation factors are Technical, Past Performance, and Price.

M.4 Evaluation Factor Ratings

M.4.1 Volume I/Factor 1, Technical (non-price):

The Government will evaluate the extent to which the Offeror's quote demonstrates a clear understanding of the technical requirements identified in the solicitation and the overall approach for meeting those requirements. The evaluation will assess how well the proposed technical approach satisfies the requirements of the solicitation, including the extent to which the proposed equipment meets the capabilities, performance, and functional requirements specified in the Statement of Work.

- The Offeror's offer will be evaluated for technical acceptability that most closely match the identified BEP requirement in the RFQ. An evaluation of ACCEPTABLE or UNACCEPTABLE will be assigned upon completion of the evaluation. If the Offeror receives a rating of "Unacceptable" the offer will not be considered for award.

M.4.2 Volume II/Factor 2, Cost/Price:

Adjectival ratings will not be used in the evaluation of price. The Government will evaluate the Offeror's proposed price for fairness, reasonableness, and completeness to determine whether it represents the best value to the Government. A price determined to be unfair, unreasonable, or incomplete may render the quote ineligible for award.

The Government will evaluate the Offeror's total proposed price to determine whether it is fair and reasonable. In conducting this evaluation, the Government may use one or more of the price analysis techniques described in FAR 13.106-3. A fair and reasonable price is one that a prudent person would pay in a competitive market while considering reasonable economy and efficiency.

The Government will also evaluate the price quote for completeness. This evaluation will consider whether the Offeror has provided pricing for all requirements identified in the Statement of Work (SOW), whether the pricing information is sufficiently detailed, and whether the proposed prices can be clearly traced to the applicable contract requirements. To be considered complete, the Offeror's quote must include all pricing information necessary to support the proposed total price.

M.4.3 Basis for Award:

Award will be made to the responsible Offeror whose quote is determined to be technically acceptable and offers the lowest evaluated price. A quote will be considered technically acceptable if it meets all the requirements, terms, and conditions of this solicitation.

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).

The Government reserves the right to accept any quote, or any portion of a quote, before the expiration of the acceptance period, whether or not discussions have occurred, unless the Offeror submits a written notice withdrawing its quote before contract award. Contract award by the Government will result in a binding contract. No separate written notice of award or acceptance will be issued.

[END OF SECTION]

[END OF DOCUMENT]