



REQUEST FOR QUOTE

2031ZA23Q00279

Microspectrophotometer with Excitation Monochromator for Fluorescent Attachment

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SECTION A – GENERAL INFORMATION

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12 & 13, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation shall not be issued. **This is a small business set aside.**

- A. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular FAC 2023-04 / effective date of 02 June 2023.
- B. This procurement is unrestricted and the associated NAICS code is 334516 – Analytical Laboratory Physical Properties Testing and Inspection.
- C. The Defense Priorities and Allocations System (DPAS) and assigned rating are not applicable to this procurement.

[END OF SECTION]

SECTION B – PRICING SCHEDULE

Base Year

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
0001	Microspectrophotometer	1	EA	\$	\$
0002	Shipping	1	EA	\$	\$
0003	Installation and training of up to 5 personnel (dates to be determined upon award)	1	EA	\$	\$
0004	Travel for Installation Engineer	1	EA	\$	\$
Total Base Year					\$

Option Year 1

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1001	Service Contract	1	EA	\$	\$
Total Option Year 1					\$

Option Year 2

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
2001	Service Contract	1	EA	\$	\$
Total Option Year 2					\$

Option Year 3

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
3001	Service Contract	1	EA	\$	\$
Total Option Year 3					\$

Option Year 4

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
4001	Service Contract	1	EA	\$	\$
Total Option Year 4					\$
GRAND TOTAL					\$

[END OF SECTION]

SECTION C – STATEMENT OF WORK (SOW)

Microspectrophotometer with Excitation Monochromator for Fluorescent Attachment

SECTION I: Background

1.1. The Bureau of Engraving and Printing (BEP), Research Analysis Division/Office of Technology Development (OTD), District Currency Facility (DCF) is a component of the Department of the Treasury and has a requirement for a microspectrophotometer to analyze printing inks, raw materials, fibers, paper, finished currency, and similar materials. To aid in fully characterizing materials, the microspectrophotometer shall include the ability to perform excitation-emission-intensity measurements by including a monochromator as an input to the instrument. This device is critical and essential to BEPs mission.

SECTION II: Purpose

2.1. Product, Service or Outcome Needed.

The Contractor shall provide and deliver equipment, installation, and training that meets or exceeds the technical requirements and all items outlined in this Statement of Work (SOW). Any reference to brand names or trademarks in this document does not indicate endorsement by the BEP or by the US Government. The acquisition shall be conducted under the purview of the BEP Contracting Officer (CO). The Contractor shall perform to the standards outlined in this contract.

2.2. Scope of the Product, Service, or Outcome.

2.2.1. The Contractor shall provide a microspectrophotometer with an excitation monochromator for fluorescence attachment and shall include all sub-systems and major components listed in the technical requirements below. The instrument shall include the latest and current version of operating and data analysis software.

2.2.2. The Contractor shall provide all labor and materials to deliver and install the instrument. The Contractor shall be responsible for the performance of all activities and materials to install and make the system ready for operation. The Contractor shall provide startup assistance, training, calibration procedure, integration, and warranty.

SECTION III: Technical Requirements/Tasks/Outcomes

3.1. Technical Requirements

The Contractor shall provide a microspectrophotometer with an excitation monochromator for fluorescence attachment to the BEP. The instrument shall have the following features:

- 3.1.1. The instrument shall be a spectrophotometer capable of ultraviolet, visible, and near-infrared measurements with the following specifications:
 - The spectrophotometric detection range shall be at least 250 nm to 1700 nm.
 - The resolution shall not be worse than 2 nm (i.e., shall not be a number greater than 2 nm)
- 3.1.2. The instrument shall include a microscope with the following specifications:
 - The microscope shall be part of the beam path of the spectrometer.
 - The microscope shall be capable of performing both reflected and transmitted light analyses.
 - The microscope shall be capable of performing fluorescence analyses.
- 3.1.3. The microscope shall include illumination sources with the following specifications (one source may perform multiple functions):

- White light (approx. 400-700 nm).
- A UV light capable of illuminating at approx. 365 nm.
- A laser (see 3.1.4 for details)
- Excitation monochromator (see 3.1.5 for details)
- The Government prefers a UV-Vis broadband source which also provides white light (400-700 nm).
- The Government prefers the number of individual sources be minimized.
- The Government prefers that the instrument be capable of having an additional laser installed.
Note: a second laser is neither required nor desired for this contract.

3.1.4. The laser shall have the following specifications:

- The laser shall be at least 100 mW and shall have a nominal wavelength of approximately 980 nm. The laser shall be capable of reducing its power through a potentiometer (or similar), software, or both.
- The laser shall comply with the requirements of 21 CFR 1040.10 including any necessary labels, interlocks, and keys.
- The microscope shall be outfitted with a method to prevent UV light from being directed to the eyepieces.

3.1.5. The instrument shall include an excitation monochromator (i.e., a tunable light source) to allow for fluorescence measurements. A tunable laser does not meet this requirement.

- The monochromator shall have a wavelength resolution no worse than 2 nm (i.e., shall not have a number greater than 2 nm).
- The monochromator shall allow for collection of excitation-emission-intensity measurements of the sample.

3.1.6. The microscope shall have a motorized stage with the following specifications:

- The stage shall be motorized in the x- and y-axes.
- The Government prefers that the stage is also motorized in the z-axis.
- The stage shall be controlled by software, a joystick or track ball, or both.
- If the stage can be controlled by a joystick or trackball:
 - a. A suitable device shall be provided.
 - b. The Government prefers either a joystick or a track ball capable of changing stage movement speeds.
- The stage shall have a minimum step size of 0.5 microns (0.02 mils) in each motorized axis.
- The stage should be equipped to hold a standard microscope slide (i.e., a slide mount).
- The stage shall be at least approx. 4 inches (100 mm) in the x and y directions and have a travel of at least 2 inches (5 cm) in both the x- and y-axes.
- The Government prefers a stage sized large enough to hold a US banknote.

3.1.7. The area to be measured by the microscope (i.e., spot size, target area) shall be adjustable by one of the following methods:

- Using different objectives
- Inserting a mirror into the beam path to capture a portion of the observed area, or similar.

- Inclusion of a variable aperture
- 3.1.8. The microscope shall be capable of holding multiple objectives in a turret, or similar device.
- 3.1.9. The microscope shall include air objectives (no oil objectives will be acceptable) with the following specifications:
- A 10x and 20x objective which are suitable for use with the entire spectral range of the instrument
 - A 5x which is suitable for at least the visible spectrum
 - A 50x (+/- 10x) which is suitable for at least UV-Vis wavelengths
 - The offeror shall provide an option for the Government to purchase an additional 40x or higher objective which is optimized for use in the NIR region (i.e., approx. 700-1700 nm).
- 3.1.10. The microscope shall include binocular eyepieces. The Government prefers 10x eyepieces.
- 3.1.11. The microscope shall include a digital camera, detector, or similar device capable of imaging the area being observed.
- 3.1.12. The microscope shall contain filters or other similar devices to illuminate at approximately 365 nm. The offeror may include additional filters if they are part of a set. Neither a laser nor an excitation monochromator meet this requirement.
- The Government prefers that emission filter cut-on wavelength be approximately 400 nm, or allows for approximately 400-700 nm wavelengths to be passed through.
- 3.1.13. The vendor shall provide a controlling computer with all necessary peripherals and software.
- The computer shall use Windows 10 or 11 and come installed with the latest patches and updates.
 - The computer shall be capable of functioning off-line without needing to be connected to the Internet.
 - Software upgrades shall be provided by digital media, such as USB or optical disc (i.e., CD). No remote access to the computer is permitted.
 - If software upgrades are provided on optical media, then the computer shall be equipped with a suitable optical drive.
 - The computer shall come with one 27- to 32-inch monitor.
- 3.1.14. The included instrument software shall have, at a minimum, the following capabilities:
- Mapping:
 - a. The software shall be able to capture spectra at multiple points within an area.
 - b. Government prefers spectral capture in both distinct points and regions.
 - Stitching:
 - a. The software shall be able to capture multiple images from nearby and/or overlapping regions and stitch them into one image.
 - b. Government prefers this be usable with the mapping requirement to allow for mapping an area larger than the observed area.

- c. If a z-axis stage was included under 3.1.6, the Government prefers that the software be able to perform z-stacking of images.
- Exporting:
 - a. The software shall allow for exporting in common file formats (e.g., comma-separated [CSV]).
- Detector switching:
 - a. If the analysis requires multiple detectors to be used, the software shall automatically switch between them without any user intervention. The software should display the result as a single spectrum (i.e., combine the spectra from each detector into one continuous spectrum).
- Image Overlays:
 - a. The Government prefers that the software be able to overlay spectra on top of white light images when using the mapping feature.

3.1.15. The instrument shall be compatible with the lab space and operating conditions with the following parameters:

- The instrument shall be capable of operating in ambient laboratory temperature and humidity conditions (65-75 °F [18-24 °C] and 30-60 %RH, respectively).
- The instrument shall be compatible with 110/120 VAC at 60 Hz.
- The instrument, accessories, peripherals (not including the computer), and any required stand-off distances for ventilation and/or cooling, shall fit in a benchtop area not to exceed 30” (76.2 cm) deep and 104” (264 cm) wide.
- The instrument weight shall not exceed 500 lbs. (227 kg).

3.1.16. The system shall include NIST-tracible standards for calibrating the wavelength and photometric response.

3.1.17. All parts shall be new. If any supply is unavailable, Contractor shall notify the BEP Contracting Officer Representative (COR) with the recommended replacement part.

3.2 PROPER OPERATING CONDITIONS:

Using the full spectral capabilities of the offered instrument, capture reflectance spectra of the following locations:

- The black ink of the Federal Reserve Seal
 - The blue offset ink of the eagle on the left of the face of the note
 - The green ink in the zero of “20” on the bottom-left of the reverse of the note
 - The green ink in the bushes below the leftmost window of the White House on the reverse of the note
 - A red fiber anywhere on the note (located randomly throughout the paper)
1. Using a white light source and a ~365 nm filter cube, capture a visible fluorescence image on the embedded thread (left of the seal; glows green under 365 nm light).
 2. Using the excitation monochromator, perform a fluorescence measurement using UV excitation and visible emission on the location on the embedded thread. Use sufficient

excitation wavelengths to demonstrate the function of the instrument; the entire available wavelength range does not need to be used.



Figure 1: A USD\$20 bill face (top) and reverse (bottom). Blue dots show the approximate areas to be analyzed.

3.3. Installation

- 3.3.1. The Contractor shall deliver, setup, and install all equipment at BEP facilities within 180 days after award.
- 3.3.2. All incoming materials must pass a security inspection which may include examination by X-ray.
- 3.3.3. BEP shall provide escorts for the Contractor's visit(s) to the BEP. BEP will move the box(es) to the installation location. Unboxing and installation are the responsibility of the Contractor. The Contractor shall provide any additional required materials, tools, and/or personnel.
- 3.3.4. BEP reserves the right to perform any inspections for this equipment, to include inventory of parts list and supplies listed in the contract. The Contracting Officer Representative (COR) will observe the incoming spectrophotometer and monitor the installation to ensure receipt of an acceptable product according to specifications in SOW.
- 3.3.5. Any equipment arriving to the BEP damaged, shall be photographed by the BEP for records and returned to the Contractor for repair or replacement at no additional cost to the BEP. The COR will

notify the CO and the Contractor should any deliverable item(s) not meet BEP's specifications for this requirement. Any product found unacceptable will be rejected.

- 3.3.6. BEP shall provide 110 VAC electrical power and an appropriate laboratory bench for the instrument.

3.4. Training

- 3.4.1. The Contractor shall provide training for at least five (5) BEP personnel. Training shall, at a minimum, cover the basics of operation, calibration and validation, optical radiation and laser hazards, and user-level maintenance. Any training materials used for this training (e.g., PowerPoint slides, handouts, etc.) shall be provided to the BEP at the conclusion of the training. The BEP shall have authorization to reproduce this material for internal use.
- 3.4.2. The Contractor shall provide a brief overview of all capable functions of the instrument.
- 3.4.3. The Contractor shall provide a digital copy of any available video tutorials on the computer. Accessing videos via the internet from the instrument computer is not permitted.

3.5. Validation

- 3.5.1. After installation and training, a test of the system shall be performed by BEP personnel to ensure instrument performs as required in SOW and there are no unintended conflicts with the system.
- 3.5.2. All components of instrument must be provided and fully operational. All specified functions of the instrument must work properly, and all accompanying software runs without errors.
- 3.5.3. BEP personnel may perform additional tests to ensure the instrument meets the technical requirements of the SOW.

3.6. Instrument Maintenance Service Requirements

The Contractor shall provide routine preventative maintenance (PM) and calibration of the equipment, including accessories purchased through this contract, no less frequently than annually with the following specifications:

- Contractor shall provide a point of contact for maintenance and recalibration support.
- Contractor shall adhere and conform to original equipment manufacturer (OEM) specifications, manuals, bulletins, etc., in performing services and repairs. Service repair technicians shall perform service using the most up-to-date maintenance techniques and applications for service or repair being performed on equipment.
- Maintenance to instrument or computer shall be done in-person. Remote access to instrument and computer is not permitted.
- Any user-level maintenance (e.g., desiccant replacement, instrument alignment performed through software) shall be delineated by the Contractor at the time of delivery. OEM-certified maintenance and repair technicians shall perform all other remedial maintenance, service, and repairs.

3.6.1 Preventative Maintenance and Calibration

- Contractor shall calibrate all appropriate functions of the microspectrophotometer.
- After calibration, the contractor shall provide a certificate including, at a minimum:
 - The name of the technician performing the calibration
 - Instrument serial number
 - The date of the calibration
 - Whether the instrument is satisfactory “as found” or “as left”
 - Whether the instrument was in or out of tolerance
 - Any adjustments made
 - Unique identification and calibration status of each traceable standard used
 - Test method or procedure used
- All replacement parts and software shall be identical to or fully compatible with installed equipment.
- During the performance period, contractor shall update all software and firmware, as applicable, for the instrument and control computer at no additional cost. Software updates shall be provided by digital media, such as USB or CD. Downloading upgrades from the internet is not allowed as remote access to the computer is not permitted.

3.6.2 Unscheduled Maintenance

At BEP’s request, Contractor shall perform on-site emergency and/or unscheduled service/repair visits including all necessary labor, equipment (e.g., test equipment and tools), replacement equivalent system parts, OEM factory-certified replacement parts, and travel to identify, interpret, and isolate suspected and confirmed malfunctions, then repair and resolve such problems with any part or component, thus returning the equipment to proper operating condition meeting the specifications defined in SOW.

- On-site support shall be supplied within three (3) business days/best effort onsite service response of service call and shall be accomplished during local business hours, 7:00 AM to 4:00 PM excluding federal holidays and weekends.
- Unlimited telephone and email technical support relating to the system, during the Contractor's business hours, Monday – Friday (excluding Federal holidays).

3.6.3 Documentation of Services Provided

After completion of service call or annual routine preventative maintenance, the contractor shall provide the COR with a copy of a field service report/ticket identifying the following:

- The reason for the service call.
- Detailed description of the work performed.
- Test instruments or other equipment used to affect the repair or otherwise perform the service.
- The name(s) and contact information of the technician who performed the routine preventative maintenance and recalibration or repair service.
- The on-site hours expended, and parts/components replaced.

3.6.4 The Contractor shall provide four (4) one-year options for repair, routine preventative maintenance, and calibration of the instrument and accessories purchased through this contract. The start date for

these optional contract terms shall start at the conclusion of the warranty period or one (1) year after installation and acceptance, whichever is later.

3.7 Warranty

The Contractor shall provide a minimum one-year warranty for all parts, materials, labor, and travel under this contract. The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this SOW. Contractor shall provide a point of contact for warranty concerns and/or issues to the Contract Officer Representative (COR) upon completion of installation.

SECTION IV: Technical Documents

4.1. The contractor shall provide English-language documentation that describes accurate and current technical information for the microspectrophotometer. The documentation shall include operational manuals, maintenance manuals, training manuals, technical support contact information, and component purchasing information. Technical support contact information shall include but not be limited to; the name of the manufacturer’s representative, address, telephone number(s) (e.g., emergency), fax number(s), e-mail address(es) of representatives that can be contacted, and hours of operation. The BEP shall have authorization to reproduce this material for internal use.

SECTION V: Deliverables

SOW	Deliverable	Due Date	Deliverable Recipient	Deliverable Format
3.5	Contact Information for contract and PM	At time of award	COR	PDF/Email/MS Word format
3.1	Microspectrophotometer with Excitation Monochromator for Fluorescence Attachment	Within 180 days of contract award	COR	End Product
3.2	Installation	Within 180 days of contract award	COR	End Product installed and running successfully
3.3	Training	Within 180 days of contract award	COR	Training event and PDF/MS Word format
4.1	Technical Documents	At time of installation	COR	PDF/MS Word format
3.6	One (1) year Product warranty	Upon completion of installation	COR	PDF/MS Word format

RFQ	Demonstration of Technical Requirements in Quote (see RFQ for details)	At time of quote	CO	PDF/MS Word and/or .csv format
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SECTION VI: Place/ Location of Performance/ Delivery

6.1. Place/ Location of Performance/ Delivery.

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

Washington, DC Currency Facility
 14th & C St. SW
 Washington, DC 20228

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

6.2. Access to Government Facilities

The BEP is a secure facility, and all instructions of the BEP Police must be obeyed. Weapons, cameras, alcohol, or illegal drugs are not allowed on site and are subject to seizure. Persons entering the BEP will be subject to magnetic and/or hand examination and items under their control shall be examined by x-ray or hand inspection. Note that large items cannot be accepted through the 13th or 14th St. SW entrances and must be delivered through the BEP loading dock. During the life of the contract, access to the Government facility for the Contractor, its subcontractors, and suppliers shall be made available as required. During all operations on Government premises, personnel for whom the Contractor is responsible shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require the Contractor's employees to sign in and/or sign out of the Government facility. While located within the District of Columbia, the BEP will not provide parking.

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

- Interfering with Government business
- Unduly restricting traffic
- Causing unsafe conditions for employees, contractors, or visitors
- Adversely affecting the operation of BEP Facility.

Failure to adhere to BEP security regulations could result in revocation of access to the BEP and termination of the contract.

6.3. Federal Government Holidays:

If these holidays fall on Saturday, the preceding Friday shall be observed. If these holidays fall on Sunday, the following Monday shall be observed.

- | | |
|-------------------------------------|------------------------|
| • New Year's Day | 1st day of January |
| • Martin Luther King Jr.'s Birthday | 3rd Monday of January |
| • Presidents Day | 3rd Monday of February |

- | | |
|--------------------|--------------------------|
| • Memorial Day | Last Monday of May |
| • Juneteenth Day | 19th day of June |
| • Independence Day | 4th day of July |
| • Labor Day | 1st Monday of September |
| • Columbus Day | 2nd Monday of October |
| • Veterans Day | 11th day of November |
| • Thanksgiving Day | 4th Thursday of November |
| • Christmas Day | 25th day of December |

SECTION VII: Performance Delivery Period

7.1. Performance Delivery Period

The period of performance for this contract is five (5) years: A twelve (12) months base period and four (4) option periods each of twelve (12) months. The base period includes delivery, training, and a one (1) year warranty period.

- One instrument shall be delivered and installed within 180 days of contract award.
- The one-year base period shall begin following delivery, installation, and acceptance.
- Training shall be performed on the same day as installation, or on a day mutually agreed to by the Contractor or Government to be held as soon as practicable after installation.

SECTION VIII: Contracting Officer Representative

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

SECTION D – PACKAGING AND HANDLING

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

D.1 NOTICE OF PACKAGING SLIP REQUIREMENTS

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

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

D.2 GENERAL ITEMS – INFORMATION REQUIRED FOR EACH SHIPMENT

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

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

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

[END OF SECTION]

SECTION F – DELIVERY OR PERFORMANCE

F.1 **PLACE OF DELIVERY**

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

Bureau of Engraving and Printing
District Currency Facility
Attn: **Brian Horlor**
14th and C Streets, S.W.
Washington, DC 20228

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

F.2 **NOTIFICATION OF DELIVERY**

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

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

F.3 **DELIVERIES TO WASHINGTON, DC ANNEX BUILDING**

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

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

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

F.4 **BEP YEAR END SHUTDOWN PERIOD AND FEDERAL HOLIDAYS**

- (a) BEP observes the federal holidays that are listed on the Office of Personnel website at: <https://www.opm.gov/fedhol/>. The Presidential Inauguration Day is applicable only to the Washington, DC Currency Facility (DCF).
- (b) BEP's Y.E.S. Period typically occurs *December 25th through January 1st* of each calendar year.

[END OF SECTION]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION OFFICE

(a) This contract shall be administered by:

Bureau of Engraving and Printing
Office of the Chief Procurement Officer
14th and C Streets, S.W.
Washington, D.C. 20228-0001

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

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

(a) The COR **SHALL BE APPOINTED AT CONTRACT AWARD.**

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term “technical direction” includes, without limitation, direction to the Contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled “Changes”;

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the Contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the Contractor's employees.

(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the Contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government work day.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled “Disputes.”

(End of clause)

G.3 DTAR 1052-223-7003, 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.
- (a) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request. (End of clause)

[END OF SECTION]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

This is a Firm Fixed-Price type contract.

H.2 INTERPRETATION OF CONTRACT REQUIREMENTS

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

H.3 NOTICE TO THE GOVERNMENT OF DELAYS

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

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

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

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

H.5 INDEMNIFICATION

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

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

- (b) **Hold Harmless and Indemnification Agreement:** The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.
- (c) **Government's Right of Recovery:** Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.
- (d) **Government Liability:** The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

H.6 ORGANIZATIONAL CONFLICTS OF INTEREST

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

potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contacting Office, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

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

H.7 DISCLOSURE OF CONFLICTS OF INTEREST

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

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

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

H.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 hosts a suite of web-enabled applications that are used to document Contractor performance information that is required by Federal Regulations.

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

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

The registration process requires the Contractor to identify an individual that 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 website 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.

H.11 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.12 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.13 PARKING

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

H.14 UTILITIES PROVIDED

For the purpose of this contract, utilities such as water, electricity, etc., shall be furnished by the Government at no cost to the Contractor for the preparation and performance of the BAT and installation of the equipment at the Bureau. All extensions, wiring, hoses, etc., required

for connection to such utilities shall be furnished by the Contractor. The Contractor shall be required to participate in all BEP utility conservation programs. Long distance and FTS telephone services shall not be provided. If the Contractor anticipates any interruption to a utility service, the Contractor shall provide written notification to the COR 10 calendar days prior to the utility interruption.

H.15 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.16 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.17 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.18 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.19 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 Statement of Work, 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.20 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.21 CONTRACT PERFORMANCE INFORMATION

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

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

[END OF SECTION]

SECTION I – CONTRACT CLAUSES

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

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

CLAUSE NUMBER	TITLE	DATE
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirements 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
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services	DEC 2022
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000.	JUN 2020
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.247-34	F.O.B. Destination	

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 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (JUNE 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 items:

(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 items:

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (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).

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

XX (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]

XX (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 Representation (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)).
- XX** (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).
- XX** (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- XX** (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).
- XX** (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- XX** (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).
- ___ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XX** (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 items as prescribed in 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.

XX (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.

XX (49) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).

__ (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.

__ (51) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__ (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 (Nov2007) (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 Items (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- __ (58) 52.232-30, Installment Payments for Commercial Items (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3807).
- XX** (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
- __ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- __ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- __ (63) 52.242-5, 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 items:

- __ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
- __ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- __ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- __ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).
- __ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- __ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- __ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 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.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

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

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

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

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

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

(xxii) 52.232-40, 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.

(xxiii) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of clause)

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

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

DTAR 1052.210-70, Contractor Publicity (APR 2015)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without

first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered as part of the evaluation of past performance. (End of clause)

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

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

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

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

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

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

(End of clause)

[END OF SECTION]

SECTION J – ATTACHMENTS

[END OF SECTION]

SECTION K – CERTIFICATIONS

CLAUSE NUMBER	TITLE	DATE
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
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
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 Certification	JUN 2020
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation	DEC 2016

FAR 52.212-3, Offeror Representations and Certifications-Commercial Items (DEC 2022)

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

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

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

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

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

Reasonable inquiry has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

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

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service connected, as defined in [38 U.S.C. 101\(16\)](#).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

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

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs ___.

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

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

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

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

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

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

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

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

(3) *Service-disabled veteran-owned small business concern*. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that—

(i) It is, is not a service-disabled veteran-owned small business concern; or

(ii) It is, is not a joint venture that complies with the requirements of [13 CFR 125.18\(b\)\(1\)](#) and [\(2\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. _____

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or *Israeli End Products*:

Line Item No.

Country of Origin

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR [25.105](#)).

Line Item No. _____

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

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

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection

with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

Listed End Product

Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) Outside the United States.

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

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does does not certify that-

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

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

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

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that-

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

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

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

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

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

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

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

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

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

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

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

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

(2) The Offeror represents that—

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

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

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

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

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

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

Predecessor legal name:_____.

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

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM ([12.301](#)(d)(1)).

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

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

the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

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

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that—

(i) It does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of Provision)

FAR 52.225-18, Place of Manufacture (AUG 2018)

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

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

- (1) FPSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

(b) For statistical purposes only, the 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)

FAR 52.222-25, Affirmative Action Compliance (APR 1984)

The offeror represents that-

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

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

[END OF SECTION]

SECTION L – INSTRUCTIONS TO OFFEROR

<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
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers In U.S. Currency	APR 1991

L.1 PERIOD OF ACCEPTANCE OF QUOTES

The Offeror agrees to hold the prices in its quote firm for **60** calendar days from the date specified for receipt of quotes.

L.2 REQUEST FOR CLARIFICATIONS

The Government intends to evaluate offer and award a contract without clarifications with Offer. Therefore, the Offeror's initial quote should contain the Offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct clarifications if later determined by the Contracting Officer to be necessary. The Government may reject any or all quotes if such action is in the public interest; accept other than the lowest quote; and waive informalities and minor irregularities in quotes received. (FAR 52.212-1(G)).

L.3 SUBMISSION OF QUOTES

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

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

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

L.3.4 Offer must be clear, coherent, and prepared in sufficient detail for effective evaluation. Offer must clearly demonstrate how the Offer 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 shall base its evaluation on the information presented in the quote. To be eligible

for evaluation and award, offer are required to substantially meet all solicitation requirements, such as terms and conditions, technical factors, and pricing information. Failure to comply with all terms and conditions of the solicitation may result in the quote being ineligible for an award.

- L.3.5** Quotes shall be submitted to eloisa.salvatera@bep.gov and Jason.Roberts@bep.gov **no later than 4:00 p.m. (EDT) Monday, July 17, 2023.**
- L.3.6** The Offeror is responsible for submitting quotes, and any modifications or revisions, so as to reach the Government office designated in the RFQ by the time specified in the RFQ.
- L.3.7** Any offer modification received at the Government office designated in the RFQ after the exact time specified for receipt of quotes is **“late”** and may not be considered.
- L.3.8** The Offeror may submit modifications to their quotes at any time before the RFQ closing date and time. The Offeror may submit revised quotes only if requested or allowed by the CO.
- L.3.9** Offer may be withdrawn by written notice received any time before award. The Offeror shall submit quotes in response to this RFQ in English and in U.S. dollars. Withdrawals are effective upon receipt of notice by the CO.

L.4 SUBMISSION PROCESS

Quote Section	Format	Page Limitation
Volume I, Factor 1, Technical	Written: Adobe Acrobat Format	20 Pages
Volume II, Factor 2, Cost/Price	Written: Adobe Acrobat Format and MS Excel	No limitation

L.4.1 QUOTE SUBMISSION REQUIREMENTS:

Following is the specified format for all Volumes:

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

- g) **Caution:** Pages submitted in excess of the page limits enumerated above **shall not** be evaluated. Text and graphics with font size smaller than the minimum specified **shall not** be evaluated.

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

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

Response to the Requirements: Each Offeror shall submit an offer that clearly and concisely describes and defines the Offeror's response to the requirements contained in the RFQ.

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

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

L.4.2 VOLUME I/FACTOR 1, TECHNICAL

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

Offeror shall provide a rough diagram of instrument to include layout/orientation and connections of:

- light sources
- detectors
- microscope

Offerors shall provide demonstrations of the offered instrument, or similar, performing the following tasks on a USD\$20 bill, or similar banknote (see **Figure 1**). Provide an image of each spectrum or location, the raw data in .csv format, or both. Using the full spectral capabilities of the offered instrument, capture reflectance spectra of the following locations:

- The black ink of the Federal Reserve Seal
 - The blue offset ink of the eagle on the left of the face of the note
 - The green ink in the zero of “20” on the bottom-left of the reverse of the note
 - The green ink in the bushes below the leftmost window of the White House on the reverse of the note
 - A red fiber anywhere on the note (located randomly throughout the paper)
3. Using a white light source and a ~365 nm filter cube, capture a visible fluorescence image on the embedded thread (left of the seal; glows green under 365 nm light).
 4. Using the excitation monochromator, perform a fluorescence measurement using UV excitation and visible emission on the location on the embedded thread. Use sufficient excitation wavelengths to demonstrate the function of the instrument; the entire available wavelength range does not need to be used.



Figure 2: A USD\$20 bill face (top) and reverse (bottom). Blue dots show the approximate areas to be analyzed.

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

L.4.3 VOLUME II/FACTOR 2, PRICE

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

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

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

[END OF SECTION]

SECTION M – EVALUATION

M.1 FAR 52.212-2, EVALUATION – COMMERCIAL ITEMS (NOV 2021)

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

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

M.2 VOLUME I/FACTOR 1 – TECHNICAL (NON-PRICE)

Quoter will be evaluated on the Quoter’s ability to fulfill the requirement based on:

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

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

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

M.3 VOLUME II/FACTOR 2 – PRICE

The Government will evaluate price to determine fair and reasonableness. The Government will use any combination of the price analysis techniques stipulated under FAR Subpart 13.106-3.

M.4 BASIS FOR AWARD

Award will be made on the basis of the lowest evaluated price of quotes meeting or exceeding the acceptability standards for the non-cost factors. A quote is technically acceptable if it is fully compliant with all of the requirements of terms and conditions herein.

Options. The Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a

quote is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

[END OF SECTION]

[END OF DOCUMENT]