

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.			1. REQUISITION NUMBER		PAGE 1 OF 118	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 2031ZA23R00015	
6. SOLICITATION ISSUE DATE 08/02/2023		7. FOR SOLICITATION INFORMATION CALL:		a. NAME Laquilla Howard, Contracting Officer		b. TELEPHONE NUMBER (No collect calls) (817) 847-3905
8. OFFER DUE DATE/ LOCAL TIME 09/06/2023 4:00PM CST		9. ISSUED BY Bureau of Engraving and Printing 9000 Blue Mound Rd Forth Worth, TX 76131		CODE 2031ZA		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY SERVICE-DISABLED <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> VETERAN-OWNED <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> (SDVOSB) <input type="checkbox"/> 8(A)
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net Days - 30		13a. THIS CONTRACT IS A <input type="checkbox"/> RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING
15. DELIVER TO See Section F.2 Place of Delivery of Performance Work Statement		CODE		16. ADMINISTERED BY BEP-ACQUISITION Bureau of Engraving and Printing Forth Worth, TX 76131		CODE 2031ZA
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY BEP-OFM Bureau of Engraving and Printing Office of Financial Management Washington, DC 20228-0001, US		CODE 2031FY
TELEPHONE NUMBER		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NUMBER		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
		Purchase of Cash PAK system in accordance with the requirements listed in section C of the Performance Work Statement. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Government Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		1		29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

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SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. SCHEDULE OF ITEMS AND PRICES

The Bureau of Engraving and Printing (BEP) Western Currency Facility (WCF) located in Fort Worth and District Currency Facility (DCF) located in Washington, DC, requires replacement of the existing Cash-Pak oven and wrapping system.

The Contractor shall be responsible for the design, fabrication, assembly, integration, delivery, installation, set-up, testing, commissioning, and training for up to two (2) cash-pak systems that will plastic-wrap and heat shrink a cash-pak in accordance with BEP packaging requirements. The first system will be installed at the WCF. An optional second system and spare parts, if procured, will be for the DCF.

NOTE: Please indicate volume discount pricing for additional purchases of optional Cash PAK System(s) from date of contract award to a specified period of time.

B.2 PRICING AND DELIVERY SCHEDULE

CLIN	SUPPLIES	DELIVERY	QTY	UNIT	UNIT PRICE	TOTAL
0001	Cash PAK System #1 WCF: Input Converter, System controls with PLCs, Pusher System (Pre-Packaging), Packaging System (Wrapping) uses BEP plastic film or equivalent, Forming Unit Wrap, Perforation Wrap, Sealing Bar, Conveyor for Oven and Pusher, Oven System, Cooling System, Compression Packaging Unit (Shaper), Back Side Pusher, Barcode Labeler, BEP Labeler, Backside Conveyor, Warranty.	8 Months after award	1	EA	\$	\$
0002	Design Review 1 Section C.3.3.11	2 Months after award	1	EA	\$	\$
0003	Design Review 2 Section C.3.3.11	3 Months after award	1	EA	\$	\$
0004	Design Review 3 Section C.3.3.11 Test Plan Finalized (Optional)	4 Months after award	1	EA	\$	\$
0005	Final Test by Contractor Section C.3.3.11	4 Months after award	1	EA	\$	\$
0006	Factor Inspection Test (FIT) Section C.3.3.9	6 Months after award	1	EA	\$	\$

0007	BEP Approval of FIT Section C.3.3.9 (Optional)	7 Months after award	1	EA	\$	\$
0008	Shipping and Installation Section C.3.3.6	9 Months after award	1	EA	\$	\$
0009	Site Preparation Plan C.3.3.4	9 Months after award	1	EA	\$	\$
0010	IT integration Installation	9 Months after award	1	EA	\$	\$
0011	Bureau Acceptance Test (BAT) Section C.3.3.9	10 Months after award	1	EA	\$	\$
0012	Training Section C.3.3.8	11 Months after award	1	EA	\$	\$
TOTAL					\$	\$
OPTIONAL PURCHASE 1						
0012	Cash PAK System #1 DCF: Input Converter, System controls with PLCs, Pusher System (Pre-Packaging), Packaging System (Wrapping) uses BEP plastic film or equivalent, Forming Unit Wrap, Perforation Wrap, Sealing Bar, Conveyor for Oven and Pusher, Oven System, Cooling System, Compression Packaging Unit (Shaper), Back Side Pusher, Barcode Labeler, BEP Labeler, Backside Conveyor, Warranty.	4 Months after award	1	EA	\$	\$
0013	Spare Parts Section C.3.3.7 (B)	1 Month after optional purchase	1	EA	\$	\$
0014	FIT Section C.3.3.9	2 Months after optional purchase	1	EA	\$	\$
0015	Repack Option Unit Section C.4.1	3 Months after optional purchase	1	EA	\$	\$
0016	BEP Approval FIT Section C.3.3.9 (Optional)	3 Months after optional purchase	1	EA	\$	\$
0017	Shipping and Installation Section C.3.3.6	9 Months after optional purchase	1	EA	\$	\$
0018	BAT Section C.3.3.9	10 Months after optional	1	EA	\$	\$

		purchase				
0019	BEP Approval BAT Section C.3.3.9	11 Months after optional purchase	1	EA	\$	\$
0020	Training Section C.3.3.8	11 Months after optional purchase	1	EA	\$	\$
	TOTAL				\$	\$
OPTIONAL PURCHASE 2						
0021	Spare Parts Section C.3.3.7 (B)	1 Month after optional purchase	1	EA	\$	\$
0022	Repack Option Unit Section C.4.1	1 Month after optional purchase	1	EA	\$	\$
	TOTAL				\$	\$

The BEP may exercise Optional Purchase 1 after successful completion of the FIT on the Base System. Additional optional Purchase may be exercised within the delivery timeframe stated above thereafter dependent upon the need of the BEP.

[END OF SECTION]

SECTION C – PERFORMANCE WORK STATEMENT CASH PAK SYSTEM

C.1. BACKGROUND

The Bureau of Engraving and Printing's (BEP) mission is to develop and produce United States currency notes, trusted worldwide. BEP's vision is to be the world standard securities printer providing its customers and the public with superior products through excellence in manufacturing and innovation. As its primary function, the BEP prints billions of dollars, referred to as Federal Reserve notes, each year for delivery to the Federal Reserve System.

C.1.1 SCOPE

The Contractor shall provide the BEP with a Cash PAK system. Under this requirement, the Contractor shall perform the design, fabrication, assembly, integration, delivery, installation, set-up, testing, commissioning, and training of one (1) cash-pak and wrap system that will plastic-wrap and heat shrink a cash-pak in accordance with BEP packaging requirements.

The first Cash Pak and Wrap System shall be delivered to the Bureau of Engraving and Printing (BEP) Western Currency Facility (WCF). Under Optional Purchase (1) the 2nd Cash Pak and Wrap System, shall be delivered to the BEP Washington D.C. Facility (DCF). Under Optional Purchase (1) the first Repack Option shall be delivered to WCF. Under Optional Purchase (2) the 2nd Repack Option shall be delivered to DCF. Spare parts are required in Optional Purchase 1 and 2.

C.2 REFERENCES

The following are referenced under this contract; Documents, Government Furnished Materials (GFM) and Product Requirements. The equipment and services to be provided under this contract shall abide by the requirements of these referenced materials.

C.2.1 NON-DISCLOSURE AGREEMENT

During the course of this contract, the Contractor will require controlled unclassified information (CUI) that is proprietary to the United States Government. A Non-Disclosure Agreement (NDA) shall be signed and notarized as part of the submission package for consideration, **Attachment 001**.

The notarized agreement shall be returned to LaQulla Howard, Contracting Officer at Laqulla.Howard@bep.gov.

C.2.2 REFERENCED DOCUMENTS

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

The following is a listing of specific standards that machinery supplied under this contract shall

meet:

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

C.2.3 SHRINK-WARP FILM SPECIFICATIONS or EQUIVALENT (MANDATORY MINIMUM REQUIREMENT)

It is desired that the cash-pak and wrap system use the BEP's Shrink-wrap Film Specification for the packaging of the notes. The Cash-Pak film is a Linear Low-Density Polyethylene (LLDPE) material that has been printed and laminated with a thickness of 10 MIL with ± 0.0175 mm. The film has a heat seal strength of 10 psi min. for more specifications on film, see **Exhibit 002**. The vendor shall provide for a solution with similar test impact result as the BEP's shrink-wrap film. The vendor can provide a solution with similar test impact result as the BEP's shrink-wrap film. See **Exhibit 020**.

C.2.4 PRODUCT REQUIREMENTS

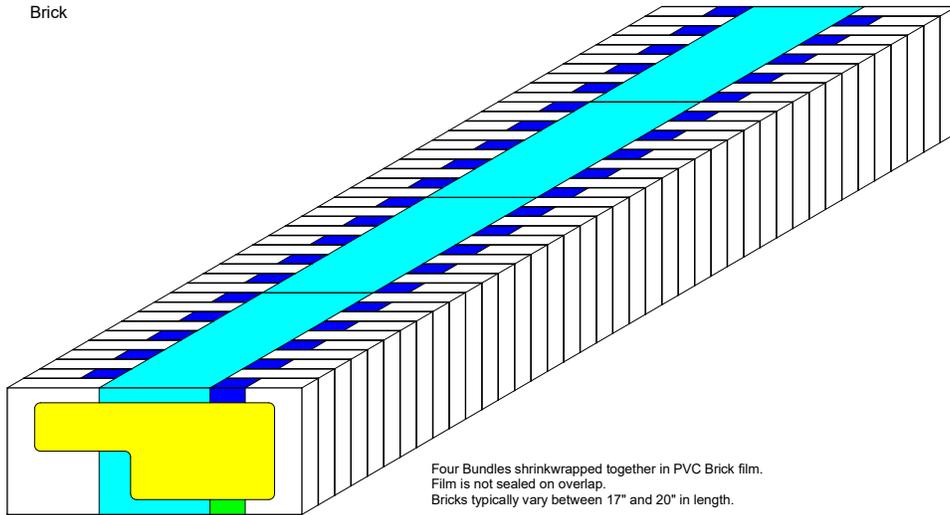
The following are the product requirements for packages produced by the system.

All cash-pak's produced on the system shall have an identical appearance, forensic characteristics, durability, and strength as compared to existing cash-pak's produced by the BEP. For more specifications See **Exhibit 005** and **Exhibit 014**.

C.2.4.1 BRICKS

A brick consists of four thousand (4,000) notes that grouped in four (4) one thousand note (1,000) note bundles that are shrink wrapped together using a Polyvinyl Chloride (PVC) single ply film to form an enclosure package. A brick is approximately 16 cm x 46 cm x 7 cm (w x l x h). A Brick of 4000 Notes is shown in the attached drawing, **Exhibit 004**.

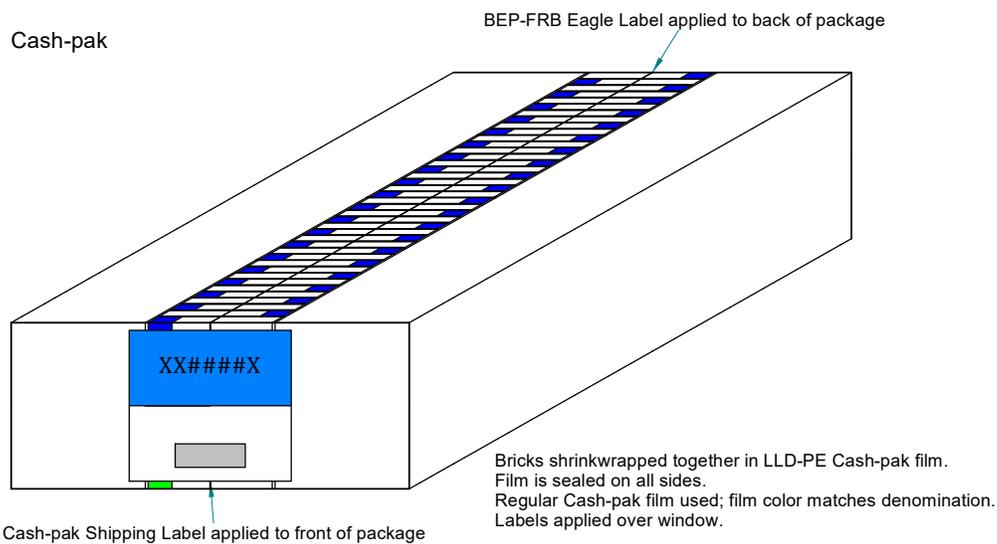
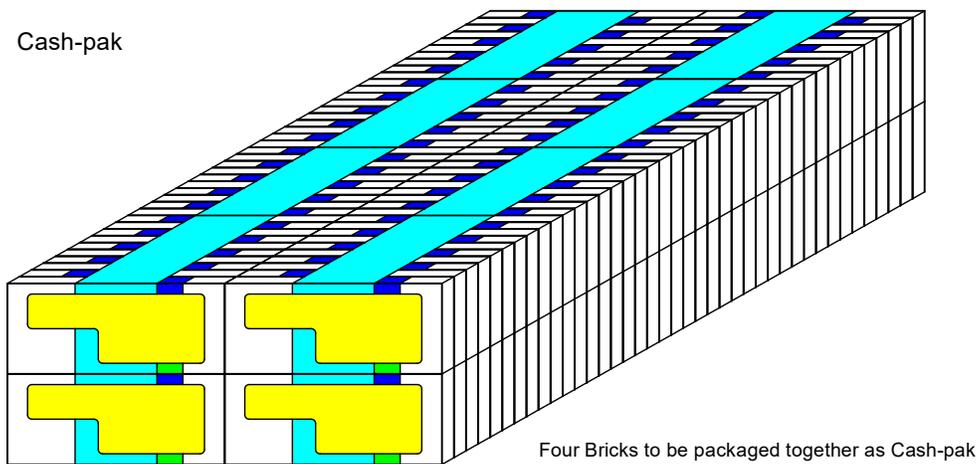
Brick



Four Bundles shrinkwrapped together in PVC Brick film.
Film is not sealed on overlap.
Bricks typically vary between 17" and 20" in length.

C.2.4.2 CASH-PAKS

A cash-pak consist of four (4) currency bricks, (16,000 notes), shrink-wrapped together using a Linear Low-Density Polyethylene (LLD-PE) laminated film to form a total enclosure package. Drawing 30083 Cash Pak of 16000 Notes show the cash-pak, including placement of the brick labels, **Exhibit 005**.



The enclosed cash-pak shall have both ends of the film sealed together by a seal bar. The film overlap shall be sealed together down the length of the package. The package is approximately 12.5" x 19.75" x 5.25" (w x l x h). The package shall be tampered evident and shall not contain any trapped air during the wrapping process. The clear windows along the top and bottom of the Cash-Pak shall allow counting of the Straps paper bands contained within the Cash-Pak. Labels are placed over the clear windows at both ends of the package covering the currency within the package.

C.3 REQUIREMENTS

The following are the requirements of the cash-pak wrapper and oven system be delivered to the BEP. The cash-pak wrapper and oven system shall have capability to seal the four (4) bricks into a cash-pak. The cash-pak wrapper and oven system shall utilize the Government Furnished Materials (GFM) (H.11) and produce cash-pak's in accordance with the Product Requirements (C.2.4).

C.3.1 SYSTEM REQUIREMENTS (MANDATORY MINIMUM REQUIREMENT)

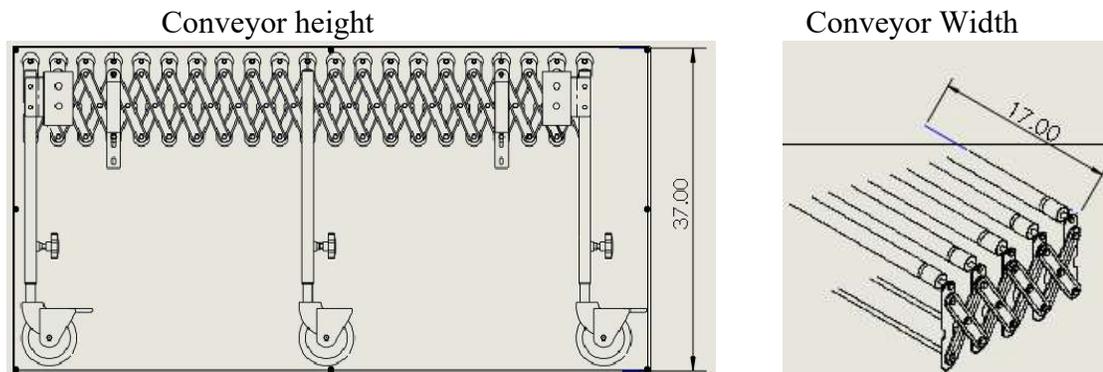
The cash-pak wrapper and oven system shall have the capability of packaging four (bricks) into cash-paks in full compliance with product requirements. Fusing or accumulation of film onto the oven conveyor shall not be allowed.

The system shall have provisions for detection of abnormal packaging of the product along the process and alert the operators for corrective actions. If the system detects abnormal behaviors of film feed, sealing, air pressure etc., it shall stop operation and prompt for operator intervention. If the operator determines the product to be incorrectly packaged, the system shall allow the operator to repackage the product.

The functional elements of the cash-pak and wrap system shall include the following elements:

A. Brick In-Feed

The cash-pak wrapper and oven system shall be able to utilize an existing flex power expandable in-feed conveyor for feeding the four bricks into the system for processing. The expandable conveyor model is B/FP1.5. The existing conveyor in-feed dimensions are approximately 939.8 mm (37") height and 431.8 mm (17") width.



For full flex power expandable conveyor specifications see BestFlex Power BFP 1.5 and BFP 1.9 Conveyor System **Exhibit 003**.

The system shall automatically package the bricks into cash-paks when present without operator activation.

B. Brick Barcode Reader Integration

Four (4) bricks stacked 2x2 will enter the wrapping system from the flex conveyor.

The system shall have the ability to scan the barcodes from each brick and display the data. A location for existing barcode readers to scan and store the bar-coded information on the bricks shall be provided. Bricks shall not continue for wrapping until successful reading of the bar codes. The vendor is to specify the electrical interface requirements to signal successful reading of the bar codes. The BL-1301_Datasheet full specification can be found on F.

C. Wrapper

The system shall wrap BEP cash-pak film over the four bricks for the formation of a cash-pak. The overlap the film shall be on top of the cash-pak and totally seals without voids or gaps. The wrapper shall be designed for the intended film, accommodating the slip of the film. Films shall move smoothly through the machine former. The currency bricks shall slide easily into the final overwrap film to form the cash-pak. The system shall provide a means of continuously feeding cash-pak film for sustained processing. The approximate dimensions of the rolls used to wrap the bricks are 12” circumference, 140lbs of weight and 40.5” in width.

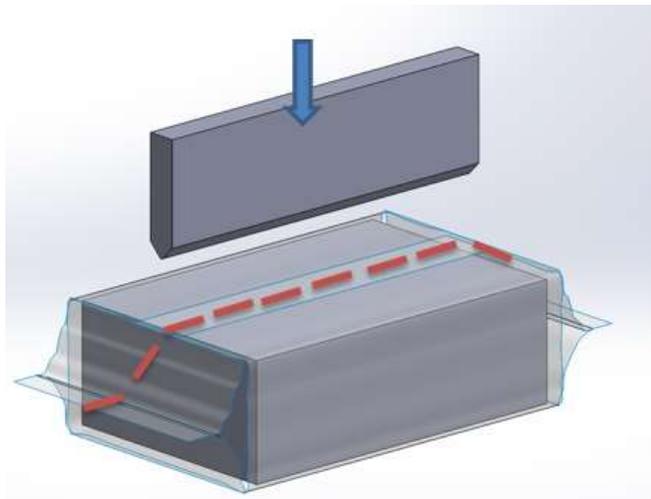
The wrapper system shall have the ability to remove any trapped air inside the cash pak. An example of such mechanism is found in the BEP current packaging process. A to punch two (2) holes on the plastic film are added before it wraps the four bricks together as a cash pak to remove any excess of air as it comes out of the oven. For more details see **Exhibit 007**.

In the event of a miss-wrapped package, the system shall have a re-wrap capability at the central operation station to allow the operator to pause and stop the in-feed for re-wrapping a cash-pak. The system shall allow the operator to place the cash pak into the correct sequence and continue operations.

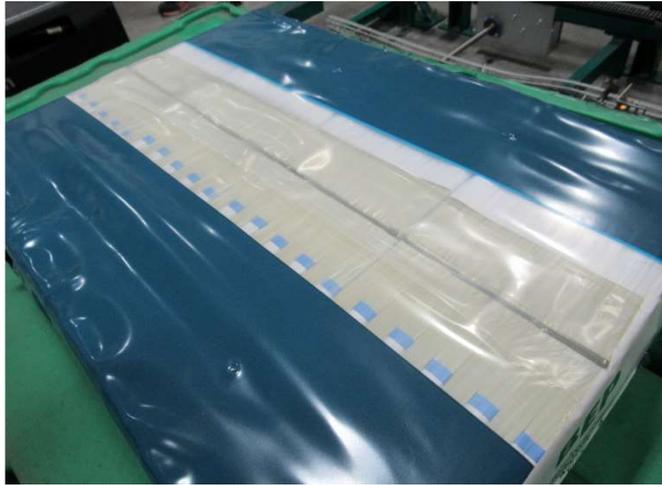
D. Sealing Bar

The system shall be equipped with a sealing bar to apply heat and pressure to the overlap on top of the cash-pak film. Target pressure shall be 10 psi in 1 psi increments. The sealing bar temperature shall be adjustable up to 300 degrees Celsius in 1-degree increments. The dwell-time shall be adjustable from 0.1 seconds to 4 seconds. The seal bar shall seal the entire overlap of the film. The operator shall have the ability to control and adjust temperature, pressure, and dwell time from the central operation station.

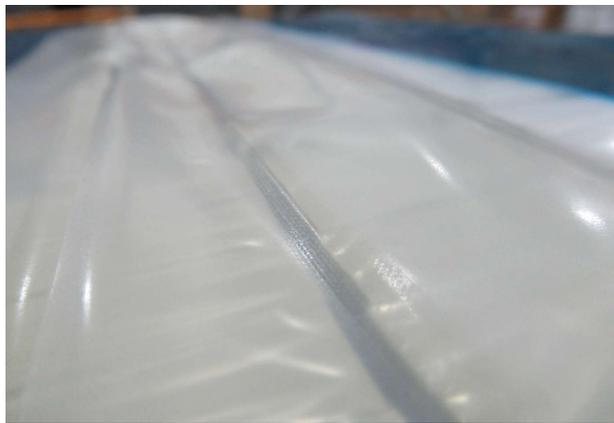
Figures 1, 2 and 3 provide a pictorial description of the top overlap seal.



• *Figure 1 - Top Sealing Bar Orientation*



- *Figure 2 - Top View Cash-Pak*



- *Figure 3 - Detail View Cash-Pak*

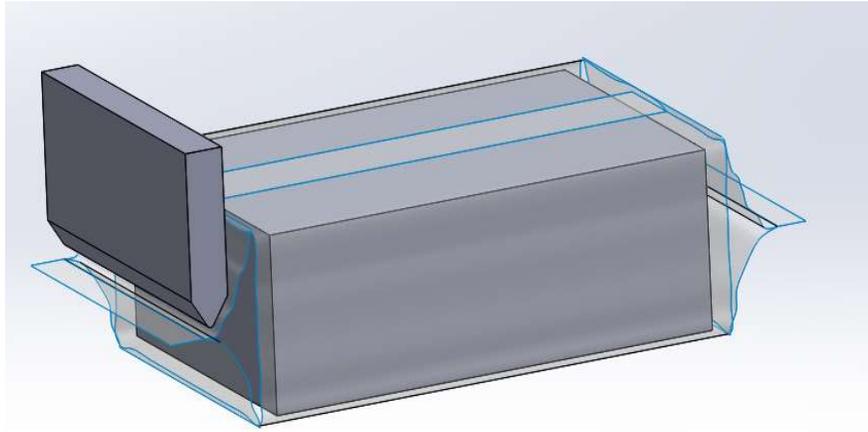
E. Cutting Sealing Bar

The system shall be equipped with a horizontal sealing bar to apply heat and pressure to simultaneously cut the trailing edge of the first pak and leading edge of the subsequent cash-pak. Target pressure shall be 10 psi in 1 psi increments.

The sealing bar temperature shall be adjustable up to 300 degrees Celsius in 1-degree increments. The dwell-time shall be adjustable from 0.1 seconds to 4 seconds.

The operator shall have the ability to control and adjust temperature, pressure, and dwell time from the central operation station

The figure 4 below provides a pictorial description of the sealing bar at the trailing edge of the cash-pak.



• *Figure 4 - Cutting Bar*

F. Oven

It is desired to have two (2) ovens working and receiving product straight from the cutting sealing bar. Ovens shall be provided to shrink wrap the BEP cash-pak film. The ovens shall be capable of operating temperatures up to 300 degrees Celsius with temperature adjustment in 1-degree increments. The ovens shall display upper and lower temperature limits. The ovens shall have an airflow pattern that maintains air flow uniformity and constant contact flow surface area to the cash-paks. At the COS each oven control adjustments shall include, temperature, air flow and PID constants that can be set by performing auto tuning or self-tuning

Fusing or accumulation of film onto the oven conveyor shall not be allowed. Redundant temperature control of the oven to prevent the oven from exceeding temperatures shall be provided. In the event of the oven exceeding upper temperature levels, the oven shall stop automatically. The oven shall have access to mechanical components for regular maintenance or replacement of parts.

In the event of a defective cash-pak coming out of the oven, the central operation station shall have the capability to pause operation. This pause shall allow the operator to rewrap the cash-pak and continue with the correct production sequence.

The design of the oven shall be presented during the 1st Design Review meeting for discussion and review.

G. Cooling System

The cash-pak and wrap system shall be able to remove excess heat and reduce temperature as soon as the cash-pak is out of the oven.

H. Compression Unit

The cash-pak and wrap system shall be equipped with a compression unit to ensure excess air is removed from inside the package and provide a flat surface for subsequent label application.

As product exits the compression unit, the system shall have a minimum of five (5') feet segment of conveyor length prior to label application and delivery to the palletizer. This area is intended for visual inspection of cash-paks and provide the operator an opportunity to re-wrap packages.

I. Label Application

The contractor shall provide design options for the label application unit to apply the Eagle label and apply the Cash-Pak label to the cash pack itself. The print and apply Cash-Pak labeler shall have the ability to use pre-printed labels for application. This task shall be completed prior to placement of cash-pak on skids by the palletizer.

Eagle labels shall be applied over the “back” of the cash-pak, Specifications for placement on the cash-pak are provided as Drawing 30085 Cash Pak Eagle Label **Exhibit 008**.

Cash-pak labels shall be applied over the “face” of the cash-pak. The specifications for placement and dimensions of the label are provided as Drawing 30084 r1 Cash Pak Shipping Label **Exhibit 009**. The system shall use the information scanned from the printed barcode labels on the four bricks prior to the wrapping step for the production of the cash-pak label. Information regarding cash-pak number to brick sequence will be provided by the government prior to the first design review.

Labels shall be applied to the ends of the packages within +/- 0.125 in tolerance vertically and horizontally.

C.3.1.1 Processing Rate:

The cash-pak and wrap system shall demonstrate a minimum of 6 (six) cash paks per minute. The system shall produce 1200 cash paks within a standard 8-hour production shift within the system shall be in production for 6 ½ hours.

The wrapping and sealing units shall be designed to handle the maximum processing rate of the cash-pak and wrap system.

C.3.1.2 Central Operation Station

A free-standing Central Operation Station (COS) shall be provided. The COS shall be equipped with a computerized graphical operational interface, which will display all machine status and operational information, and allow adjustment of all parameters and settings for the machine operation. The cash-pak and wrap system shall include a digital control system to capture and save all settings and all data points for each cash-pak at every station along the way. The interface shall utilize windows and drop-down menus. All controls shall be clearly and permanently marked in English or universally recognized symbols.

If necessary, additional displays shall be strategically located to facilitate operation of the cash-pak and wrap system to minimize the time required for operators to determine the cause of a stoppage and take corrective actions.

C.3.1.3 Safety Requirements *(Mandatory Minimum Element)*

All equipment delivered to the BEP shall be designed to minimize all risks of injury to BEP employees. All equipment shall be in full compliance with government and commercial safety and health regulations and requirements. The following are specific safety and environmental requirements for major production machinery for the BEP.

(A) General Safety:

Equipment shall be designed to prevent injury to operation and maintenance personnel at all times. If applies, equipment shall be furnished with service access equipment, such as, catwalks, access platforms, access ladders, lifts, and other equipment for operation and maintenance. Fixed stairs shall be provided in compliance with OSHA 29CFR 1910.23, Fixed Industrial Stairs. All catwalks, access platforms, access ladders, lifts, hoists, and any other equipment that are furnished, shall be built, and tested to comply with ANSI and OSHA standards All press and service access equipment shall be guarded as required by applicable portions of OSHA Regulations.

(B) Noise Level:

The maximum noise produced by the continuous operation of the equipment at full production rate shall comply with the OSHA standard 1910.95, 85 decibels measured on the A-scale (slow response) or, equivalent, a dose of fifty (50) percent.

(C) Machine Guarding:

All covers and safety guards shall be interlocked with the equipment's controls to prevent its operation while any cover or guard is open or absent. Covers and guards shall be manufactured for easy removal by Bureau personnel to facilitate removing mechanical and electrical parts for repair. All rotating and reciprocating parts shall be guarded as specified by OSHA regulation 29 CFR 1910.212. All equipment and service access panels shall be guarded as required by applicable portions of OSHA Regulations.

(D) Mechanical Entrapment Response Procedures:

The manufacturer shall provide mechanical entrapment response procedures for the emergency release of persons trapped in machinery. Training on the procedures shall also be provided. This requirement applies to equipment that has any potential entrapment point(s) as well as warning labels where hands, fingers or any other body parts could become caught between moving parts. A certified training record be provided detailing the personnel that have been trained on these procedures be delivered to the Bureau.

(E) Sharp Edges:

All sharp edges and corners, which present personnel hazards, shall be guarded or padded.

(F) Heated Surfaces:

Prevent heated surfaces from causing burns to personnel during operation. Warning labels should be visible for any heated surfaces.

(G) Prohibited Materials:

Some materials shall not be used in the equipment. These materials are noted in 75W-08.0-04 Restricted Materials at WCF Attachment 005, and 75D-07.0-07 Restricted Materials at DCF Attachment 008

(H) Hazardous Emissions:

Operation of the equipment shall not result in worker exposure to airborne contaminations exceeding current maximum allowable concentrations established by (OSHA) and the American Conference of Governmental Industrial Hygienists (ACGIH) standards. When the standards differ, the most stringent shall apply.

(I) Equipment Locking Arrangement:

The equipment shall be equipped with a locking arrangement that will prevent unauthorized manual or power operation. An electrical interlock shall be provided to prevent accidental starting with the mechanical lock engaged.

(J) Safety Data Sheets:

Safety Data Sheets (SDS) for all contractor supplied and specified chemicals that are part of the process shall be supplied by the contractor to the BEP's WCF EHS Branch or DCF (OEHS) Office of Environmental, Health and Safety prior to their bringing the material onto the respective site. The SDS shall comply with the OSHA, as listed in standard 29 CFR 1910.1200, with particular emphasis on paragraphs (g) and (i).

(K) Overload Protection:

Press shall be equipped with overload protection and power factor correction devices to prevent damage to its components and operating personnel.

(L) Safe-Ready:

All control stations shall include a "safe-ready" collar or equivalent. Upon turning the collar to the safe position, it shall be impossible to start the press from any other station. Console shall indicate that the particular interlock including emergency stop buttons causes the press to start or not.

(M) Emergency Stop:

Whenever an Emergency Stop is activated, the machine shall stop within one (1) second to reduce damage to the machinery and injury to personnel. An Emergency Stop may be initiated due to the

machine's internal control logic detecting an emergency situation, activation of personnel safety devices (i.e., safety curtains, cover interlocks or other devices designed to protect personnel), or by personnel manually activating an Emergency Stop Button.

Emergency Stop Buttons shall be provided at strategic locations, including the drive side of the machinery in the areas of the drive motors and delivery, to minimize the time required to reach them. Emergency Stop Buttons shall be of the pronounced mushroom type, red in color, with no raised guards to prevent accidental depression. Emergency stop buttons shall remain activated once depressed until manually reset.

(O) Energy Isolation:

Disconnect or lockout devices shall be provided and identified with signage for all sources of energy on the presses. This includes electrical, hydraulic, pneumatic, and kinetic sources of energy. All isolating devices (levers, breakers, valves, etc.) for all associated energy sources (electrical, hydraulics, pneumatics, gravity, etc.) shall be identified by a color-coded tag which indicates the type of energy source, the magnitude of the energy and an ID number. All isolating devices shall be capable of being locked out with a standard locking device and/or padlock. Stored sources of energy such as pneumatic and hydraulic forces shall be automatically bled and returned to a zero-energy state when an interlocked device (i.e., a guard or a door) is opened.

(P) UV Curing/Exposing Equipment:

All equipment with ultraviolet radiation systems shall be designed such that no operator is exposed at or above permissible threshold levels established by the ACGIH.

(Q) Hydraulic & Pneumatic Systems:

All hydraulic and/or pneumatic systems shall have functional isolation, i.e., when part of a system is operating, no other part of the system shall be adversely affected by pressure drop, flow transients, etc. All hydraulic and pneumatic equipment employed in the system shall conform to the Joint Industrial Council (JIC) standards. Hydraulic and pneumatic pumps shall be energy efficient.

(R) Laser Systems:

All equipment with laser systems shall comply with the latest version of the Laser Institute of America's ANSI-Z136.1 standard, *American National Standard for Safe Use of Lasers*, and 21 CFR 1040 and shall be designed such that no operator is exposed at or above permissible threshold levels established by the ACGIH.

(S) Industrial Ventilation:

Equipment which emits airborne contaminants which exceed permissible exposure concentrations as established by OSHA, ACGIH and National Institute of Occupational Safety and Health (NIOSH) shall be equipped with local exhaust ventilation (LEV). LEV shall be designed in accordance with the ACGIH Industrial Ventilation: A Manual of Recommended Practice for

Design, (latest edition). All industrial ventilation system parameters and design shall comply with the OSHA Ventilation Standard, 29 CFR 1910.94.

(T) Material Handling Assistance:

The equipment shall include ergonomic lifting aids for any lifting of more than 32 pounds by the operators.

C.3.1.4 Environmental Protection *(Mandatory Minimum Element)*

All equipment installed at the Bureau shall meet all local, state, and federal environmental regulations. Including but not limited to air quality, industrial solid waste, hazardous waste, and wastewater.

The equipment installed at the Bureau shall comply with the following regulations:

- Federal Regulation: Environmental Protection Agency, EPA Clean Air Act Amendments of 1990, Section 112-Air Toxics (http://www.epa.gov/air/oaq_caa.html);
- 40 CFR 403-General Pretreatment Regulations for Existing and New Sources of Pollution (<http://www.epa.gov/docs/epacfr40/chapt-I.info/subch-N.htm>);
- 30 TAC (Texas Administrative Code) - Chapters 101, 115, and 116 for Air Quality Rules and air permitting
- City of Forth Worth Code – Chapter 12.5 for Industrial Wastewater
- 30 TAC – Chapter 335 for Industrial Solid Waste and Municipal Hazardous Waste

C.3.1.5 Unscheduled Maintenance

An unscheduled corrective maintenance event is considered any time maintenance personnel must be called by the operators or when the machine is unable to operate within conformance to the product, functional or performance requirements for more than fifteen (15) minutes.

The mean time between unscheduled corrective maintenance is defined as the Mean-Time-Between-Failure (MTBF). The cash-pak and wrap system shall be designed for a MTBF of components of at least 150 hours. The MTBF will be measured during the extended operation of the system after BAT and Training.

The mean time required to perform corrective maintenance on the system is defined as the Mean-Time-To-Repair (MTTR). The machine shall have a MTTR of less than 4 hours. The MTTR will be measured during the extended operation of the system after BAT and Training. If during the extended operation of the system, the system fails to successfully demonstrate the required MTTR, the contractor shall make any and all corrective actions necessary to decrease the time required to perform maintenance or repair activities.

The MTBF and MTTR of the cash-pak and wrapping System shall be monitored monthly during the warranty period. If the system fails to demonstrate a capability to meet the reliability and maintainability requirements during the warranty period, the Contractor shall take all appropriate actions to make improvements to the system; including but not limited to design changes and/or replacement parts for the system, re-training operator and maintenance personnel, and making

recommendations to change operational procedures to enable the system to achieve satisfactory performance.

If during the last 6 months of the warranty period the system has an average MTBF less than 150 hours or an average MTTR of greater than 2 hours; the warranty period may, at the government discretion, be extended for an additional 6 months at no additional cost to the government. If the required reliability cannot be achieved after the six-month extension, a negotiated settlement will be developed.

C.3.1.6 Fault Recovery

The contractor shall provide detailed plans on each operator station detailing the step-by-step activities and corrective actions required to correct the fault condition and return to production.

The vendor shall provide information on the robustness of their control system design to enable the timely return to operation without loss of product tracking. The vendor is encouraged to provide sufficient detail to ensure a complete understanding by the government of their capabilities, experience and knowledge that will support this effort to minimize the risk of non-conformance

C.3.1.7 Preventative Maintenance

The yearly average for time utilized for preventative maintenance on the cash-pak system shall not exceed 3% of the operational time for the Cash-pak system. Major components shall have a MTTR of not more than 2 hrs. Major components shall include the labeler, oven, conveyor system, wrapping unit, delivery unit, and any other component(s) that require that the cash-pak system be down for more than two hours to remove a component for maintenance and replace it with a spare.

All Preventative Maintenance work shall be detailed within the Maintenance Manual, including all checklists, procedures, and recommendation for the time to perform based on a single 10-hour production shift over four days and two 10-hour production shifts over four days.

C.3.1.8 Manning

The cash-pak and wrap system shall require no operator intervention during sustained operation. Operator responsibility shall be limited to initiating the system and addressing miss-wrapped cash-paks and system alerts.

C.3.1.9 Spoilage

The cash-pak and wrap system shall yield at least 99% acceptable work (no plastic holes, no incorrect labels, cosmetic issues), no more than 1% spoilage.

C.3.1.10 Set-up Time

Set-up time is defined as the time it takes from when a crew begins working on the equipment until the equipment begins production, operating at full speed and meeting the quality requirements for the product.

The total time to set up the equipment to process currency shall be less than one (1) hour.

C.3.2 DESIGN REQUIREMENTS

The machine shall meet the following requirements:

(A) Size

The cash-pak and wrap system will be installed at the WCF in the area as shown in Cash-pak machine area **Exhibit 011**. The cash-pak and wrap system shall fit within an area of 50'x 200'.

The area provided shall be sufficient for the operation and maintenance of the equipment including material handling based upon maximum production rate. Maintenance access to any area of the equipment to support part replacement shall not be less than 36" (915mm); Contractor is to propose location of access doors/gates to comply with this requirement. Operator aisles for passage around the machine, with the machine in full production, shall not be less than 20" (510mm) in width within the existing DCF; 36" (915mm) for WCF.

(B) Ambient Conditions

Machinery shall be designed for normal operations under the following ambient conditions at the installation site:

- (1) Temperature: 72 +/- 3 °F (22.8 +/- 1.7 °C) (WCF is held to +/- 2 °F)
- (2) Relative Humidity: 50 +/- 5 %

(C) Utilities

The equipment shall operate with the following BEP provided utilities:

- (3) Electrical power: 480 volts, 3 phase, 60 hertz, four wire alternating current
- (4) Compressed Air: (ECF) 94 psig, Max dew point of 37.4 F, Max oil content is below 0.1 mg/m³, filtered to 1.0 micron; (WCF) 120 psig, maximum oil content is below 0.01 ppm, filtered at 0.1 microns
- (5) Vacuum: up to 20 inches of Mercury (Hg) at ECF; up to 21 inches of Mercury (Hg) at WCF. The use of compressed air driven venture pumps will be considered for low volume applications that require more than 20 inches Hg.

(D) On-Grade Installation

The machine shall be installed on a flat slab. It shall be designed to use no trenches, pits, floor covers or decking. Floor recesses may be approved by the COR at feeder and delivery ends to facilitate material handling if they are between the internal supporting structures of the machine. Floor recesses shall be no deeper than 1 inch (25 mm). Piping and wiring shall be connected internally in the system, and as necessary, routed via overhead troughs.

C.3.2.1 IT Components, Configurations and Controls

(A) Managing Cybersecurity Risks

BEP reserves the right to request the Contractor provide information related to the non-embedded IT components and how the Contractor solution may be configured or implemented for supporting management of cyber risks in accordance with FAR 39.10; compliance with Federal Information Security Management Act (FISMA) (44 U.S.C. 3544); OMB's implementing policies including Appendix III of OMB Circular A-130; and guidance and standards from the Department of Commerce's National Institute of Standards and Technology (NIST). To assist with scoping, BEP has identified the following Federal Information Processing Standards (FIPS) that are applicable to the non-embedded IT components that may be present within the Contractor solution:

- FIPS 200: Minimum Security Requirements for Federal Information and Information Systems for a FIPS 199 LOW Baseline system (Reference: <http://csrc.nist.gov/publications/PubsFIPS.html>).
- FIPS 201-2: Personal Identification Verification (PIV) of Federal Employees and Contractors; and
- Combined Treasury TD P 85-01 and BEP Minimum Standard Parameters for Unclassified Systems TD P 85-01 **Exhibit 012**.

(B) Operating Systems (OS) and Third-Party Applications (TPA)

For host operating systems (OS) of non-embedded IT components, the components shall utilize software under mainstream support by the OS Contractor. For example, if the OS is Microsoft Windows Workstation, then the solution must use a version of the operating system that is still supported by Microsoft. Similarly, if the OS is Linux based, then the solution must use a version that is actively supported by the distribution being utilized (e.g., RedHat, SUSE, Debian, etc).

The OS shall be configured using the configuration standards in accordance with NIST SP 800-70 Rev 3. Relevant configuration standards are found at <https://web.nvd.nist.gov/view/ncp/repository> with preference given to Tier 3 and 4 (SCAP validated) configuration standards with the exception that Windows 7 may only utilize the US Government Security Baseline (USGCB).

BEP recognizes that the configuration standards may not be compatible with full system functionality. To this end, the Contractor shall identify the standard selected for the OS and document any deviations from the standard required for normal operations. The Contractor shall provide baseline deviations as part of the response package or within agreed upon number of days after contract award to provide sufficient time to assess and coordinate remediation actions to minimize impact to contract schedules and efforts. The requested deviation(s) shall include the justification for the need to deviate from the setting and identify any risk mitigation either existing or planned to compensate for the deviation. BEP IT Security shall review all deviation requests and make a risk-based determination to allow or reject the request. Depending on the associated risk level for rejected deviation requests, the Contractor shall address the rejected deviation requests prior to or during the first maintenance period after system deployment.

For third-party applications (TPA) running on non-embedded IT components, the components shall utilize software under mainstream support by the TPA Contractor. For example, if the

solution required the use of Microsoft Office, then the solution must use a version of Microsoft Office that is still supported by Microsoft.

For third-party hardware and peripherals of non-embedded IT components, the components shall utilize hardware and peripherals that are supported and maintained by the third-party equipment or hardware Contractor. This shall include being able to obtain replacement or spare parts for the components from the Contractor.

For components identified as obsolete, the contractor shall coordinate the replacement or upgrade such that the process is completed a minimum of 6 months prior to the expected date of obsolescence. For these special cases, the contractor shall provide the procedures to execute in order to perform the replacement or upgrade of the identified obsolete component(s) and return the system to operational capacity.

Obsolete shall be interpreted as no longer supported by the hardware or software Contractors or third-parties to include but not limited to hardware components no longer being manufactured, or software end-of-life.

Computer systems located in production or hazardous areas shall be housed in NEMA-12 rated enclosures to protect equipment from dust (and splashing liquid).

(C) Standard Operating Processes/Procedures

Non-embedded IT hardware and software components shall be included in the overall equipment preventive and operational maintenance (O&M) processes and schedules to include replacing or upgrade obsolete and worn components. For normal hardware and software preventive and O&M processes, the contractor shall provide standard operating procedures (SOPs) that include, at a minimum, the procedures for backup and recovery, installation, and configuration of TPA's, and the deployment patches and updates for the OS and TPA's.

Notes: For workstation-class components, backup processes may leverage the BEP Acronis application to make images of system and data drives. For server-class components, backup processes may leverage the enterprise common vault backup services.

(D) Network Connection

All components attached to the BEP Local Area Network (LAN) shall support Gigabit Ethernet (10/100/1000Mb/sec) and TCP/IP protocols. Network interface cards (NIC) shall support 10/100/1000Base-Tx/RJ-45 connections. If utilized, Simple Network Management Protocol (SNMP) enabled equipment shall support SNMPv.3.

All physical network connections and addressing to and from the BEP network (not within networks of embedded systems) shall be initiated and maintained by the Office of Information Technology (IT) Operations. The Contractor may assume that they will be provided IP addresses within the same class C network for connectivity to the BEP Network. If a secondary, internal network is used, the contractor shall not utilize addresses in the 10.0.0.0/8 range but shall use IP addresses that are compliant with RFC 1918 for IPv4/IPv6 addresses. The contractor will coordinate with OITO on this address space assignment to verify that the addresses and networking

configuration do not conflict with existing network configurations. In accordance with BEP Directives, this acquisition requires all functionality, capabilities, and features of non-embedded IT components to be supported and operational in both a dual-stack IPv4/IPv6 environment and an IPv6 only environment. Any IT component or system utilizing a second internal network for connecting to a machine network must use a separate NIC for such a connection and is considered an embedded IT component or system; as such this component is exempt from the “IPv6 only” requirement as it relates to this separate NIC because the machine network may use “IPv4 only” or a proprietary protocol.

(E) Database Connection

The Contractor solution shall provide for the ability to send data to the BEP Database management systems (DBMS). The DBMS is currently Oracle version 12.1 as of this writing. The Contractor solution shall be able to get raw PLC data to Oracle 12.1

(F) Backup and Recovery

All production systems shall be specified with backup and recovery mechanisms and standard operating procedures. The contractor shall provide SOP and support to allow BEP to establish at a minimum backups capability consisting of at least three separate backups, Grandfather, father, son; two (2) copies of each backup, one of on-site storage and one for off-site storage; store on non-volatile media. The contractor shall assume that BEP is responsible for coordinating the storage of the off-site backups.

(G) Fault Tolerant System Design

All Computer systems critical to the continuous operation of the equipment (i.e., the equipment will not operate without it running) whether internal or external to the equipment, should have some form of high availability built into the design of the systems. High Availability describes a computer system or component designed in a manner to maintain a high degree of uptime and ease system restoration in a failure. Specifically, systems are designed in a way to ease the replacement of entire systems or system components in the event of a failure. (i.e., hard drives are easily accessible and replaceable; computer systems are easily accessible for inspection or replacement.)

C.3.2.2 Uniformity

All equipment delivered to the BEP under the terms of this contract shall be of the same type, model, software version etc. Any changes that are made to the machine or support systems, including software shall be retrofitted onto previously accepted system(s) under this contract. The installation of changes on a machine previously accepted shall not occur until after the change has been proven during a BEP Acceptance Test.

C.3.2.3 Component Access

Components that require regular service, such as motors, pumps, etc., shall be located to facilitate maintenance and repair. Access to these parts shall not take more than 15 minutes by no more than 2 persons. All enclosures, which conceal gears, shafts, bearings, etc., shall be accessible without the requirement of dismantling or removing of sub-units or components.

Sub-assemblies that require frequent adjustment, maintenance, replacement and repair, such as main motor, banding units, numbering blocks, note counters, sealing bars, etc., shall be of modular design to facilitate easy and quick replacement.

C.3.2.4 Programming - Interrogation (PI)

A Programming-Interrogation (PI) unit shall be provided with the machine to allow trained maintenance personnel to perform diagnostic, maintenance and support services with all embedded electronics; PLCs, PCs, Linear Drives, etc.

The PI shall be capable of accessing all programs in use on the machine, cloning hard drives, making back-up copies, modifying programs, and interrogation of control functions. The PI shall be software password locked to ensure against unauthorized access. The PI shall be provided with all necessary applications to interface all control systems, all source/project files, and all parameter listings for individual units.

C.3.2.5 Drive Controls

The main electrical drive of the machine shall have infinitely variable speeds. The range of the drive speed shall be from a crawl speed to the maximum operational speed. The speed shall remain at the set point within +/- 1%. Variations in speed of any preset value between no load and full load shall not affect the performance of the machine or any subsystem. The main drive motor shall be selected for high efficiency and continuous operation without overheating.

Upon initiation of the start button, the electronic drive controller shall immediately monitor all system circuits. When the machine is ready for operation, it shall initiate a safe starting sequence and then terminate it when the machine reaches a set minimum operating speed. Manual controls shall be provided for adjusting the operating speed upon completion of the starting sequence. A manual speed increase function shall be selectable via a selector switch.

C.3.2.6 Locking Arrangement

The machine shall incorporate the ability for the operators to secure the system to prevent powered and manual operation without operator authorization.

C.3.2.7 General Design and Construction Requirements

(A) Bearings

Bearings shall be selected to a minimum American Antifriction Bearing Manufacturers Association (AABMA) L₁₀ life of fifty thousand (50,000) hours. Bearing load capacity, including applicable safety and life factors as recommended by the bearings manufacturer, shall be equal to or greater than the maximum bearing load under specified operating conditions of the system.

(B) Castings

All castings shall be of uniform quality, free of blowholes, porosity, hard spots, shrinkage defects, cracks, or other injurious defects. Materials, strength, and other physical properties of castings shall be adequate for the intended use. Under no circumstances shall a defective casting be used.

(C) Welding, Brazing and Soldering

Welding, brazing, and soldering shall be performed in accordance with American Welding Society (AWS) standards and codes. These operations shall not be employed as repair measures for defective parts. For any hot work permit follow the WCF 75W.04.0-02 Hot Work Permit **Attachment 006**.

(D) Surface Treatments

All equipment surfaces subject to rust, corrosion, galvanic action, or other deterioration shall have an appropriate protective treatment (surface finish) such as painting, plating, lacquering, anodizing, etc. This treatment shall be done in accordance with American Society for Testing and Materials (ASTM) standards.

(E) Gears

All gears shall be designed for a minimum service life of fifty thousand (50,000) hours and shall be in accordance with American Gear Manufacturers Association (AGMA) standards. Provisions shall be made to ensure that the gears are aligned prior to meshing of any gear set.

(F) Lubrication

The system shall utilize an automatic lubrication system(s). All automatic lubrication systems shall operate according to an adjustable time cycle, based on the running of the system. Automatic lubrication systems shall have indicators and interlocks to indicate the need for service and filling. Recommended lubricants shall be identified within the maintenance manual. All bushings and other surfaces with sliding contact shall have provisions for lubrication.

Lubrication points shall be available for servicing without the removal or disassembly of components. Effective means shall be provided to ensure against the contamination of the production environment by lubricating and/or hydraulic oil.

C.3.3 SUPPORT MATERIALS AND SERVICES

The Contractor shall provide the following materials and perform the following services under this contract to support the installation, testing, startup, and placement into operations the cash-pak and wrapping system.

C.3.3.1 SECURITY REQUIREMENTS *(Minimum Mandatory Element)*

The Contractor shall comply with all policies, regulations, requirements, and instructions from the Bureau's Office of Security. In addition to those requirements within section H, the contractor shall:

(A) Safeguarding Government Furnished Materials:

Under the performance of this contract, the BEP will 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.3.3.2 ON-SITE SERVICES *(Minimum Mandatory Element)*

All services to be performed on-site within the BEP shall be performed in a manner consistent with the BEP's Environmental, Health and Safety (EHS) policy and applicable EHS laws, regulations, and other applicable requirements. The contractor shall abide by all applicable requirements within the attached document, 75D-07.0-04 EHS Contractor Requirements for DCF, **Attachment 003** and 75W-08.0-02 EHS Contractor Requirement for WCF **Attachment 004**.

C.3.3.3 TECHNICAL DOCUMENTATION

The contractor shall provide the BEP with accurate, complete, and current technical documentation of the machine, including all supporting equipment. The documentation shall include engineering drawings, bill of materials, operation and maintenance manuals, and purchase component information.

One (1) complete set of documentation shall be provided in electronic format upon delivery of the first machine to the BEP. The set shall be provided on Compact Disk – Read Only Memory (CD-ROM). The files shall enable the BEP to copy the data onto servers for access not only on the machinery but also for engineering, maintenance, and operations personnel via the BEP's intranet.

The contractor shall also be responsible for providing updates, whenever changes or modifications occur during the term of this contract. The contractor shall supply technical data covering the system, support equipment, optional equipment (if exercised), and any other equipment/items delivered to the BEP under this contract.

In the event the equipment is to be furnished by firms whose standard technical documentation does not use the English language or engineering terminology commonly used in the U.S., the aforementioned technical documentation shall be modified as follows:

- All documentation shall be provided in the English language, including drawing titles, part names, material specifications, manufacturing processes, heat treatments, finishes, or any other notations necessary for manufacturing the part. It will not be necessary to translate metric (SI) measurements into inch or foot measurements.
- If standard systems are employed to designate dimensional tolerance, surface textures, heat treatments, or coatings, comprehensive explanations of systems shall be in sufficient detail to be readily understood by American manufacturers.
- Any international standards (ISO and DIN) referenced shall be provided translated into the English language.

(A) Engineering Drawings

Drawings covering the entire machine, support equipment and any other equipment delivered under this contract shall be provided; mechanical, electrical, hydraulic and/or pneumatic; and shall include individual parts, subassemblies, and assemblies. Drawings for all individual parts, detail drawings, shall show the form, fit and function of the part, materials utilized, and any manufacturing process information required for the BEP to reproduce the part in an emergency. Detail drawings shall reference their respective subassemblies and assembly drawings.

Drawings shall be provided as raster images in TIF (.tif) electronic format. If generated via a Computer Aided Drafting (CAD) system, the drawings shall also be provided as vector images in AutoCAD or SolidWorks (.dwg) electronic format.

Each drawing shall be a separate independent file. Drawings that consist of multiple pages shall be supplied as a single file. Drawings shall be scanned at an industry standard resolution not finer than 200 x 200 dpi. Consultative Committee for International Telegraphy and Telephony (CCITT) Group 4 (2d) Fax standard for compression shall be used. All drawing images shall be supplied free of scanning or conversion defects. Images shall be cropped to the border of the drawing with no outside white remaining. Images shall be straightened and oriented so that the title block is located on the lower right corner. The technical rights the BEP obtains under this contract to the drawings shall be annotated on the images.

The BEP utilizes the properties tab fields for the purposes of sorting and incorporating inventory information with part drawings. All TIFF (.tif) image files provided shall include the following fields within the property's summary tab available for utilization by the BEP: Author, Keyword, Comments, Title and Subject.

Files shall be identified using the drawing number as the title. A separate folder shall be provided for each logical group of assemblies.

(B) Bill of Materials

A fully indented Bill of Materials (BOM) covering the entire machine, support equipment and any other equipment delivered under this contract shall be provided. The BOM shall annotate all purchase components, recommended spare parts and consumables. The BOM shall be provided as a single PDF document or MS-Excel file.

(C) Purchase Component Literature

All literature on purchase components utilized on the machine, support equipment and any other equipment delivered under this contract shall be provided. At a minimum, the Original Equipment Manufacturers (OEM) brochures and/or manuals shall be provided. All purchase component literature shall be provided as PDF documents.

(D) Operation and Maintenance Manuals

Operation and maintenance manuals shall be provided for the machine, support equipment and any other equipment delivered under this contract. Manuals shall, via text and graphical

illustrations, address all the requirements necessary for operation and maintenance personnel to operate and maintain the equipment without prior training. A list of trouble-shooting procedures should be available for quick reference to identify malfunctions. One electronic copy in Adobe intelligent PDF format or MS-Word shall be provided. This copy shall have links added from the table of contents, list of figures and an index, if available, to the referenced pages. Any internal table of contents or references to figures shall be linked to the referenced page or figure. In addition, the contractor shall add bookmarks to the PDF files for all major headings. The manuals shall include a listing of all codes/programs used in the equipment and include a section devoted to safety, health, and environmental topics. The manuals shall detail all safety functions and locations.

(E) Electronic Database Documentation

A complete detailed design document for the Data Collection System (DCS) and all subsystems shall be provided. The documentation shall include a complete listing of all database tables, entity-relationship diagram (ERD), all calculation items, interface points, DCS functions and processes, process flow diagrams, hardware and software configurations and a glossary of all terms and entries.

C.3.3.4 SITE PREPARATION PLAN

The contractor shall supply no later than sixty (60) days after award of the contract, complete and accurate site preparation plan and drawing in sufficient detail to allow the BEP to prepare the site for the machinery, support equipment and any other equipment delivered under this contract. The site preparation information shall include the following information at a minimum: equipment layout (plan and elevation views), floor loading, utility requirements, location of utility connections, required clearances around the equipment for operation and maintenance, location of mounting points and bearing area, static and dynamic loading of each mounting point, dynamic loading frequency. Utility information provided shall include the required amperes, power factor, largest motor HP rating, connection locations, and requirements such as flow rates, temperatures, pressures, differential temperatures, differential pressures, power requirements, voltage, frequency, phases, diversity factors, and heat load. This data is to be supplied in Auto-CAD (.dwg) format or in the Solidworks (.prt, .asm., drw, or .iges) electronic formats.

3.3.4.1 The Contractor shall provide labor and materials to analyze, design, document and installation as listed below:

3.3.4.1.1 Provide all power and electrical requirements. The Contractor shall determine if existing power is adequate for the new equipment, document the recommendation, and install a new electrical panel as required.

3.3.4.1.2 Provide utilities (compressed air, vacuum, chill water) from nearby locations as needed.

3.3.4.1.3 Provide exhaust system for the equipment and connect to existing vent ducts.

3.3.4.1.4 Provide metering for the new equipment. This project will require the installation of a meter for Compressed Air, Vacuum, Electrical and Chilled Water (as needed).

3.3.4.1.5 The project shall be designed and constructed to include all utility features including conduit, wiring and any other required electrical accessories.

3.3.4.1.6 Federal Law requires that each building constructed or altered by any federal agency shall, to the maximum extent feasible, be in compliance with one of the nationally recognized model building codes and with other applicable nationally recognized codes. Specific codes required by this project are the International Building Code, the NFPA Life Safety Code and the National Electric Code. Other codes may be required as appropriate for the work.

3.3.4.1.7 The Contractor's design proposal shall include Final Design submittals. The design proposal shall be reviewed and accepted by the BEP prior to any construction activities.

3.3.4.2 The Contractor shall install security fencing around the perimeter of the equipment area to ensure access and clearance. This requirement shall be closely coordinated with Security, Facilities and Production offices at the WCF. The security fencing aims to enhance safety, prevent unauthorized access, and protect valuable assets within the production area.

3.3.4.2.1. The contractor shall prepare shop drawings to indicate all fence panels, sliding gates and turnstiles. All Dimensions Must Be Field Verified Prior to Fabrication

3.3.4.2.2 Fencing Specifications: The security fencing materials should be durable, tamper-proof, and resistant to corrosion.

The following materials are recommended:

- a. Fence panels: Sturdy steel metal panels:
 - Wire: 6-gauge steel wire woven into 2" diamond mesh securely clinched into 1.5" x 0.75" channel frames
 - Vertical Frames: 0.375" bolt holes 18"O.C.
 - Joints: Mortised & tenoned
 - Center Reinforcing Bar: 1.5" x .75" channel tenoned to side frames
 - Center Reinforcing Bar: All wires passed through the center bar
 - Flat Bar Posts: 0.3125" x 2.5" / with 0.375" bolt holes to match
 - Top Capping Bar: 3" x 4.1 lb. channel with 0.3125" 'U' bolts 1'6" O.C. May be anchored to ceilings
 - Corner Posts: 1.75" x 1.75" angles with .375" bolt holes to match the partition
 - Floor Sockets: 2.5" high cast aluminum with set screw adjustment
 - Bolts, Hardware + Accessories: Included
 - Finish: Electrostatically sprayed powder coated finish (match existing color at WCF)
 - Height: 8' standard size panel
- b. Posts: Robust steel metal posts with a thickness appropriate to support the fence panels.
- c. Gates: Secure gates with self-closing hinges and lockable mechanisms.
- d. Fittings and fasteners: High-quality fittings and fasteners suitable for the chosen materials.

3.3.4.2.3 Dimensions: The dimensions of the security fencing should be determined

based on the specific requirements of the production floor. The following guidelines are suggested:

- a. Fence height: Minimum height of 8 feet to deter climbing or unauthorized access.
- b. Panel spacing: Panels should be installed with minimal gaps to prevent squeezing or intrusion.
- c. Gate size: Wide enough to allow for the movement of equipment and personnel. Recommended width is at least 8 feet (2.4 meters).

3.3.4.2.4 Installation Process: The installation of security fencing should be carried out by qualified professionals with experience in installing similar systems. The process should adhere to the following guidelines:

- a. Site preparation: Clear the designated area of any obstructions, debris, or potential hazards that may impede the installation process.
- b. Marking and positioning: Properly mark the locations for fence posts, gates, and any additional access points, ensuring even spacing and alignment.
- c. Secure installation: Securely attach the fence panels to the posts, ensuring they are level and properly aligned. Reinforce with appropriate fittings and fasteners.
- d. Gate installation: Install gates at designated entry and exit points, ensuring smooth operation and secure locking mechanisms.
- e. Inspection: Conduct a thorough inspection of the installed security fencing to ensure structural integrity and compliance with safety standards.

3.3.4.2.5. Safety Considerations: During the installation process, prioritize the safety of workers and the uninterrupted flow of production. Adhere to relevant safety regulations and standards, including providing appropriate personal protective equipment (PPE) to workers involved in the installation.

3.3.4.2.6. Compliance: Ensure that the installation of security fencing adheres to local building codes, regulations, and any industry-specific standards.

3.3.4.2.7. Documentation: Maintain comprehensive documentation of the installation process, including plans, specifications, certifications, and warranties. Keep records of maintenance activities, inspections, and any modifications made to the security fencing system.

C.3.3.5 SPECIAL TOOLS

Each machine shall include a complete set of any special tools required to service and/or maintain the equipment in operation. Special tools are any items, devices, tools, diagnostic software, fixtures and/or gauges required to operate or maintain the machinery including ancillary equipment. All special tools for the Counters, gauges for zeroing linear axis or any “Machine Operator Tool” sets shall be provided. A complete listing of all special tools to be provided with the cash-pak and wrapping system shall be included in the operational and maintenance manuals.

C.3.3.6 SHIPPING, DELIVERY AND INSTALLATION

The contractor shall provide all materials and services to crate, ship, deliver, assemble, install, start up, test and turn over to the BEP all equipment to be delivered under this contract. The contractor shall crate and ship to the BEP site, deliver the components to the site, uncrate and remove any

packing materials, set up the equipment, connect to BEP utilities, start up the equipment, perform testing to ensure contract compliance and turn the equipment over to the BEP for operation (i.e. Turn-Key Installation).

Additional requirements for delivery and installation are covered in section B.2 of this contract.

C.3.3.7 WARRANTY

The contractor shall provide the following warranties.

(A) Warranty

Warranty shall include materials and labor for the repair or replacement of defective parts and service at the installation site for a period of at least two years (24 calendar months) after the BEP's final acceptance of the equipment.

During the warranty period, the contractor personnel shall respond to a service call within 72 hours or less, and have spare parts and materials, if required, for the service call. The contractor shall provide all necessary information for the COR to make service contacts, i.e., names, addresses and telephone numbers. Upon completion of a service call, the contractor shall furnish a report, in English, documenting the work performed and any recommendations, including preventative maintenance, to lessen the potential of a future occurrence.

During the warranty period, the contractor shall collect and analyze data that demonstrates the productivity, reliability and maintainability of the equipment, identifying areas that are not meeting expectations and providing recommendations for improvements, including potential changes to components, software and/or operational procedures. Data shall be presented to the BEP in the form of a Monthly Report. Data collection shall be orchestrated to maximize efficiency and reliability, while minimizing personnel entry. The contractor shall maximize the utilization of data collected by the cash-pak and wrapping system. The contractor shall be responsible for integrating any data required for successful implementation. The contractor shall prototype the data collection, analysis and report during the FIT and BAT.

(B) Spare Parts

The BEP has included an option to purchase spare parts for the machinery by ordering parts from the Spare Parts Listing supplied by the contractor. Each individual spare part ordered and delivered shall bear a tag with the manufacturer's part number. Any parts not identified properly will be returned to the contractor for correction at the contractor's expense.

Parts Warranty

A one-year (12 calendar months) warranty shall be included on all parts from the time the parts are removed from BEP stock to be used on the system. The BEP agrees that the total time from when the part was received from the manufacturer into stock cannot exceed 24 months.

C.3.3.8 TRAINING

(A) Operator Training

Training of operator and maintenance personnel shall be sufficient to enable BEP personnel to operate and maintain the equipment, meeting the Productivity, Reliability and Yield (Spoilage) requirements. The instructors shall perform any testing required to certify operators and maintenance personnel as being qualified on the system. Training shall last 8 ½ hours and correspond to the start and stop times for operational shifts of the BEP; Days (6:30 am – 3:00 pm).

The training session may have six (6) to eight (8) BEP personnel in attendance. A class shall be scheduled to ensure that all BEP personnel are properly trained on the system.

Training shall be based upon the information included in the equipment's operation and maintenance manuals any other supplemental devices and information that the contractor and BEP jointly deem necessary for the satisfactory training.

Training shall be sufficient to adequately prepare the operators to safely run the machine by themselves while meeting the production requirements. Operator training shall include related safety, health, and environmental topics such as those outlined in section 8 of this SOO.

(B) Maintenance Training

The contractor shall conduct training classes for all maintenance personnel on the machine, including subsystems and supporting equipment. BEP Electro-Machinists are cross-trained Electricians-Machinists and shall be trained in both the electrical and mechanical maintenance of the system. Training shall be sufficient to adequately prepare maintenance personnel to support the machine, including debugging problems or incidents, by themselves meeting the unscheduled corrective maintenance and preventative maintenance requirements to support the productivity requirements of the system. One (1) Maintenance Class shall be provided, each lasting at least one (1) day in length for each type of training consisting of Electrical and Mechanical.

C.3.3.9 TESTING

The contractor shall perform a Factory Inspection Test (FIT) and Bureau Acceptance Test (BAT) in accordance with the requirement in Section E – Testing and Acceptance on each machine delivered to the BEP. The contractor shall submit for review and approval, a plan for how they propose to demonstrate compliance with the requirements. The test plan shall be in accordance with the requirements within Section E.

The test plan will be established after award of the contract. The contractor shall review the preliminary BEP test plan and shall submit their detailed response to the BEP for review.

The duration of the FIT is expected to be two (2) working days, of which one (1) day will require production work. Since BEP items of reproduction (i.e., test notes) may be present for the performance of the FIT, the contractor shall submit in conjunction with their detailed Test Plan, a Security Plan how they will address the Security and Accountability requirements within section H to safeguard BEP items during the preparation and performance of the FIT.

The duration of BAT is expected to be two (2) working days, of which one (1) day will require production work.

Final acceptance of the equipment will occur following successful operation by BEP personnel of the equipment in production for at least (six) 6 months without any problems or failures in full compliance with the requirements within this contract.

C.3.3.10 START-UP ASSISTANCE

After completion of the Testing and Training, the contractor shall assist the BEP in the transition of the equipment into full production with “live” product. The BEP will operate the machine for a six-month period (Extended Run), during which the machine is to demonstrate the require Performance Requirements (Production, Spoilage, Mean-Time-Between-Failure and Mean-Time-To-Repair).

This assistance shall include on-the-job-training of BEP’s personnel in all the possible operation and maintenance functions.

If possible, the Instructor, Assembler/Mechanic and Programmer/Electrician assigned to be at the BEP shall be the same personnel for conducting the training sessions with BEP personnel on the respective areas. Assistance shall be given in English. The personnel shall have the following qualifications:

- Instructor: Full knowledge and experience on the operation of the system and ability to train BEP personnel on all aspects of the machine.
- Assembler/Mechanic: Full knowledge and experience on the mechanics and maintenance needs of the entire system and ability to train BEP personnel how to maintain all mechanical aspects of the machine.
- Programmer/Electrician: Full knowledge and experience on the electronics, drive and electrical systems on the system, and ability to train BEP personnel how to maintain all electrical aspects of the machine.

C.3.3.11 PROJECT MANAGEMENT

During the performance of this contract, the contractor shall coordinate with the BEP on the design, fabrication, assembly, testing, shipment, delivery, startup and acceptance of the system machinery and performance of all services, as well as provide the BEP with information on the status of the work being performed.

After delivery of the machinery to the BEP, the contractor’s project manager assigned to oversee the installation and testing of the machines shall be responsible for meeting with BEP personnel and making decisions on requests from the BEP. The project manager shall be always available while work is being performed within the facility.

Design Review Meetings: Four (4) meetings shall be scheduled between contract award and the Factory Inspection Test during the performance of the base contract for the first system. The agenda for each meeting shall be generated by the contractor and submitted to the BEP for review and concurrence no later than three (3) weeks prior to the scheduled meeting. Topics for the meeting shall be a review of the schedule, design, fabrication, performance and testing for the

system. Two (2) meetings will be held at a contractor's site and two (2) meetings will be held at the BEP's facility. On optional systems, at least two (2) meetings shall be scheduled. The first meeting shall be used to discuss known problematic areas. The contractor will receive data and suggestions from the BEP on proven high failure functions and perceived design flaws.

At the first design review meeting, the Contractor shall provide a detailed Work-Breakdown-Structure (WBS) and Schedule for the project for review and discussion. The WBS and Schedule shall be maintained during the performance of the project, with periodic updates to the BEP.

Factory Inspection Tests (FITs): The Factory Inspection Test (FIT) of each machine to be performed at the contractor's facility prior to authorization for shipment shall be a major milestone on the contractor's schedule. The contractor shall build into their schedule no less than three (3) weeks after the completion of the FIT to receive notification from the BEP for authorization to disassemble the system for crating and shipment.

C.3.3.12 CONTRACTOR PROVIDED MATERIALS

Any other materials, other than the Government Furnished Materials (GFM) specified in H.11 required for successful operation of the equipment shall be specified by the contractor and an initial batch of the materials shall be provided by the contractor with the first cash-pak and wrapping system being provided.

Contractor Provided Materials shall include all items, parts, or devices that are not intended to last longer than 12 months in operation. Feeder sucker disks, Palletizer suction cups and felts for the knife clamps are examples of consumable materials that shall be included in the Contractor Provided Materials listing.

The initial batch shall be sufficient for one year of operation of the cash-pak and wrapping system, 240 working days - 24 hours per day operation. The initial batch shall be in addition to that supplied by the contractor for startup and testing of the system prior to final acceptance.

The contractor shall provide a specification for each material furnished in English. Specification supplied by the contractor shall be complete to allow the BEP to competitively procure the materials in the future. If the materials are proprietary to the contractor or a specific manufacturer; the justification for use of only the proprietary material shall be provided.

Materials with specific storage requirements to maintain their shelf life shall be identified and the storage requirements included in the material specification. Materials with less than 1 year shelf life shall be furnished no more than quarterly. Materials with a shelf life of 1 year or more shall be supplied with the first delivery.

The specification and SDS (Safety Data Sheet) shall be provided for each contractor proposed materials no later than 90 days prior to FIT on the first system. Materials shall be reviewed and approved by BEP's WCF EHS Branch and/or DCF (OEHS) Office of Environmental, Health and Safety prior to their bringing the material onto the respective site. Materials not approved shall not be brought on to the site and consequently not used on the system. In this case, alternative materials shall be proposed.

TECHNICAL EXHIBIT 1 – DELIVERABLES

SOO Paragraph	Deliverable	Frequency Due Date	Recipient	Deliverable Format
C.3.1 System Requirements	Conduct a site visit to witness our current process and provide feedback regarding the design system.	TBD	COR	PDF document or MS-Word file
C.3.3.3 Technical Documentation	Bill of Materials	TBD	COR	PDF document or MS-Excel file
C.3.3.3 Technical Documentation	Purchase Component Literature	TBD	COR	PDF document or MS-Excel file
C.3.3.3 Technical Documentation	Operation and Maintenance Manuals	TBD	COR	Adobe intelligent PDF format or MS-Word
C.3.3.4 Site Preparation Plan	Site preparation plan	60 Days after contract award	COR	Auto-CAD (.dwg) format
C.3.3.5 Special Tools	Complete listing of all special tools	TBD	COR	Adobe intelligent PDF format or MS-Word
C.3.3.7 Warranty	Service Call Report	Each Occurrence	COR	PDF document or MS-Word file
C.3.3.7 Warranty	Service Call Report Monthly Report	Monthly	COR	PDF document or MS-Word file
C.3.3.9 Testing	Test Plan	TBD	COR	PDF document or MS-Word file
C.3.3.11 Project Management	Design Review Meeting Agenda	TBD	COR	PDF document or MS-Word file
C.3.3.12 Contractor Provided Materials	List of Contractor Provided Materials	TBD	COR	PDF document or MS-Excel file

C4. OPTIONAL PURCHASE

The contractor shall provide the following upon the government's request:

C.4.1 REPACK OPTION UNIT

The BEP intends to purchase an offline system for remediation of bricks. The bricking unit shall have the capability of sealing 4,000 note bricks in accordance with BEP specifications. See section C.2.4 for details on currency bricks produced by BEP.

The bricking unit shall have the ability to wrap and seal bricks. BEP currency bricks use a single layer of Polyvinyl Chloride (PVC) material. Currency four (4) bricks are hand loaded onto the proposed systems conveyor belt manually.

The bricks shall have to be driven inside the plastic former, an iron sealing bar is then used to seal both ends of the brick. A conveyor belt shall take the wrapped brick inside the oven with an adjustable temperature up to 200 degree Celsius.

Breathing holes shall be punched on top of the film to allow hot air escape.

Sealing bar dwell-time is adjustable from 0.1 second to 4 seconds and the oven dwell-time is adjustable from 5 seconds to 20 seconds.

The first repack option unit shall be delivered to the Bureau of Engraving and Printing (BEP) Western Currency Facility (WCF). The second repack option unit shall be delivered to the BEP Washington D.C. Facility (DCF).

C.5 CONTRACTOR QUALIFICATIONS & RESOURCES

The Contractor shall furnish plans, including documentation on their qualifications and resources, for providing and supporting the equipment. The BEP intends on utilizing the equipment for the entire design life in daily operation. Critical to the BEP's long-term utilization of the equipment is the Contractor's capabilities, resources, and plans to support the system.

The Contractor documentation shall include their strategic plans, procedures, activities, resources, and infrastructure to provide a quality machine on time, provide the materials and services to support the development, fabrication, testing, installation, start-up, and training on the system to the BEP, and provide services to support the system during the entire life of the system.

C.6 DELIVERY

The delivery shall be two (2) years and three (3) months from the time after contract award.

[END OF SECTION]

SECTION D – PACKAGING AND HANDLING

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

D.1 Notice of Packaging Slip Requirements:

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

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

D.2 General Items – Information Required for Each Shipment:

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

D.3 Line Items – Information Required for Each Line Item Included in the Shipment:

- Manufacturer Product Identification – Item Number assigned by manufacturer/supplier.
- Quantity Ordered – Quantity on the purchase order or unit of measurement.
- Quantity Shipped – With the packing slip.
- Quantity 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 vendor shall ensure that all items shipped to the BEP are properly labeled. Items may include but not be limited to closed containers, sealed boxes, wrapped packages, or strapped palettes. Failure to adhere to the packing slip and shipping label requirements could result in shipment rejection, processing delay, and payment delay. **

[END OF SECTION]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 FAR CLAUSE 52.252 2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

CLAUSE NUMBER TITLE DATE

52.246-2	INSPECTION OF SUPPLIES—FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 INSPECTION AND ACCEPTANCE

The following details the means for testing and acceptance of the presses, support equipment and any other equipment delivered under this contract.

In order for the systems to be acceptable to the Government, the equipment must meet all requirements outlined in Section C of the contract. If the equipment does not meet the requirements as outlined in Section C, then the systems will be deemed unacceptable. Therefore, final acceptance and payment for each system will not be made until the Bureau has fully accepted the systems.

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

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

(1) Testing

The system will be tested at the contractor's facility (Factory Inspection Test – FIT) prior to the BEP authorizing shipment of the system for installation. Acceptance testing (Bureau Acceptance Test – BAT) will be performed at the BEP after installation and startup of the system for acceptance.

All testing shall be performed in the presence of BEP personnel (either in person or virtually) and according to the established test plan for the system.

(2) Place of Inspection

The system will be tested and inspected at the contractor's facility during the Factory Inspection Test (FIT) and after installation and start-up at the BEP the system will be tested during the Bureau Acceptance Test (BAT).

(3) Test Plan

The final FIT/BAT Test Plan will be established after award of the contract. The contractor shall review the draft test plan, **Exhibit 10** create and submit for BEP review and approval the detailed testing procedures and daily/hourly testing schedule for all testing to be performed.

The contractor's first draft of their detailed Test Plan shall be submitted fifteen (15) days prior to the first Design Review Meeting so the plan may be discussed during the meeting. The Final Test Plan shall be submitted fifteen (15) days prior to the FIT Coordination Meeting for approval. A Security Plan for the safeguarding of BEP furnished materials or items of reproduction shall be submitted for review and approval by BEP's Office of Security prior to award of the contract and prior to the receipt of any U.S. securities as per section H.22.

The contractor shall demonstrate equipment conformance with all requirements during FIT and BAT. Testing may be performed by one of four (4) methods. The contractor shall propose the testing methodology for each requirement. Conformance may be demonstrated by:

A. Certification

Written documentation for design elements or any other requirements that cannot be reasonably tested or demonstrated during the performance of test shall be provided. Certifications shall be supplied on company letterhead, signed by officer with responsibility for the design of the equipment.

B. Visual Inspection

Visual inspection or verification of a requirement that does not require demonstrations or witnessing during the production run.

C. Demonstration

Demonstration shall be used for any requirement that can only be verified while the equipment is not in operational mode or for which demonstration during operational mode would interfere with the operation of the equipment.

D. Dynamic Inspection

Dynamic Inspection applies to any requirement that can be demonstrated or witnessed while the equipment is in an operational mode and does not impact the performance of the equipment.

An Excel Spreadsheet referencing every requirement in the contract shall be created by the BEP Office of Production Engineering (OPE). Within the spreadsheet, for each requirement the following shall be specified:

- A. Testing Methodology
- B. Procedures for Test
- C. Day/Time of test

The spreadsheet will be used to track all requirements.

Certification document(s) shall be supplied to BEP on or prior to conducting any testing. A universal certification document for all systems is acceptable.

All sampling of performance measurements shall be demonstrated via the following: ($3\sigma <$ specified measurement tolerance). Where σ = standard deviation of the samples. The sampling

plan shall be sufficient to provide an appropriate confidence that the equipment operates as specified.

For complex systems, overall reliability can be verified to the Bureau by certification(s) and/or demonstration(s) of the reliability of individual system components. This approach is recommended in the case of highly restrictive requirements or for systems that demonstration of the entire system reliability would require testing far beyond the intended testing time frame.

The production run on the equipment required the production of a specific quantity of sheets within a specific time period. During the production run, the spoilage and print registration will be tracked for analysis.

Each machine will be tested independently and acceptability will be solely based upon the performance of the individual machine to meet the requirements specified in the contract.

Prior to the testing, the contractor will process sheets to ensure the machine is ready for the performance of the test. Contractor will notify the COR when testing is to begin.

If for reasons beyond the control of the Bureau and contractor testing cannot occur on a given day; testing will be arranged to be performed on the next available day.

The test plan shall specify how testing will be performed. The test plan can be changed by mutual agreement between the Bureau and contractor.

During production runs all cabinets, panels and covers shall be closed. No test or diagnostic equipment shall be permitted to be connected to the system.

System shall be operated by the number of personnel required. Additional personnel as observers or for specific data collection may be allowed but these individuals may not assist or operate the system.

All production runs shall be conducted as if they were actual production runs. BEP will not interfere with the continuous operation of the machine during the production runs. However, samples (sheets, straps, bundles, bricks or cash-paks) may be required. If the BEP notices an issue with the system or operation of the system that would void the testing results, the BEP will notify the contractor's representative to stop operation.

(4) Factory Inspection Test

The purpose of the Factory Inspection Test (FIT) is to ensure that all functions of the press will conform to the specified requirements in the contract, prior to authorization for the vendor to deliver the press to the BEP. The BEP will only furnish the items listed as inputs that the government will provide for the operation. The contractor shall supply any other materials and all resources (personnel, utilities, etc.) necessary for the preparation of the system and performance of the FIT. Sufficient advance notification, 30 days minimum, shall be provided to the BEP to enable the arrangement of travel for BEP personnel to witness the test. The contractor shall ensure that proper security requirements are implemented. Since security items may be present during the performance of the FIT, the contractor shall abide by the security plan as agreed by joint resolution. The contractor shall meet and comply with all requirements and instructions from the Bureau's Office of Security.

The FIT will be performed in accordance with the approved test plan. The duration of the FIT is specified in C.76.19. Contractor is responsible to schedule all daily activities in such a way that all required functionalities shall be sufficiently demonstrated.

During operation, the equipment shall demonstrate compliance with production rates and capabilities as required. The impact, if any, of unconditioned space utilized for the FIT will be taken into account.

The purpose of this test is to ensure that all functions of the equipment will conform to the specified requirements in the contract, prior to delivery of the equipment to BEP. The BEP will only furnish the items listed "Government Furnished Materials" as inputs that the government will provide for the operation of the equipment. The BEP will provide sheets of either blank or simulated currency for the performance of the FIT. The contractor shall supply all other materials and consumables for the preparation and performance of the FIT. The Contractor shall also be responsible for providing the labor and utilities for the operation of the equipment during the FIT (i.e., operating personnel and utility expenses). The Government will provide for BEP personnel lodging and travel. If the equipment does not successfully pass the first FIT and must be retested, the Contractor shall assume ALL costs of all retesting including BEP personnel lodging, travel, and materials. All retesting for the FIT, will be at the contractor's expense.

The contractor shall ensure that proper security requirements are implemented. Since security items will most likely be present during the performance of the FIT, the contractor shall base costing on the following:

- System will require isolation from unauthorized entry.
- Contractor will have to furnish sufficient facilities for storage of materials.
- Contractor will have to furnish destruction means for destruction of any printed work following successful performance of the FIT.
- Contractor shall furnish overnight security personnel and/or electronic monitoring equipment/services to safeguard the equipment and/or Government Furnished Materials overnight.

No testing shall begin prior to BEP personnel certifying that the print unit set up is complete and the quality of print, registration and printing pressure is satisfactory. Contractor personnel shall follow the procedures as described within the Operational Procedures as noted in the Test Plan document for the set up and operation of the equipment during production runs.

NOTE: If BEP personnel are unable to travel to physically attend the FIT on the system, the BEP may decide to perform a virtual FIT. The contractor will be required to provide sufficient cameras for viewing of the system during operation and to demonstrate the system remotely. The BEP will work with the contractor on the mutually agreeable software, configuration, timing, and coordination for the FIT. Due to limitations with a virtual FIT, the duration may be extended to accommodate all testing and the contractor may be required to demonstrate additional items during the pre-BAT commissioning.

(5) Pre-BAT Commissioning

During commissioning of the system within the BEP and prior to the contractor being allowed to perform the BAT, the contractor shall successfully demonstrate the following items:

- A. Compliance with IT requirements, including BEP loading and running Virus Protection Software to ensure no viruses are on the system prior to connection to BEP infrastructure.

- B. Verification of Data Integrity and connection to BEP IT infrastructure.
- C. Safety and Environmental Audit by OEHS.
- D. Noise Measurements by OEHS.
- E. Configuration and demonstration of the Inspection System to demonstrate capabilities to ensure BEP quality levels.
- F. Demonstration and validation of all counters.
- G. Setup and configuration of the system to produce work within acceptable quality levels.

Any issues or items identified during commissioning shall be addressed prior to scheduling the BAT.

(6) BEP Acceptance Test

The Bureau Acceptance Test (BAT) will occur at the BEP's facility after installation and startup of the equipment. The purpose of the BAT is for demonstration of all requirements by the contractor for acceptance by the BEP. Since the system may be processing live or actual currency, tests/demonstrations shall be performed prior to the BAT to demonstrate that the system is ready and capable of operating in a production environment. The BEP will furnish all items listed as inputs that the government will provide for the operation of the press. The BEP will provide sheets of test or live currency for the performance of the BAT.

Testing of the system shall be scheduled to occur by the contractor in accordance with the schedule at Contract Award. The Contractor shall notify the COR, in writing, at least fifteen (15) days prior to the start of the test schedule. The approved test plan will be used to conduct the BAT. Contractor is responsible to schedule all daily activities in such a way that all required functionalities shall be sufficiently demonstrated.

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

The purpose of the BAT is to ensure that all functions of the equipment will conform to the specified requirements in the contract and to ensure that the equipment operates as tested at the Contractor's facility. The BEP will furnish "Government Furnished Materials", all utilities required to perform the BAT, and personnel to assist in BAT items. The contractor shall furnish all other materials, consumables, and labor for the performance of the testing. The Contractor shall be responsible for their operating personnel and their associated travel costs (i.e., transportation, lodging, food, etc.). If the equipment does not successfully pass the first BAT and must be retested, the Contractor shall assume ALL costs of retesting including personnel lodging, travel, and materials.

During the BAT, the equipment will process actual currency, i.e., "live" work. The contractor shall ensure that the equipment is operational and capable of generating acceptable product prior to the start of the BAT. During testing, the contractor representatives shall be responsible for the operation of the equipment and for the demonstration of all requirements. The Contractor shall perform the tests in accordance with the contractor prepared and BEP approved BAT Plan. The BEP will supply personnel to assist during the running of the equipment and for performing all security and accountability functions during the BAT. The total number of personnel working on the equipment during testing shall not exceed the number specified to be required to operate the equipment in normal operation, including BEP and Contractor personnel assigned. If during the performance of testing, it is deemed that the equipment is not performing to the specified

requirements, the testing may be stopped to allow for corrective actions to occur and restarted only after joint agreement by both BEP and the contractor.

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

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

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

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

- (a) Extend the test accordingly;
- (b) Restart the test from the beginning; or
- (c) Abort the test.

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

Since 'live' production materials will be required during the performance of the BAT, all work produced off the equipment, irrespective of the outcome of the BAT, shall be usable by the BEP. The successful use of the materials produced during any testing of the equipment does not constitute acceptance of the equipment.

(7) Acceptance

Final acceptance of the system will occur after the following:

- A. Successful completion of the BAT.
- B. Successful Training of all BEP personnel.
- C. Resolution of any punch-list or open items.
- D. Successful completion of Extended Run – BEP operation of the system for a six (6) week period in full production, meeting the productivity and quality requirements of the system.

Final acceptance will not occur until incorporation of all components and/or retrofitting of the system with specification changes has been completed. Performance of the equipment shall demonstrate a successful run as per the specifications set forth in this contract and must be approved in writing by both the CO and the COR for successful completion of the BAT.

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR CLAUSE 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov/ (End of Clause)

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-35	F.O.B. Destination Within Consignee's Premises	APR 1984

F.2 PLACE OF DELIVERY

Deliverables as required during the performance of this contract shall be delivered F.O.B. destination within consignee's premises. The equipment and supplies identified shall be delivered to the following addresses:

- (1) Bureau of Engraving and Printing
Western Currency Facility
9000 Blue Mound Road
Fort Worth, Texas 76131
- (2) Bureau of Engraving and Printing
DC
301 14th St. SW
Washington, DC 20250

or

DC Replacement Facility
6900 Powder Mill Road
Beltsville, MD 20705

F.3 NOTIFICATION OF DELIVERY

The Contractor shall be responsible for providing all materials and services required for the delivery and placement of the equipment and 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 develop and submit a delivery plan to the COR seven (7) days prior to scheduling any deliveries to the BEP. The following information should be provided for all deliveries to BEP facilities:

- Name of supplier/manufacturer
- Contract/Purchase Order Number
- Total number of cartons or pallets
- Total weight
- Date and Time of Delivery

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.

(1) Deliveries to the Western Currency Facility:

9000 BLUE MOUND ROAD, FORT WORTH, TEXAS: Vendors must contact WCF General Stores/Receiving at (817) 231-4125 or (817) 847-3855 at least twenty-four (24) hours in advance to notify of approximate delivery time and date. Deliveries are accepted during the operating hours of 7:00 am to 2:15 pm. After hours contact numbers are (817) 231-4125 or (817) 231-4167. WCF General Stores/Receiving operating hours are from 7:00 am to 2:30 pm local time, Monday through Friday, excluding holidays. To resolve any delivery issue, please contact WCF General Stores/Receiving management at (817) 231-4167 or (817)847-3855.

(2) Deliveries to Washington, DC Annex Building:

LOADING DOCK ON “D” STREET SW, BETWEEN 13TH & 14TH STREETS SW): Vendors must call the appointment hotline at (202) 874-2333 twenty-four (24) hours in advance to schedule approximate delivery times. The hotline is manned from 6:30 am to 2:15 pm Monday through Friday. A voicemail message maybe left after normal working hours. Deliveries are accepted between 8:00 am and 2:15 pm, Monday through Friday, excluding holidays.

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

To resolve any delivery issue, please contact Shipping & Receiving at (202) 874-3620 care of Material Handler/Leader.

F.4 INSTALLATION (TURN-KEY)

The contractor shall provide all materials and services to assemble and install the equipment, set up the equipment, perform testing to ensure contract compliance and turn the equipment over to the BEP for operation (i.e. Turn-Key Installation). The materials and services shall include all those necessary for assembly, alignment, connection, start-up and preparation of the equipment for the BEP Acceptance Test (BAT).

Normal working hours at the BEP are between 6:30 AM and 3:00 PM Monday through Friday except Federal holidays. If work is required outside of normal working hours or during Federal holidays, the contractor shall provide the COR with a written request 72 hours prior to when the work will be required. The BEP is not obligated to authorize contractor performance during off-duty hours or Federal holidays.

The Contractor shall furnish supervision, packing, unpacking, and placement of equipment without additional charge to the BEP. The Contractor shall remove all packing and installation materials from the BEP’s premises and dispose of them at their own expense. The Contractor shall supply all installation mounting materials, including brackets, fasteners, and wire ways required for the installation.

F.5 DOCUMENTATION

Delivery of all technical data and documentation shall be in accordance with Section D & F and shall be F.O.B. destination, within consignee's premises, to the locations specified in Section F.2 of this solicitation, to the attention of the COR identified in the contract.

F.6 PERIOD OF PERFORMANCE

The period of performance shall be two (2) years and three (3) months from the time after contract award.

F.7 BEP YEAR END SHUTDOWN PERIOD AND FEDERAL HOLIDAYS

BEP observes the federal holidays that are listed on the Office of Personnel website at: <https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/federal-holidays/#url=2017>. 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 shall be administered by:

Bureau of Engraving and Printing
Office of the Chief Procurement Officer
9000 Blue Mound Road
Fort Worth, TX 76131

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

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

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

G.3 DTAR 1052-223-7003, Electronic Submission of Payment Requests (APR 2015)

(a) Definitions. As used in this clause—

- (1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.
- (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.
- (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request. (End of clause)

[END OF SECTION]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

This is a Firm Fixed-Price type contract.

H.2 INTERPRETATION OF CONTRACT REQUIREMENTS

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

H.3 NOTICE TO THE GOVERNMENT OF DELAYS

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

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

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

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

H.5 INDEMNIFICATION

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

If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled

property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

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

H.6 ORGANIZATIONAL CONFLICTS OF INTEREST

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5, Organizational and Consultants Conflicts of Interest, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure must include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) The Contracting Officer may terminate this contract for convenience, in whole or in

part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting 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 shall:
 - Describe in detail the changed requirement that creates the potential conflict of interest; and
 - Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.
 - 4) The Contractor must not commence work on a changed requirement related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.
 - 5) If the Contracting Officer determines that it is in the best interest of the Government to proceed with work, notwithstanding a conflict of interest, a request for waiver must be submitted in accordance with FAR 9.503.

H.7 DISCLOSURE OF CONFLICTS OF INTEREST

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

- (a) The Contractor shall immediately provide to the Contracting Officer a written statement which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with that organization regulated by BEP, or with that organization or individual whose interests may be substantially affected by Departmental activities, and which is related to the work

under this contract. The interest(s) described shall include those of the Contractor, its affiliates, consultants, Subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the quoter's technical offer. Key personnel shall include any person owning more than 20% interest in the organization, and the organization's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

- (b) The Contractor shall describe in detail when it became aware of the actual or potential conflict of interest, what action the organization has taken or proposes to take to mitigate and / or rectify the situation, and why it believes, in light of the interest(s) identified in (a) above, that performance of the contract can still be accomplished in an impartial and objective manner.
- (c) In the absence of any relevant interest identified in (a) above, the Contractor shall certify in its statement that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Contractor must obtain the same information from any potential Subcontractors prior to award of a subcontract.
- (d) The Contracting Officer shall review the statement submitted and may require additional relevant information from the Contractor. All such information, and any other relevant information known to BEP, shall be used to determine whether a conflict of interest exists, or a situation exists that may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) terminate the contract, or (2) determine that it is otherwise in the best interest of the United States to continue the contract with the Contractor and (3) modify the contract to include appropriate provisions to mitigate or avoid such conflicts in the contract.
- (e) If the Contractor refuses to provide the written statement called for in paragraph (a), or any additional information that the Contracting Officer may require, the Contracting Officer may terminate the Contract for convenience if he or she deems that termination is in the best interest of the Government.

H.8 POST AWARD MEETING

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

H.9 EVALUATION OF CONTRACTOR PERFORMANCE

- (a) Interim and final evaluations of Contractor performance shall be prepared for this contract in accordance with FAR 42.1503. The final performance evaluations shall 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 shall be permitted 60 calendar days to respond. Contractor response is voluntary. If the Contractor does not respond within 60 days, the Government shall presume that the Contractor has no comment. Any disagreement between the parties regarding an evaluation shall 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, shall 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 host 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 shall serve as a primary contact. This individual shall 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 shall receive a system generated e-mail notifying him/her that the contract is registered. A system generated e-mail shall 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 shall receive a system generated e-mail notification that the performance evaluation is electronically available for review and comment. The Contractor representative shall receive an automated e-mail whenever an assessment is completed and can subsequently retrieve the completed assessment from system. Contractors may access evaluations at one of the websites listed above for review and comment in CPARS.

H.10 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 shall 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. **Refer to Attachments 003 and 004.**

All on-site work performed by the Contractor and any subcontractor personnel, within the Western Currency Facility (WCF) shall be performed in accordance with the BEP's Safety requirements for on-site work **(Attachments 003 and 004).**

H.11 GOVERNMENT FURNISHED MATERIALS (GFM)

The items listed in this section C.3.3.12 will be supplied by the government for utilization with the cash-pak and Wrap System. Any other materials required for successful operation of the equipment shall be specified by the contractor and an initial batch of the materials shall be provided by the contractor with the equipment being provided as per C.3.3.12.

All Government furnished materials, especially security items, shall be safeguarded, accounted for, and returned to the BEP in accordance with the requirements set forth. All Government furnished materials/security items shall be returned to the Government within ten (10) calendar days after written request by the COR.

All requests for GFM shall be submitted to the Bureau no later than thirty (30) calendar days prior to the materials being required for use under this contract. All requests for GFM shall be submitted to the Contracting Officer. No security items will be furnished until completion of a security audit and implementation of appropriate security provisions to ensure their safeguarding and accountability.

The Contractor shall exercise diligence in the care and safekeeping of the property mentioned herein. In the event of the damage to BEP property or equipment caused by the Contractor, the amount of compensation due to the BEP by the Contractor shall be the actual cost of repair, provided such amount does not exceed the economical repair value.

In the case of loss or damage caused by the Contractor beyond economical repair to equipment, the amount of the Contractor's liability shall be depreciated replacement value of the item to be determined by the Contracting Officer. Any failure of the Contractor to agree with such determination shall be treated as a dispute pursuant to the clause of this contract entitle, "Disputes."

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

H.12 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.13 BUREAU WORKING RESTRICTIONS

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

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

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

H.14 PARKING

Limited Parking will be available for Contractor personnel at the Fort Worth, TX facility pending availability. All vehicles entering the facility are subject to inspection. There is no available parking at the DCF.

H.15 UTILITIES PROVIDED

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

H.16 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 shall 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.17 PERMITS AND LICENSES – GENERAL

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

H.18 CONTRACTOR’S REPRESENTATIVE (CR)

(a) Upon contract award, the Contractor shall furnish to the Contracting Officer the name of the person he has designated and assigned exclusively to this contract as his agent or representative. The Contractor’s Representative shall exercise overall management responsibility for the contract effort, receive technical direction, and handle problems arising under the contract, such as dismissals, disciplinary matters, etc. The CR is further responsible for coordinating matters of mutual concern with BEP representatives. In the event questions of responsibility arise, they shall be resolved by the Contracting Officer or his authorized representative.

(b) The CR may not be diverted to other projects for fourteen (14) consecutive days or more without giving prior notification to the Contracting Officer or his representative. Such notification shall include a justification for the diversion, together with information on the proposed substitute in sufficient detail to permit analysis of any potential negative effects on contract performance. No substitution shall be made without the written consent of the Contracting Officer; provided however, that the Contracting Officer may grant such consent retroactively. Any such substitution of a permanent nature will be made a part of this contract through issuance of a modification.

(c) When the CR is temporarily unavailable to manage the contract effort for a period longer than seventy-two (72) hours including absences due to vacation or illness, the Contractor shall provide to the COR written designation of an alternative representative, itemizing any limitations in the alternate’s authority. The procedures of paragraph (b) above do not apply to such temporary designations unless they are expected to exceed the time period indicated in that paragraph.

H.19 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.20 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.21 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 shall 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 shall provide an assessment of access level and the type of background investigation that shall be granted as well as the appropriate Position Sensitivity Levels which shall 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 shall inform the COR of all access denials. The reason for the denial shall 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.22 SECURITY/ACCOUNTABILITY REQUIREMENTS:

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

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

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

The BEP Office of Security reserves the right to conduct initial and unannounced periodic site inspections and surveys to determine the vulnerability of U.S. securities based upon the protective measures proposed by the security plan. No changes in the control, handling, location, and/or storage of U.S. securities shall occur until a revised security plan is approved in writing by the Chief, Office of Security, BEP.

In proposals requiring bid samples of U.S. securities or instruments of reproduction, solicitations requiring the use of U.S. securities or instruments of reproduction only for equipment factory inspection tests, or for specific short-term contracts, the security plan may provide means for temporary protection of the project to include labor intensive measures using appropriately cleared personnel. These temporary measures shall be addressed in the plan. However, prior to contract award, the contractor shall comply with the protection requirements as prescribed herein.

The BEP considers all areas where U.S. securities are processed, manufactured, or stored, including critical components/features and/or controlled ingredients necessary to produce these items as critical or vulnerable areas. At a minimum, the following categories shall be considered in the development of a physical security program. Compensatory security measures may be proposed for the review/approval of the BEP Office of Security.

Building Exterior is defined as the exterior area of a building where U.S. securities are present and includes exterior doors, walls, and windows. Lighting must be sufficient to allow unrestricted viewing of the building exterior and be free of obstructions that could impair observation of the area by the naked eye.

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

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

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

All visitors/contractors should be identified prior to admittance at the perimeter of the facility. Visitors will be processed at a single designated center. Emergency egress doors shall be constructed to the same standards as prescribed for exterior doors.

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

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

H.23 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.24 PROTECTING SENSITIVE INFORMATION

(a) Applicability

This clause applies to the Contractor, its subcontractors, and contractor personnel (hereafter referred to collectively as “Contractor”) and addresses specific BEP requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), the Health Insurance Portability and

Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data. The following should not be construed to alter or diminish civil and/or criminal liabilities provided under various laws or mandates.

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

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

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

(c) Information Types

The term Information is synonymous with Data, regardless of format or medium.

Personally Identifiable Information (PII) is a subset of Sensitive Information. Sensitive PII is a subset of PII, and therefore a subset of Sensitive Information. All requirements for Sensitive Information apply to PII and Sensitive PII. All requirements for PII apply to Sensitive PII.

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

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

(3) Sensitive PII refers to information that can be used to target, harm, or coerce an individual or entity, assume or alter an individual's or entity's identity, or alter the outcome of an individual's or entity's activities. Sensitive PII requires stricter handling because of the increased risk to an individual or associates if the information is compromised. Some categories of Sensitive PII include stand-alone information, such as Social Security numbers (SSN) or biometric identifiers. Other information such as a financial account, date of birth, maiden names, citizenship status, or medical information,

in conjunction with the identity of an individual (directly or indirectly inferred), are also considered Sensitive PII. In addition, the context of the information may determine whether it is sensitive, such as a list of employees with poor performance ratings or a list of employees who have filed a grievance or complaint.

(d) Information Security Incidents

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

(1) Information Security Incident Reporting Requirements

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

- a. Contractor employees must report all Information Security Incidents to the BEP Service Desk (202) 874-3010 immediately, but not later than 30 minutes, after becoming aware of the Incident, regardless of day or time.
- b. When notifying the BEP Service Desk, copy the Contracting Officer Representative (COR) if possible, or if reporting by phone or COR's email is not immediately available; contact the COR immediately after reporting the incident to the Service Desk.
- c. If you have questions regarding these procedures, contact the COR.
- d. Do NOT include any Sensitive Information in the subject or body of any e-mail. To transmit Sensitive Information, use FIPS 140-2 compliant encryption methods to protect Sensitive Information in attachments to email. Passwords must not be communicated same mechanism used to send the attachment (e.g., do not send the password using email if you sent the attachment by email).
- e. Contractor employees must also provide any supplementary information or reports related to a previously reported incident directly to the BEP Service Desk; with the following text in the subject line of the email: "Supplementary Information/Report related to previously reported incident ## [insert number]."

(2) Information Security Incident Response Requirements

- a. All determinations related to Information Security Incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made by authorized BEP officials at BEP's discretion.
- b. The Contractor and contractor employees must provide full access and cooperation for all activities determined by BEP to be required to ensure an effective Incident Response, including providing all requested images, log files, and event information to facilitate rapid resolution of Information Security Incidents.
- c. Incident Response activities determined to be required by BEP may include but are not limited to, inspections; investigations; forensic reviews; data analyses and processing; and final determinations of responsibility for the Incident and/or liability for any additional Response activities.
- d. BEP, at its sole discretion, may obtain the assistance of Federal agencies and/or third-party firms to aid in Incident Response activities.
- e. The Contractor must be responsible for all costs and related resource allocations

required for all subsequent Incident Response activities determined to be required by BEP, whether incurred by BEP, agents under contract or on assignment to BEP, or by third party firms.

(e) **Contractor Policy Document for Protection of Sensitive Information**

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

- (1) Proper marking, control, storage, and handling of Sensitive Information residing electronic media, including computers and removable media, and on paper documents.
- (2) Proper control and storage of mobile technology, portable data storage devices, and communication devices.
- (3) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information while at rest and in transit throughout BEP, contractor, and/or subcontractor networks, and on host and client platforms.
- (4) Proper use of FIPS 140-2 compliant encryption methods to protect Sensitive Information in email attachments, including policy that passwords must not be communicated in the same email as the attachment.
- (5) Information Security Incidents.
- (6) Contractor Access to BEP IT Systems.
- (7) IT Security and Privacy Awareness Training.
- (8) Specialized IT Security Awareness Training for Security Staff.
- (9) Information Systems Policy Compliance requirements and procedures.
- (10) Contract Performance Information.

H.25 INTERNET PROTOCOL VERSION 6 (IPV6)

In accordance with BEP Directives, this acquisition requires all functionality, capabilities and features to be supported and operational in both a dual-stack IPv4/IPv6 environment and an IPv6 only environment. Furthermore, all management, user interfaces, configuration options, reports and other administrative capabilities that support IPv4 functionality will support comparable IPv6 functionality. The Contractor is required to certify that its products have been tested to meet the requirements for both a dual-stack IPv4/IPv6 and IPv6 only environment. BEP reserves the right to require the Contractor's products to be tested within a BEP or third-party test facility to show compliance with this requirement. In accordance with FAR 11.002(g) and BEP Directives, this acquisition must comply with the NIST USGCB Profile and IPv6 Test Program. The Contractor must fund and provide resources necessary to support these testing requirements.

H.26 CONTRACTOR ACCESS TO BEP IT SYSTEMS

Immediately following contract award, the Contractor must provide to the COR an initial and complete list of personnel that require access to BEP information systems. The COR will coordinate with the contractor to complete the necessary paperwork to submit the personnel requested for their Background investigation through the HR Connect system. The contractor is responsible for coordinating the required documentation and background investigation information to the BEP Office of Security and shall allow a minimum of 90 days to complete the background investigation process. Contractors shall not be allowed to access BEP systems or data until the BEP Office of Security has successfully adjudicated the individual for the requested access.

The Contractor must send a staffing change report by the fifth day of each month after contract award to the Contracting Officer's Representative. The report must contain the listing of all staff members who separated or were hired under this contract in the past 60 days. This form must be submitted even if no separations or hires have occurred during this period. Failure to submit a 'Contractor Staffing Change Report' each month may, at the Government's discretion, may result in the suspension of all accounts associated with this contract.

Each contractor employee is required to utilize a Personal Identity Verification (PIV) card to access BEP IT systems and Sensitive Information. Using shared accounts to access BEP IT systems and Sensitive Information is strictly prohibited. BEP will disable accounts, and access to BEP IT systems will be revoked and denied if contractor employees share accounts. Users of the systems will be subject to periodic auditing to ensure compliance with BEP policies.

BEP, at its discretion, may suspend or terminate the access to any systems and/or facilities when an Information Security Incident or other electronic access violation, use or misuse issue gives cause for such action. The suspension or termination may last until such time as BEP determines that the situation has been corrected or no longer exists. Upon request of BEP, the Contractor must immediately return all Government information, as well as any media type that houses or stores Government information, regardless of potential violations of other contracts the contractor may have in place, including, but not limited to data stored on recovery media, tape backups, images, etc.

The Contracting Officer's Representative (COR) and the BEP Service Desk must be notified at least 5 days prior to a contractor employee being removed from a contract. For unplanned terminations or removals of contractor employees from the contractor organization that occur with less than five-day notice, the COR and BEP Service Desk (202-874-3010) must be notified immediately. BEP PIV cards issued to contractor employees must be returned to the COR prior to departure.

All access to BEP IT systems will be accomplished using Personal Identity Verification (PIV) credentials, in accordance with NIST FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors.

H.27 COMPLIANCE WITH SECURITY IT POLICIES

Information systems and system services provided to BEP by the Contractor must comply with the current BEP IT, IT security, security and privacy policies and guidance.

Contractors are also required to comply with current Federal regulations and guidance found in the Federal Information Security Management Act (FISMA), Privacy Act of 1974, E-Government Act of 2002, Section 208, National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandum, and other relevant Federal laws and regulations that BEP must comply with.

H.28 IT SECURITY AND PRIVACY AWARENESS TRAINING

All Contractor personnel must complete BEP-provided mandatory security and privacy training prior to gaining access to BEP information systems and provide their completion certificate number to the COR or supervisor. The following training requirements are mandatory. Non-

compliance may result in revocation of system access.

Security and privacy refresher training must be completed on an annual basis. BEP will provide notification and instructions on completing this training.

The BEP Rules of Behavior must be signed by each user prior to gaining access to BEP information systems and will be reviewed at least annually. BEP will provide access to the rules of behavior and provide notification when a review is required.

H.29 HSPD-12 COMPLIANCE

All Contactor employees must subject to screening prior to being authorized access to information systems; and rescreening according to change in position risk designation, new position with higher risk designation, or other requirements according to HSPD-12 requirements.

Contracting Officer's Representative (COR) approval is required prior to contractor personnel accessing BEP information and information systems. Contractors must sign access agreements before access is granted to BEP information and information systems.

Procurements for services and products involving facility or system access control must be in accordance with HSPD-12 policy and the Federal Acquisition Regulation.

All development for BEP systems must include requirements to enable the use PIV credentials, in accordance with NIST FIPS 201, Personal Identity Verification (PIV) of Federal Employees and Contractors, prior to being operational or updated.

H.30 SECURITY TECHNICAL IMPLEMENTATION

The Contractor must certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC)\United States Government Configuration Baseline (USGCB).

The standard installation, operation, maintenance, updates, and/or patching of software must not alter the configuration settings from the approved FDCC\USGCB configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

Applications designed for normal end users must run in the standard user context without elevated system administration privileges.

The Contractor must apply due diligence at all times to ensure that the required level of security is always in place to protect BEP systems and information, such as using Defense Information Systems Agency Security Technical Implementation Guides (STIGs).

H.31 FIPS140 ENCRYPTION REQUIREMENTS

Cryptographic modules used to protect BEP information must be compliant with the current FIPS 140 version and validated by the Cryptographic Module Validation Program (CMVP). The Contractor must provide the validation certificate number to BEP for verification. Encryption is required to protect federal and contractor data when transmitting between systems.

H.32 MANDATORY REQUIREMENT FOR CONTRACTOR RETURN OF ALL BEP AND BEP-ACTIVITY-RELATED INFORMATION (INCLUDING BUT NOT

LIMITED TO ALL RECORDS, FILES, AND METADATA IN ELECTRONIC OR HARDCOPY FORMAT)

Within thirty (30) days after the end of the contract performance period or after the contract is suspended or terminated by BEP or by the Contractor for any reason, the Contractor must return all original (and at least one duplicate copy of those information types specified by BEP) of all BEP- provided and BEP-Activity-Related Information, (including but not limited to all records, files, and metadata in electronic or hardcopy format); including but not limited to the following:

- (1) Provided by BEP; or
- (2) Obtained by the Contractor while conducting activities in accordance with the contract with BEP; or
- (3) Distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or
- (4) Received from the Contractor by any other related organization and/or any other component or separate business entity.

Within forty-five (45) days after the end of the contract performance period or after the contract is suspended or terminated by BEP or the Contractor for any reason, the Contractor must provide BEP with an associated Certification of Verified Return of all original (and at least one duplicate copy of those information types specified by BEP) of all BEP and BEP-Activity-Related Information, (including but not limited to all records, files, and metadata in electronic or hardcopy format); including but not limited to the following:

- (1) Provided by BEP; or
- (2) Obtained by the Contractor while conducting activities in accordance with the contract with BEP; or
- (3) Distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or
- (4) Received from the Contractor by any other related organization and/or any other component or separate business entity.

This certification must be provided by a third-party firm approved by BEP in advance. All costs and resource allocations required for this third-party service must be the sole responsibility of the Contractor.

H.33 MANDATORY REQUIREMENT FOR VERIFIED SECURE DESTRUCTION OF ALL BEP AND BEP-ACTIVITY-RELATED INFORMATION (INCLUDING BUT NOT LIMITED TO ALL RECORDS, FILES, AND METADATA IN ELECTRONIC OR HARDCOPY FORMAT)

Within sixty (60) days after the end of the contract performance period or after the contract is suspended or terminated by BEP or by the Contractor for any reason, BUT ONLY after BEP has accepted and approved the Contractor's compliance with the Certified Verification of Return of Information Requirement, the Contractor must execute secure destruction (either by the contractor or third party firm approved in advance by BEP) of all existing active and archived originals and/or copies of all BEP and BEP-activity-related files and information, (including but not limited to all records, files, and metadata in electronic or hardcopy format); by procedures approved by BEP in advance and in accordance with applicable BEP IT Security Policy Requirements; including but not limited to the following:

- (1) Provided by BEP; or
- (2) Obtained by the Contractor while conducting activities in accordance with the contract with

BEP; or

(3) Distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or

(4) Received from the Contractor by any other related organization and/or any other component or separate business entity.

Within seventy-five (75) days after the end of the contract performance period or after the contract is suspended or terminated by BEP or the Contractor for any reason, BUT ONLY after BEP has accepted and approved the Contractor's compliance with the Certified Verification of Return of Information Requirement, the Contractor must provide BEP with Certification of Secure Destruction of all existing active and archived originals and/or copies of all BEP and BEP-activity-related files and information, (including but not limited to all records, files, and metadata in electronic or hardcopy format); by procedures approved by BEP in advance and in accordance with applicable BEP IT Security Policy Requirements; including but not limited to the following:

(1) Provided by BEP; or

(2) Obtained by the Contractor while conducting activities in accordance with the contract with BEP; or

(3) Distributed for any purpose by the Contractor to any other related organization and/or any other component or separate business entity; or

(4) Received from the Contractor by any other related organization and/or any other component or separate business entity.

This certification must be provided by a third-party firm approved by BEP in advance. All costs and resource allocations required for this third-party service must be the sole responsibility of the contractor.

H.34 MANDATORY REQUIREMENT FOR CONTRACTOR RETURN OF ALL BEP-OWNED AND LEASED COMPUTING AND INFORMATION STORAGE EQUIPMENT

Within sixty (60) days after the end of the contract performance period or after the contract is suspended or terminated by BEP or by the Contractor for any reason; or within a time period approved by BEP, the Contractor must return all BEP-owned and leased computing and information storage equipment.

Within seventy-five (75) days after the end of the contract performance period or after the contract is suspended or terminated by BEP or the Contractor for any reason, the Contractor must provide BEP with Certification of Verified Return of all BEP-Owned and Leased Computing and Information Storage Equipment. This certification must be provided by a third-party firm approved by BEP in advance. All costs and resource allocations required for this third-party service must be the sole responsibility of the Contractor.

H.35 TRAVEL COST

All travel associated with the Factory Inspection Test (FIT), Shipping, Installation and Commissioning, Bureau Acceptance Test (BAT), and training must be included in the total cost in Section B – Supplies or Services and Prices/Costs, B.2. Pricing and Delivery Schedule in the contract line items associated in the proposal for these specific services as a fixed price. The Contractor shall be responsible for their operating personnel and their associated travel costs (i.e.

transportation, lodging, food, etc.).

BEP will not be responsible for travel costs incurred should the equipment fail the first BAT.

H.36 QUALITY ASSURANCE PLAN

If any of the work required under the contract is subcontracted, the Contractor shall require that the Subcontractor submit and adhere to a Quality Assurance Plan.

The Quality Assurance plan submitted by Subcontractor to the Contractor shall be accepted by the CO for this contract which will be incorporated and made part of this contract as an Attachment (prior to contract award).

H.37 SPARE PARTS

The Bureau intends to procure parts, on a competitive basis, as needed during the life of the contract. To assist the Bureau in procuring parts, a complete list shall be provided for all parts and components of the press and subsystems are required under the SOO Section C.3.3.7 (B) Spare Parts Listing. The name of the subsystem along with its corresponding position number within each group shall be listed. All components listed shall be cross-referenced and supplied with the technical drawings, manufacturers' literature, and any other purchased part documentation. The listing shall be organized by the type of the part, i.e., bearings, relays, etc.

[END OF SECTION]

SECTION I – CONTRACT CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation On Payments to Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	JUN 2020
52.204-4	Printed or Copied Double-Sided on Recycled Paper	MAY 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.210-1	Market Research	NOV 2021
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records – Negotiation	JUN 2020
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications	JUN 2020
<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-20	Contracts for Materials, Supplies, Articles, And Equipment	JUN 2020
52.223-6	Drug-Free Workplace	MAY 2001
52.227-1	Authorization and Consent	JUN 2020
52.227-14	Rights in Data - General	MAY 2014
52.227-17	Rights in Data-Special Works	DEC 2007
52.228-5	Insurance-Work on a Government Installation	JAN 1997
52.229-6	Taxes-Foreign Fixed-Price Contracts	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014

52.232-25	Prompt Payment	JAN 2017
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JULY 1995
52.243-1	Changes – Fixed Price	AUG 1987
<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.245-1	Government Property	SEP 2021
52.246-18	Warranty of Supplies of a Complex Nature	MAY 2001
52.246-24	Limitation of Liability – High Value Items	FEB 1997
52.246-25	Limitation of Liability – Services	FEB 1997
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984

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. (End of Clause)

FAR 52.211-11 Liquidated Damages-Supplies, Services, or Research and Development (SEPT 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$1,000.00 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract. (End of clause)

FAR 52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Dec 2022)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-

acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of

shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice

payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes

physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations. (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages,

costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

Alternate I (Nov 2021). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the

replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(e) Definitions. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the

labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) "Materials" means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) "Subcontract" means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) Payments. (1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the

Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting

Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract

shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree

otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any

right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience. (End of clause)

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Jun 2023)

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

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
- (6) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).

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

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

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

(5) [Reserved].

(6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section

743 of Div. C).

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

X (8) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

X (9) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).

___ (10) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

___ (11) [Reserved].

___ (12) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ([15 U.S.C. 657a](#)).

___ (13) [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](#)).

___ (14) [Reserved]

X (15) (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](#).

___ (16) (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](#).

___ (17) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (18) (i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2022) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (Nov 2016) of [52.219-9](#).

___ (iii) Alternate II (Nov 2016) of [52.219-9](#).

___ (iv) Alternate III (Jun 2020) of [52.219-9](#).

___ (v) Alternate IV (Sep 2021) of [52.219-9](#).

___ (19) (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](#).

___ (20) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ([15 U.S.C. 637s](#)).

___ (21) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ([15 U.S.C. 657f](#)).

___ (23) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mar 2023) ([15 U.S.C. 632\(a\)\(2\)](#)).

___ (ii) Alternate I (Mar 2020) of [52.219-28](#).

___ (24) [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\(m\)](#)).

___ (25) [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\(m\)](#)).

___ (26) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

___ (27) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).

X (28) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

X (29) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

X (30) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

- X (31) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
___ (ii) Alternate I (Feb 1999) of [52.222-26](#).
___ (32) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
___ (ii) Alternate I (Jul 2014) of [52.222-35](#).
___ (33) (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](#).
___ (34) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
X (35) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
___ (36) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
___ (37) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
___ (38) (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.)
___ (39) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
___ (40) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
___ (41) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
___ (ii) Alternate I (Oct 2015) of [52.223-13](#).
___ (42) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
___ (ii) Alternate I (Jun2014) of [52.223-14](#).
___ (43) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).
___ (44) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
___ (ii) Alternate I (Jun 2014) of [52.223-16](#).
X (45) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
___ (46) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
___ (47) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
___ (48) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).
___ (ii) Alternate I (Jan 2017) of [52.224-3](#).
___ (49) (i) [52.225-1](#), Buy American-Supplies (Oct 2022) ([41 U.S.C. chapter 83](#)).
___ (ii) Alternate I (Oct 2022) of [52.225-1](#).
___ (50) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ([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 (Dec 2022) of [52.225-3](#).
- ___ (iv) Alternate III (Jan 2021) of [52.225-3](#).
- ___ (v) Alternate IV (Oct 2022) of [52.225-3](#).
- X (51) [52.225-5](#), Trade Agreements (Dec 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- X (52) [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).
- ___ (53) [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).
- ___ (54) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (55) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- ___ (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](#)).
- X (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) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- ___ (64) (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:
 - ___ (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
 - ___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
 - ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
 - ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([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](#)).

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

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

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

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

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

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

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

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

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

(v) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([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.

(vii) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

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

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

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

- (xi) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
 - (xii) [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](#).
 - (xiii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
 - (xiv)
 - (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
 - (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
 - (xv) [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](#)).
 - (xvi) [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](#)).
 - (xvii) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).
 - (xviii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
 - (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
 - (xx) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
 - (B) Alternate I (Jan 2017) of [52.224-3](#).
 - (xxi) [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).
 - (xxii) [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](#).
 - (xxiii) [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](#).
 - (xxiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (Feb 2000). As prescribed in [12.301](#) (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (Jun 2023). As prescribed in [12.301](#) (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.

- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—
- (i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
- (A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).
- (B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
- (C) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (D) [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).
- (E) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (F) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([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.
- (G) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (H) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O. 11246).
- (I) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (J) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (K) [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](#).
- (L) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (M) ___ (I) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).
- ___ (2) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).
- (N) [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](#)).
- (O) [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](#)).
- (P) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989).
- (Q) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (R) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (S) ___ (I) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).
- ___ (2) Alternate I (Jan 2017) of [52.224-3](#).
- (T) [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).
- (U) [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.

(V) [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](#).

(W) [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. (End of clause)

FAR 52.217-7, Option for Increased Quantity – Separately Priced Line Item (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree. (End of clause)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.
(End of clause)

FAR 52.237-3, Continuity of Services (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

FAR 52.245-2 Government Property Installation Operation Services (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause: Currency Sheets, Screen Inks, Screens, Squeegees, Stack-N-Rack Carts, and Cleaning Solvents. (End of clause)

FAR 52.252-1, Solicitation Provisions Incorporated by Reference (FEB 1998)

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

<https://acquisition.gov/browsefar> (End of Clause)

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be assessed electronically at this/these address(es): <https://www.acquisition.gov/> (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 1052.228-70, 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)

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

- (a) Definitions. As used in this clause—
 - (1) “Payment request” means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.
 - (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.
 - (c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.
 - (d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request. (End of clause)

[END OF SECTION]

SECTION J – ATTACHMENTS

Identifier	Title/Description
Attachment 001	Non-Disclosure Agreement
Attachment 002	Past Performance
Attachment 003	75D-07.0-04 EHS Contractor Requirements for DCF
Attachment 004	75W-08.0-02 EHS Contractor Requirements
Attachment 005	75W-08.0-04 Restricted Materials at WCF
Attachment 006	75W-04.0-02 HotWorkPermits
Attachment 007	Site Prep Drawing
Attachment 008	75D-07.0-07 Restricted Materials at DCF
Exhibit 001	Shrink-wrap Film Specification*
Exhibit 002	BestFlex Power BFP 1.5 and BFP 1.9 Conveyor System
Exhibit 003	Brick of 4000 Notes
Exhibit 004	Drawing 30083 Cash Pak of 16000 Notes
Exhibit 005	BL-1301 Datasheet
Exhibit 006	Cash Pak Holes
Exhibit 007	Drawing 30085 Cash Pak Eagle Label*
Exhibit 008	Drawing 30084 r1 Cash Pak Shipping Label*
Exhibit 009	FIT and BAT Test Plan
Exhibit 010	Cash-pak machine area
Exhibit 011	TD P 85-01
Exhibit 012	NIST.SP.800-53r4
Exhibit 013	Cash-pak end window with labels*
Exhibit 014	FIPS-PUB-199-final
Exhibit 015	DOJ Ref Mapping PIVCard Certificates to a Privileged Account Open Version
Exhibit 016	PSC-5 July27 2015 - Label Specification**
Exhibit 017	Unprinted Cashpack Label Layout Thermal Transfer Printer
Exhibit 018	Cash-pak Drop Test
Exhibit 019	Printed Cashpack Labels**
Exhibit 020	Federal Reserve Eagle Labels**
Exhibit 021	Pictures of Cash PAK System

NOTE: Attachments identified with an asterisk (*) require a Non-Disclosure Agreement (NDA). All NDA documents provided under this contract shall be considered proprietary and sensitive to the government. NDA documents shall not be copied, scanned, or reproduced without written approval by the Contracting Officer (CO). The Contractor shall return all NDA documents to the BEP when no longer required or upon request by the CO.

NOTE: Attachments identified with double asterisk (**) require a Non-Disclosure Agreement (NDA) and will be provided after project award.

[END OF SECTION]

SECTION K – CERTIFICATIONS

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements Representation	JAN 2017
52.204-17	Ownership or Control of Offeror	AUG 2020
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	NOV 2015
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications	JUN 2020

FAR 52.204-8, Annual Representations and Certifications (MAR 2023)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is **333993 – Packaging Machinery Manufacturing.**

(2) The small business size standard is **500 employees.**

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

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

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

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

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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

(End of provision)

FAR 52.209-7, Information Regarding Responsibility Matters (OCT 2018)

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

FAR 52.215-6, Place of Performance (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

(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, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-7	System For Award Management	OCT 2018
52.204-16	Commercial And Government Entity Code Reporting	AUG 2020
52.204-18	Commercial And Government Entity Code Maintenance	AUG 2020
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions To Offerors—Competitive Acquisition	NOV 2021
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.237-1	Site Visit	APR 1984

FAR 52.216-1, Type of Contract (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation. (End of provision)

FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (OCT 2020)

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause [52.222-50](#)).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

- (1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
- (2) Has an estimated value that exceeds \$550,000.

(c) The certification shall state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in [52.222-50](#)(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions. (End of provision)

FAR 52.232-28, Invitation to Propose Performance-Based Payments (MAR 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the

evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR [52.232-32](#), in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR [52.232-32](#), Performance-Based Payments, the terms of the clause at FAR [52.232-32](#) shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must—

(i) Comply with FAR [32.1004](#);

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR [32.1004](#) for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of—

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal. (End of provision)

FAR 52.233-2, Service of Protest (SEP 2006)

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer at:

Laquilla Howard
Bureau of Engraving and Printing
Western Currency Facility
9000 Blue Mound Rd

Fort Worth, TX 76131
United States
Laquilla.Howard@bep.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO. (End of provision)

FAR 52.237-1, Site Visit (APR 1984)

Due to the nature and complexity of this requirement offerors are encouraged to attend a site visit. The purpose of the site visit is for interested offerors to familiarize themselves with the facility and verify all measurements.

The **site visit will take place at the BEP Western Currency Facility (WCF). The site visit will be conducted for all interested offerors promptly at 7:00 am Central Standard Time (CST) on August 24, 2023.** Interested parties who are confirmed to this visit shall meet at:

Bureau of Engraving and Printing
Western Currency Facility
9000 Blue Mound Road
Fort Worth, Texas 76131

Interested parties who are confirmed to this visit should be at **the entrance no later than 30 minutes prior to the start of the visit.** Each visitor will need to bring a valid (not expired) government issued (Divers License, Passport, etc.) photo ID to gain access to the WCF.

All interested vendors attending the site visit will need to forward PII information (full name, date of birth, place of birth, address, company name and address) of the representative who will be attending as it appears on their Identification (i.e., Driver License or Passport) to Laquilla Howard via E-mail no later than **8:00am CST, August 9, 2023** at Laquilla.Howard@bep.gov.

L.1 GENERAL INFORMATION

- L.1.1** Offeror is expected to examine this entire request for proposal. Failure to do so will be at the Offeror's own risk.
- L.1.2** Proposal shall set forth full, accurate, and complete information as required by this RFP package (including Attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.
- L.1.3** In responding to this RFP, it is the Offeror's responsibility to provide current, complete, and accurate information in their proposal. If in reviewing the proposal the Government identifies or otherwise learns that the provided proposal 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.1.4** Proposal must be clear, coherent, and prepared in sufficient detail for effective evaluation. Proposal 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 proposal. 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.1.5** The Government may award a contract without discussions with offeror (except clarifications as described in FAR 15.306(a)); therefore, the offeror's initial proposal should be clear and complete and contain the offeror's best terms from a technical, past performance and cost/price standpoint. The Government reserves the right to conduct discussions if later it is deemed necessary. The Government further reserves the right to reject any or all offers if such action is in the Government's best interest.

PERIOD FOR ACCEPTANCE OF OFFER

The Offeror agrees to hold the prices in its proposal firm for **180** calendar days from the date specified for receipt of proposal unless another time period is specified in an amendment to the RFP.

COMMUNICATIONS PRIOR TO CONTRACT AWARD

Offerors shall direct all communications to the attention of the **Contracting Officer** cited below in this RFP. Communications with the project officer or other officials may compromise the competitiveness of this acquisition and may result in cancellation of the requirement.

RELEASE OF INFORMATION

Contract selection and award information will be disclosed in accordance with regulations applicable to negotiated acquisitions. Prompt written notice will be provided.

NOTICE TO OFFERORS REGARDING CLASSIFIED PROPOSALS

BEP does not currently anticipate that proposals will be classified. If you choose to submit a classified proposal, you must provide notification of your intent to submit a classified proposal to Laquilla.Howard@bep.gov.

SIGNATURE REQUIREMENTS

Each Offeror shall complete the appropriate sections of the SF1449 and return it with their proposal. All amendments issued under this RFP must also be signed and returned with the proposal. The SF1449 and all other documents must be signed by an official authorized to bind the Offeror.

REPRESENTATION AND CERTIFICATIONS

The Offeror shall complete and provide **all** applicable elements in Section K: Representations, Certifications, and Other Statements by Offerors documents with their proposal. Due to the sensitivity of the equipment, at no time shall the place of performance for the Assembly or FIT be in China.

PREPARATION COSTS

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

REQUEST FOR CLARIFICATION

All requests for questions and/or clarifications related to the RFP shall be submitted via e-mail to Laquilla.Howard@bep.gov. All questions or requests for clarifications must be submitted in writing no later than **12:00 PM CST, August 29, 2023**. The Offeror shall note in the email subject

line the Request for Proposal, **2031ZA23R00015** and “Request for Clarification.” Prospective offerors are cautioned against contacting Government technical personnel in regard to this solicitation prior to award of this procurement. If such a contact occurs and is found to be prejudicial to competing offerors, the offeror making such a contact may be excluded from award consideration. Accordingly, all communications prior to award must be directed to Laqulla Howard, Contracting Officer.

When submitting questions and comments, please refer to the specific text of the RFP in the following format:

Subject: RFP No. **2031ZA23R00015**

Reference: RFP Section ____, Paragraph(s)_____, Page(s) _____.

Offerors may call to confirm receipt of inquiries submitted by these methods. Answers to questions will be provided to all offerors being solicited, giving due regard to the proper protection of proprietary information.

L.2 PROPOSAL SUBMISSION AND PREPARATION

L.2.1 Proposal Submission

Offerors shall examine and follow all instructions. Failure to do so may result in the proposal being determined to be unacceptable, not evaluated further and removed from consideration for award. Proposals shall conform to solicitation provision FAR 52.215-1, Instructions to Offerors – Competitive Acquisition and be prepared in accordance with this section. To aid in the evaluation, proposals shall be clearly and concisely written and well indexed (cross-indexed as appropriate) and logically assembled. Prospective Offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this RFP. Extraneous narratives, elaborate brochures, uninformative “PR” material and so forth, shall not be submitted. All pages of each part shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number to the extent practical.

The entire proposal (all Volumes) shall be submitted via email to Laqulla.Howard@bep.gov no later than the date and time specified in SF1449 (Solicitation Section 9).

L.2.2 Submission Process

Proposal Section	Format	Page Limitation
Volume I, Factor 1, Technical	Written: Adobe PDF	No limitation
Volume II, Factor 2 Delivery Schedule, Factor 3 Contractor Qualifications and Resources, and Factor 4, Past Performance	Written: Adobe PDF	No limitation
Volume III, Factor 5, Cost/Price	Written: Adobe PDF and MS Excel 2013	No limitation

L.2.3 General Format

Following is the specified format for Volumes I, Technical and Volume II, Delivery Schedule, Contractor Qualifications and Resources, and Past Performance:

- a) Volumes I and II **shall NOT** include price data.
- b) Pages shall be standard 8 ½” by 11” size.
- c) 12-point size type shall be used. The font shall be Times New 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.
- d) 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.
- e) Pages shall be printed doubled-sided.
- f) Multiple pages or foldouts are limited to 11” by 17” size paper and shall count towards the page limit.
- g) Pages must be sequentially numbered.
- h) **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 proposals.

Cross Reference Matrix

Each Volume shall contain a cross-reference matrix relating the proposal information to Sections L and M of the RFP. The matrix shall be sorted by RFP section number and placed at the beginning of Volumes I and III.

Response to the Requirements

Each Offeror shall submit a proposal that clearly and concisely describes and defines the Offeror’s response to the requirements contained in the RFP.

Use of general or vague statements such as “standard procedures will be used”, “noted”, “good engineering practices”, or “contractor will comply” will not satisfy this requirement. Simply repeating or paraphrasing the RFP 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 Governments 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 proposal 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.3 VOLUME I/FACTOR 1, TECHNICAL INSTRUCTIONS

L.3.1 Offeror's Technical shall reflect an in-depth approach and solution for achieving the objectives of the BEP. Offeror shall present in detail the technical approach, methodologies, technologies, support materials and/or techniques that will be applied in meeting the government requirement.

L.3.2 The Offerors shall address in sufficient details each of the subfactors and elements as described in each of the Sections in the Performance Work Statement.

At a minimum, the Offeror shall address the following:

Factor 1 – Technical

- **SubFactor 1 – Material Requirement (C.2.4)** – The Offeror shall describe, in detail, how the proposal will meet the BEP requirements as described in Section C.2.4 of the Performance Work Statement. **MANDATORY MINIMUM REQUIREMENT**
- **SubFactor 2 System Requirements (C.3, C.3.1, C.3.1.1, and C.3.1.2)** – The Offeror shall describe, in detail, how the proposal will meet the BEP requirements as described in Section C.3, C.3.1, C.3.1.1, and C.3.1.2 of the Performance Work Statement. **MANDATORY MINIMUM REQUIREMENT**
- **SubFactor 3– Safety Requirements (C.3.1.3) and Environmental Protection (C.3.1.4)** – The Offeror shall describe, in detail, how the proposed equipment will meet all the Safety requirements as described in Sections C.3.1.3 and C.3.1.4 of the Performance Work Statement. **MANDATORY MINIMUM REQUIREMENT**
- **SubFactor 4 – Design Requirements (C.3.2)** The Offeror shall describe, in detail, how the proposed equipment will meet all the design requirements as described in Section C.3.2 of the Performance Work Statement. This shall include a detailed plan to maintain and update all software and hardware on the system, as well as the Backup and Recovery plan for the Cash PAK system as stated in Section C.3.2.1.
- **SubFactor 5 – Support Materials and Services (C.3.3)** The Offeror shall describe, in detail, how the proposed equipment will meet all the support systems and materials requirements as described in Section C.3.3 of the Performance Work Statement.
- **SubFactor 6 – Site Preparation Plan (C.3.3.4)** The Offeror shall describe, in detail, how the proposal will meet the BEP requirements as described in Section C.3.3.4 of the Performance Work Statement.
- **SubFactor 7 – Optional Purchase (C.4)** – The Offeror shall describe, in detail, all the options offered for the system as described in section C.4 of the Performance Work Statement.

Failure to provide full specifications may result in the offer being deemed unacceptable. A rating of “Unacceptable” for any one sub-factor will render the entire Factor rating to be deemed “Unacceptable”.

L.4 VOLUME II/ FACTOR 2 DELIVERY SCHEDULE, FACTOR 3 CONTRACTOR QUALIFICATIONS AND RESOURCES, FACTOR 4, PAST PERFORMANCE PREPARATION INSTRUCTIONS

L.4.1 FACTOR 2 – DELIVERY SCHEDULE (Section B.2) - The Offeror shall propose and address all deliverables in Section B.2 of the Solicitation. In addition, Offeror shall provide a schedule for completion of the work and delivery times specified in the SOW as desired requirements. The offeror submitted schedule of completion of the work and delivery time shall be based on their capabilities to complete the work and deliver the equipment. Schedule shall be shown in terms of calendar months from the date of authorization to proceed, or where applicable, from the date of stated event, as for example receipt of a required approval by the Contracting Officer.

L.4.2 FACTOR 3 – CONTRACTOR QUALIFICATIONS AND RESOURCES (C.5) - The Offeror shall furnish plans, including documentation on their qualifications and resources for providing and supporting the equipment. The BEP intends on utilizing the equipment for the entire design life in daily operation. Critical to the BEP’s long-term utilization of the equipment is the Offeror’s capabilities, resources, and plans to support the system.

The Offeror shall provide documentation on their strategic plans, procedures, activities, resources, and infrastructure to provide a quality machine on time, provide the materials and services to support the development, fabrication, testing, installation, start-up, and training on the system to the BEP, and provide services to support the system during the entire life of the system.

The contractor shall provide the following:

(1) Supply Chain

The contractor shall provide information on their Supply Chain plans, procedures, and practices. The document shall identify risks, measure impacts, establishes contingencies, provides guidelines, and established audits of suppliers to minimize disruptions to supply of components. The document shall include information on any supplier certifications and agreements with the contractor.

(2) Quality Assurance

The contractor shall provide information on their Quality Assurance plans, procedures, and practices. The document shall identify the methods, tests, procedures, and activities that the contractor undertakes to ensure delivery of quality products and services. The document shall identify the resources and infrastructure the contractor has in place to ensure the production of a quality product and providing quality services to customers, including certifications. The documents shall address how the contractor will maintain version control of software and programs used on the system. The document shall address how the contractor monitors and addresses concerns or issues after placing a machine into operation, including addressing issues or concerns raised by other customers of similar products.

(3) Maintenance and Service

The contractor shall provide information on their Maintenance and Service plans, procedures, and practices to provide parts and services. The document shall include information on the contractor's infrastructure and resources, parts structure, availability, lead-times for delivery of parts and responses to service requests, training programs for customers and availability of expert technicians to support solving problems, making corrective actions to systems, or modifying equipment.

(4) Delivery Risk Mitigation

The contractor shall provide a Delivery Risk Mitigation Plan. The plan shall address how the contractor intends to meet the delivery schedule for the Cash PAK system, including what contingencies and/or negotiations on other projects that may need to occur to ensure availability of resources to meet the delivery schedule, and taking into account all other critical delivery projects the contractor is obligated to perform, has proposed to perform, or is proposing to perform. The plan shall address the contractor's suppliers, infrastructure, personnel, and other resources.

L.4.3 FACTOR 4 – PAST PERFORMANCE - The Government will assess the Offeror's capability to perform under this contract by evaluating Offeror's Past Experience on previous same or similar contracts. Offeror should reference their most relevant projects for consideration for past performance. ***Offerors must identify at least three (3)*** Federal, State, Local, Commercial, or Foreign contracts (preferred with high volume production with currency substrates) that demonstrate recent and relevant experience. Recent is defined as within the last 10 years. Offerors shall provide the following information:

1. Project Title
2. Description of the Project
3. Contract Vehicle Type (Single-Award, or Task Order)
4. Type of Contract (Firm-Fixed Price, Time and Materials, Cost Reimbursable, or Hybrid – please indicate type of hybrid contract)
5. Contract Number
6. Contract Amount
7. Contract role (Prime or Subcontractor)
8. Point of Contact's name, address, phone number and email address
9. Contracting Officer's name, address, telephone number and email address
10. Current status, e.g. completed and/or in progress, start and estimated completion dates
11. A brief narrative of why your firm believes this reference is relevant to the proposed tasks.

BEP may contact those references during the evaluation process to verify relevant experience and the level of performance. The BEP may, at its discretion, obtain and evaluate information from sources other than those provided by the Offeror.

L.4.4 Past Performance Questionnaire Form

The Offeror shall forward the Past Performance Questionnaire Form (**Attachment 002**) to each reference identified in the proposal for the prime and any key teaming partner(s). The Offeror shall ensure the references' contact information is current and accurate. Offeror shall ensure the assessor is properly notified and given adequate time to complete their assessment. The Government reserves the right to contact any number of references and use sources other than those provided by the Offeror to obtain information related to past performance and prior experience. **The Offeror shall ensure that the assessors complete the Past Performance Questionnaire. If the Offeror has Past Performance available, then the BEP requests at least one (1) Past Performance Questionnaire from the assessors by the proposal due date and time via email to Laquilla.Howard@bep.gov.**

L.5 VOLUME III/FACTOR 5, PRICE PREPARATION INSTRUCTIONS

L.5.1 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 delivery schedules in the proposal as well as reflective of the effort required by the solicitation. Unrealistically low proposed prices may be grounds for eliminating a proposal from the competition on the basis that the Offeror does not understand the requirement. Proposed burdened hourly rates 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 shall include supporting rationale and any assumptions in terms of its advantage(s) to the Government.** The price proposal must contain sufficient information to allow the government to perform an analysis of the proposed price.

BEP will evaluate unit pricing and aggregate pricing. Offerors are encouraged to submit tiered pricing with volume discounts based on the number of machines ordered, which may be more than one at a time.

L.5.2 Pricing Sheet

The Offeror's proposal 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.

- (a) 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.
- (b) Offerors are required to provide a breakdown for each fixed unit price. For proposed labor, Offeror shall propose fully burdened hourly rates for key personnel and estimated hours required for FIT, BAT and Training.
- (c) Pricing Worksheet shall also include all materials, equipment, travel, shipping, and any other costs associated with the performance of the resulting contract.

(d) Offerors shall propose on all contract line items, either by price or “NSP” (Not Separately Priced). A zero-dollar figure in a proposal means the Offeror will provide the line item at no charge to the Government. A line-item price left blank will be considered nonresponsive to this request and the proposal will not be considered for award.

[END OF SECTION]

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 PROPOSAL PREPARATION COMPLIANCE DETERMINATION

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

An adjectival rating system will be used in the rating of each Contractor's proposal for all Evaluation Factors with the exception of Factor 5 - Price.

M.2 EVALUATION FACTORS FOR AWARD

Proposals submitted in response to this solicitation will be evaluated in accordance with the criteria set forth in this Section. Pursuant to FAR Part 12, Acquisition of Commercial Items and FAR Part 13.5, Simplified Acquisition Procedures for Certain Commercial Products and Commercial Services offerors are advised that the Government may evaluate proposals and award a contract based on best value. Therefore, the initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. Offerors are reminded that unsupported promises to comply with the requirements will not be sufficient. Proposals must document clear and convincing evidence that fully substantiates proposal claims relating to promised performance. Inconsistencies between the various sections of an offeror's proposal may indicate a lack of understanding of the complexity of the requirements and increased proposal risk and could result in a reduced rating in the applicable factor(s) and/or subfactor(s).

M.3 BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation (see FAR 52.215-1(f)). "Best value" as defined in FAR Part 2, means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.

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

M.4 RELATIVE IMPORTANCE OF EVALUATION FACTORS

The Government will conduct a tradeoff process in order to determine which Offeror represents the best value to the Government. In determining which proposal provides the best value to the Government, Technical Factor and Delivery Timing are significantly more important than Contractor Qualifications and Resources, Past Performance, and Price. Contractor Qualifications and Resources and Past Performance are more important than Price. When combined, Technical, Delivery Timing, Contractor Qualifications and Resources, and Past Performance are significantly more important than Price. Based upon the results of the integrated assessment of the technical, past performance, and price proposals, the Government may make an award to

other than the lowest-priced offeror or the offeror with the highest technical rating if the source selection official determines that doing so represents the best value to the Government.

A final rating of no less than “Acceptable” must be achieved for the overall Technical factor and no less than “Satisfactory Confidence” (or “Neutral Confidence” where there is no relevant past performance information available) for Past Performance in order for an award to be made.

Best value for the Government will be determined by comparing differences in the non-price factors with differences in price to the Government. In making this comparison the Government is more concerned with obtaining superior technical or performance capabilities than with making an award at the lowest overall price to the Government. The Government will not make an award at a significantly higher overall price to the Government to achieve slightly superior technical or performance capabilities. The degree of importance of price as a factor could become greater depending upon the equality of the proposals for the non-price factors evaluated; where competing proposals are determined to be substantially equal for non-price factors, price would become the controlling factor. The Government will determine price fair and reasonable in accordance with FAR 13.106-3.

M.5 MANDATORY MINIMUM ELEMENTS

Each proposal must demonstrate the offeror’s ability to meet the specified requirements outlined in Sections C of the RFP.

Offerors should note certain elements within the RFP have been identified as **Mandatory** which the Offeror must demonstrate can be met, at a minimum, before it may be considered for award. If Offers received do not demonstrate an ability to meet the mandatory minimum elements summarized below, the Government will reject the proposal from further consideration. The mandatory minimum elements that shall be met are as follows:

Factor 1 – Technical:

- Subfactor 1 – Materials Requirement (C.2.4)
- Subfactor 2 – System Requirement (C.3, C.3.1, C.3.1.1 and C.3.1.2)
- Subfactor 3 - Safety (C.3.1.3) and Environmental Protection (C.3.1.4)

A final rating of no less than “Acceptable” must be achieved for all mandatory minimum elements identified above. Failure to meet the mandatory minimum for any specified element is cause for rejection of the proposal as technically unacceptable.

M.6 EVALUATION APPROACH

The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas omitted from the offeror's proposal. The Government will evaluate the completeness of the offer based on the documentation provided. The evaluation will assess the strengths and weaknesses offered by each offeror as they relate to the requirements contained in the solicitation. Each proposal will be evaluated based on how well the offeror has complied with the requirements specified in Section L and M of the solicitation, as represented by the contents of the offeror's proposal, and against the evaluation factors. The evaluation factors are as follows, in descending order of importance.

Factor 1 – Technical

Factor 1 – Technical

- Subfactor 1 – Materials Requirements (C.2.4) (*Mandatory*)
- Subfactor 2 – System Requirements (C.3, C.3.1, C.3.1.1 and C.3.1.2) (*Mandatory*)
- Subfactor 3 – Safety Requirements (C.3.1.3) and Environmental Protection (C.3.1.4) (*Mandatory*)
- Subfactor 4 – Design Requirements (C.3.2)
- Subfactor 5 – Support Material and Services (C.3.3)
- Subfactor 6 – Site Preparation Plan (C.3.3.4)
- Subfactor 7 – Optional Purchase (C.4)

Factor 2 – Delivery Schedule (B.2)

Factor 3 – Contractor Qualifications and Resources (C.5)

Factor 4 – Past Performance

Factor 5 – Price

The Government will assess the extent to which the offeror’s proposal possesses clear understanding of the technical areas delineated in the solicitation and the offeror’s overall approach for accomplishing the technical requirements of the effort. The Government will also assess the degree to which an offeror's proposed technical approach meets or exceeds the requirements of the solicitation. This assessment will account for risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance. Risk will be assessed as an inherent part of the Technical factor and within each of the Technical subfactors.

The Technical Factor 1 is divided into the following subfactors:

Factor 1 – Technical

- Subfactor 1 – Materials Requirements (C.2.4) (*Mandatory*)
- Subfactor 2 – System Requirements (C.3, C.3.1, C.3.1.1 and C.3.1.2) (*Mandatory*)
- Subfactor 3 – Safety Requirements (C.3.1.3) and Environmental Protection (C.3.1.4) (*Mandatory*)
- Subfactor 4 – Design Requirements (C.3.2)
- Subfactor 5 – Support Material and Services (C.3.3)
- Subfactor 6 – Site Preparation Plan (C.3.3.4)
- Subfactor 7 – Optional Purchase (C.4)

Subfactors 1, 2 and 3 are mandatory requirements. Factors 4 – 7 are listed in descending order of importance.

FACTOR 2 – DELIVERY SCHEDULE (Section B.2)

The Government will evaluate how the Offeror’s proposal will meet or exceed BEP’s desired delivery targets as described in Section B.2 of the RFP. Furthermore, the evaluation will consider how the Offeror plans to handle work site challenges such as unscheduled work stoppages, and

oversight from the highest levels of the Government to ensure adherence to the BEP delivery targets. All Elements are of equal importance.

FACTOR 3 – CONTRACTOR QUALIFICATIONS AND RESOURCES (C.5)

The Government will evaluate how the Offeror’s proposed contractor qualifications and resources meet or exceed BEP’s requirements as described in C.5. and Section L.4.2 of the solicitation. All Elements are of equal importance.

FACTOR 4 - PAST PERFORMANCE

An Offeror’s description of its past performance, questionnaires completed by their clients, and information developed by the Government, will be used to develop a performance relevancy and confidence level. The Government will evaluate the offeror's record of past and current performance to ascertain the probability of successfully performing the required efforts of the SOW. The Past Performance evaluation establishes a performance relevancy and confidence assessment by combining the ratings.

Past performance will be evaluated to determine the Offeror’s performance relevancy and confidence for the subject solicitation. Past performance will be evaluated on how well the Offeror, as well as any proposed major subcontractors, performed the contracts/work referenced in the Offeror’s proposal. Past performance will also evaluate overall contract/work performance as it relates to quality, schedule, management and cost control.

The Government will give consideration to relevant past performance over the past five (5) years. Relevant past performance is considered to be federal, state, and local government or commercial contracts/work performed or being performed that were/are similar in size, scope, and complexity in nature to the current acquisition. The Government shall make the determination as to the relevance of an Offeror’s past performance. Past Performance information shall be gathered from Government references identified by the Offeror.

The Government reserves the right to obtain past performance information from any and all sources including Contractor Performance Assessment Reporting System (CPARS), Past Performance Information Retrieval System (PPIRS), and sources outside the Government, regardless of whether such information has been referenced or provided by the Offeror. The Government also reserves the right to contact references and points of contact provided by the Offeror and otherwise verify statements and representations made in the Offeror’s proposal. The Government will determine which past performance data is most relevant. Past performance information obtained independently of the Offeror’s proposal may be more relevant than past performance information submitted by the Offeror. It is incumbent upon the Offeror to explain the relevance of the references provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance source data, including the return of questionnaires, rests with the Offerors.

In the case of an Offeror, together with any proposed major subcontractors, without a record of relevant past performance or past performance information not available, a Neutral rating and an Unknown Confidence rating will be assigned to the Past Performance Factor. In conducting a performance relevancy assessment, an offeror will be assigned one of the ratings below:

Evaluation Factor 4: Past Performance Relevancy Ratings	
Rating	Description

Evaluation Factor 4: Past Performance Relevancy Ratings	
Very Relevant	Present/past performance effort involved <u>essentially the same</u> scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved <u>similar scope</u> and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved <u>some of the scope</u> and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved <u>little or none of the scope</u> and magnitude of effort and complexities this solicitation requires.
Neutral	No recent/relevant past performance record is available, a meaningful assessment rating cannot be assigned.

Evaluation Factor 4: Past Performance Confidence Ratings	
Rating	Description
Substantial Confidence	Based on the offeror’s recent/relevant performance record, the Government has a <u>high expectation</u> that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror’s recent/relevant performance record, the Government has a <u>reasonable expectation</u> that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror’s recent/relevant performance record, the Government has a <u>low expectation</u> that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror’s recent/relevant performance record, the Government has <u>no expectation</u> that the offeror will successfully perform the required effort.
Unknown Confidence	No recent/relevant performance record is available or the offeror’s performance record is so sparse that <u>no meaningful confidence</u> assessment rating can be reasonably assigned.

Factor 5 – PRICE

Adjectival ratings will not be used to evaluate an offeror’s proposed price volume.

The price volume will be evaluated for fairness, reasonableness, and completeness in order to make a fair and reasonable determination. An assessment that the proposal is not fair and reasonable or complete will result in the offer being considered unacceptable for award.

Fairness and Reasonableness: The price that will be evaluated is the Offeror’s “total proposed price”. The techniques and procedures in accordance with FAR 15.404-1(b) Price Analysis will be the primary means of assessing price reasonableness. For a price to be fair and reasonable, it must represent a price to the Government that a prudent person would pay in the conduct of competitive business assuming reasonable economy and efficiency.

Completeness: Price proposals shall be evaluated for completeness by assessing the responsiveness of the proposed price; by assessing the level of detail the Offeror provided price

data for all requirements in the SOW and assessing the traceability of the price. For the price data to be complete, the Offeror must provide all the data necessary to support traceability of the offer.

[END OF SECTION]

[END OF DOCUMENT]