

## **SECTION A – COMBINED SYNOPSIS SOLICITATION**

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. This solicitation, 2031ZA23B00006 is issued as a request for proposal (RFP). This notice and the incorporated provisions and clauses are those in effect through the Federal Acquisition Circular 2023-02, effective March 16, 2023. The North American Industry Classification System (NAICS) code is 333244– Printing Machinery and Equipment Manufacturing, and has a small business size standard of 500 employees. **This acquisition is not set-aside for small businesses.**

The Bureau of Engraving and Printing (BEP) is a component of the United States Department of the Treasury that designs, engraves, and prints U.S. currency banknotes and other U.S. security products. U.S. currency banknote manufacturing occurs at the BEP's District Currency Facility (DCF) currently located in Washington, DC and the Western Currency Facility (WCF) located in Fort Worth, TX. The BEP's primary customer is the Federal Reserve Board (FRB).

This requirement will result in a single or multiple award Indefinite-Delivery, Indefinite-Quantity(s) (IDIQs), along with one or multiple delivery order(s), for as few as one (1) press, up to as many as (6) six presses, with up to two (2) additional optional presses, for sheet-fed simultaneous perfecting offset presses (SSPOP), and other supporting equipment and materials as listed below for the BEP Western Currency Facility (WCF) and the D.C. Replacement Facility (DCRF), to be constructed in Beltsville, Maryland. Offerors are required to submit, at a minimum, an offer that conforms to the solicitation specifications with pricing for all Contract Line-Item Numbers (CLINs). Offerors shall price each individual CLIN on a firm fixed price basis. The Government will provide a firm fixed price not to exceed amount for travel, spare parts, and consumables, and will only pay for actual incurred cost for travel, spare parts, and consumable items. An Offeror's failure to submit an offer which conforms to the solicitation specification may render the proposal unacceptable. The Government will negotiate payments based on the deliverable schedule submitted by the contractor and agreed to by the Government.

**A.1 Contract Minimum:** The minimum contract amount is \$10,000.00 and is to be accomplished via the issuance of a Delivery Order at time of Contract award.

**A.2 Contract Maximum:** The maximum amount of this contract shall not exceed \$200,000,000.00 over the life of the contract.

**A.3 Authorized Issuers:** Contracting Officers from the Bureau of Engraving and Printing are authorized to award delivery orders against this (these) contract(s).

## **SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1 SCHEDULE OF ITEMS AND PRICES**

Specific requirements for delivery and installation are cover in **section F.2** of this contract.

#### **PRESS #1**

CLIN	SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	AMOUNT
0001	Press	1	EA	\$	\$
0001A	Design Review 1	1	EA	\$	\$
0001B	Design Review 2	1	EA	\$	\$
0001C	Equipment Fabrication	1	EA	\$	\$
0002	Support Systems and Materials	1	EA	\$	\$
0003	Services	1	EA	\$	\$
0004	Testing (FIT & BAT) Completion	2	EA	\$	\$
0005	Training	1	LOT	\$	\$
0006	Travel	1	NTE	\$	\$
0007	Options	1	EA	\$	\$
TOTAL PRICE FOR BASE (Contract Line Items 0001 – 0007)-----					\$

**PRESS #2**

CLIN	SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	AMOUNT
1001	Press	1	EA	\$	\$
1001A	Design Review 1	1	EA	\$	\$
1001B	Design Review 2	1	EA	\$	\$
1001C	Equipment Fabrication	1	EA	\$	\$
1002	Support Systems and Materials	1	EA	\$	\$
1003	Services	1	EA	\$	\$
1004	Testing (FIT & BAT) Completion	2	EA	\$	\$
1005	Training	1	LOT	\$	\$
1006	Travel	1	NTE	\$	\$
1007	Options	1	EA	\$	\$
TOTAL PRICE FOR BASE (Contract Line Items 1001 – 1007)-----					\$

**PRESS #3**

CLIN	SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	AMOUNT
2001	Press	1	EA	\$	\$
2001A	Design Review 1	1	EA	\$	\$
2001B	Design Review 2	1	EA	\$	\$
2001C	Equipment Fabrication	1	EA	\$	\$
2002	Support Systems and Materials	1	EA	\$	\$
2003	Services	1	EA	\$	\$
2004	Testing (FIT & BAT) Completion	2	EA	\$	\$
2005	Training	1	LOT	\$	\$
2006	Travel	1	NTE	\$	\$
2007	Options	1	EA	\$	\$
TOTAL PRICE FOR BASE (Contract Line Items 2001 – 2007)-----					\$

**PRESS #4**

CLIN	SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	AMOUNT
3001	Press	1	EA	\$	\$
3001A	Design Review 1	1	EA	\$	\$
3001B	Design Review 2	1	EA	\$	\$
3001C	Equipment Fabrication	1	EA	\$	\$
3002	Support Systems and Materials	1	EA	\$	\$
3003	Services	1	EA	\$	\$
3004	Testing (FIT & BAT) Completion	2	EA	\$	\$
3005	Training	1	LOT	\$	\$
3006	Travel	1	NTE	\$	\$
3007	Options	1	EA	\$	\$
TOTAL PRICE FOR BASE (Contract Line Items 3001 – 3007)-----					\$

**PRESS #5**

CLIN	SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	AMOUNT
4001	Press	1	EA	\$	\$
4001A	Design Review 1	1	EA	\$	\$
4001B	Design Review 2	1	EA	\$	\$
4001C	Equipment Fabrication	1	EA	\$	\$
4002	Support Systems and Materials	1	EA	\$	\$
4003	Services	1	EA	\$	\$
4004	Testing (FIT & BAT) Completion	2	EA	\$	\$
4005	Training	1	LOT	\$	\$
4006	Travel	1	NTE	\$	\$
4007	Options	1	EA	\$	\$
TOTAL PRICE FOR BASE (Contract Line Items 4001 – 4007)-----					\$

**PRESS #6**

CLIN	SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	AMOUNT
5001	Press	1	EA	\$	\$
5001A	Design Review 1	1	EA	\$	\$
5001B	Design Review 2	1	EA	\$	\$
5001C	Equipment Fabrication	1	EA	\$	\$
5002	Support Systems and Materials	1	EA	\$	\$
5003	Services	1	EA	\$	\$
5004	Testing (FIT & BAT) Completion	2	EA	\$	\$
5005	Training	1	LOT	\$	\$
5006	Travel	1	NTE	\$	\$
5007	Options	1	EA	\$	\$
TOTAL PRICE FOR BASE (Contract Line Items 5001 – 5007)-----					\$

**PRESS #7 (OPTIONAL)**

CLIN	SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	AMOUNT
6001	Press	1	EA	\$	\$
6001A	Design Review 1	1	EA	\$	\$
6001B	Design Review 2	1	EA	\$	\$
6001C	Equipment Fabrication	1	EA	\$	\$
6002	Support Systems and Materials	1	EA	\$	\$
6003	Services	1	EA	\$	\$
6004	Testing (FIT & BAT) Completion	2	EA	\$	\$
6005	Training	1	LOT	\$	\$
6006	Travel	1	NTE	\$	\$
6007	Options	1	EA	\$	\$
TOTAL PRICE FOR BASE (Contract Line Items 6001 – 6007)-----					\$

**PRESS #8 (OPTIONAL)**

CLIN	SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	AMOUNT
7001	Press	1	EA	\$	\$
7001A	Design Review 1	1	EA	\$	\$
7001B	Design Review 2	1	EA	\$	\$
7001C	Equipment Fabrication	1	EA	\$	\$
7002	Support Systems and Materials	1	EA	\$	\$
7003	Services	1	EA	\$	\$
7004	Testing (FIT & BAT) Completion	2	EA	\$	\$
7005	Training	1	LOT	\$	\$
7006	Travel	1	NTE	\$	\$
7007	Options	1	EA	\$	\$
TOTAL PRICE FOR BASE (Contract Line Items 7001 – 7007)-----					\$

**TOTAL PROPOSED PRICE – BASE PLUS ALL OPTIONS: \$**\_\_\_\_\_

## **SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 STATEMENT OF WORK**

The contractor shall furnish the necessary personnel, material, equipment, services, and facilities to perform the work in accordance with the Statement of Work (SOW) entitled *Offset Presses Statement of Work (attached)*. **All measurements are included in the Statement of Work.**

## **SECTION D - PACKAGING AND MARKING**

### **D.1 NOTICE OF PACKAGING SLIP REQUIREMENTS**

Packaging shall be adequate to ensure acceptance by common carrier and safe arrival at destination. Preservation, packaging, and packing of all items to be delivered to the BEP shall be in accordance with Section C and standard commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination.

All markings shall be clearly legible from a distance of 36 inches. Every label must, at a minimum, contain the following:

- a. Contract Number/Purchase Order Number
- b. Package number, description and quantity of items contained therein
- c. COR's name and telephone number
- d. Room number
- e. Place of Delivery
- f. Contractor's name

### **D.2 GENERAL ITEMS – Information required for each shipment:**

- Purchase Order Number – The order 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 inquiries 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 (if item is sold to BEP in pounds)
- If items are drop shipped from a supplier, you must ensure the proper purchase order number is written on the packing 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.
- BEP Product Identification (If Applicable) – Stock Item Number assigned by BEP.
- Quantity Ordered – Quantity on the purchase order or unit of measurement.
- Quantity Shipped – With the packing slip.
- Quantity Back-ordered, where applicable.
- If the packing slip contains multiple purchase orders, each line item should include the applicable purchase order number.

**\*\*Failure to adhere to the packing slip and shipping label requirements could result in shipment rejection, processing delay, and payment delay. \*\***

## **SECTION E - INSPECTION AND ACCEPTANCE**

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

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

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-2	INSPECTION OF SUPPLIES—FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

### **E.2 INSPECTION AND ACCEPTANCE**

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

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

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

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

#### **Place of Inspection**

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

### **(1) Test Plan**

A final test plan will be established after award of the contract. A preliminary test plan will be issued at Solicitation. The contractor shall review the preliminary BEP test plan and shall submit any modifications to the BEP for review within 90 days after contract award in the event there are exceptions to the BEP proposed test plan. Upon completion of the review and incorporation of any necessary changes, the contractor shall submit a final test plan for approval by the BEP within 275 days after contract award.

The test plan shall cover all requirements under this contract. The test plan shall specify for each test/demonstration the item(s) compliance is being covered.

The contractor shall demonstrate equipment conformance with all requirements during Factory Inspection Test at the contractor's premises and during BEP Acceptance Test. The testing of the requirements shall be divided into three parts: Certification, Static Inspection, and Dynamic Inspection.

- a. Certification: Written documentation for design elements or any other requirements that cannot be reasonably tested or demonstrated during the performance of test shall be provided. Certifications shall be supplied on company letterhead, signed by officer with responsibility for the design of the equipment.
- b. Static Inspection: Static Inspection/demonstration applies to any requirement that can only be verified while the equipment is not in operational mode or for which demonstration during operational mode would interfere with the operation of the equipment.
- c. Dynamic Inspection: Dynamic Inspection/Demonstration applies to any requirement that can be demonstrated or witnessed while the equipment is in an operational mode and does not impact the performance of the equipment.

Testing of the equipment shall be scheduled in accordance with the delivery schedule, Section F.6 below. The needed certification document(s) shall be supplied to BEP on or prior to conducting any testing. A universal certification document for all systems is acceptable.

All sampling of performance measurements shall be demonstrated via the following: ( $+3\sigma < \text{specified measurement tolerance}$ ). Where  $\sigma$  = standard deviation of the samples. The sampling plan shall be sufficient to provide an appropriate confidence that the equipment operates as specified.

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

## **(2) Factory Inspection Test**

After the equipment has been fabricated but prior to authorization to ship to the BEP, a Factory Inspection Test (FIT) will be scheduled and performed to validate the design and fabrication. Sufficient advance notification shall be provided to the BEP to enable the arrangement of travel for BEP personnel to witness the testing and for shipment of materials in advance of the testing to enable the contractor to properly set up the equipment. The BEP shall be notified by the Contractor in writing, thirty (30) days prior to the start of the FIT that the equipment is ready for testing to be performed in accordance with the schedule set forth in this contract. The written notification should be sent to both the CO and the COR. The FIT shall be performed in three parts: Certification, Static Inspection and Demonstration, and Dynamic Inspection.

The FIT will be performed in accordance with the approved test plan. The duration of the FIT is expected to be five (5) to eight (8) working days for each press, of which three (3) days will require production of the press. Vendor is responsible to schedule all daily activities in such a way that all required functionality shall be sufficiently demonstrated.

During operation, the equipment shall demonstrate compliance with production rates and capabilities as required under the Statement of Work, Section C.4. The impact, if any, of unconditioned space utilized for the FIT will be taken into account.

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

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

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

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

### **(3) BEP Acceptance Test**

After the equipment has been delivered, installed and started at the BEP, a BEP Acceptance Test (BAT) shall be performed to demonstrate that the equipment is in compliance with the requirements of the contract. Testing of the system shall be scheduled to occur by the contractor in accordance with the schedule at Contract Award. The Contractor shall notify the COR, in writing, at least fifteen (15) days prior to the start of the test schedule. The approved test plan will be used to conduct the BAT. Vendor is responsible to schedule all daily activities in such a way that all required functionality shall be sufficiently demonstrated.

The BAT shall be conducted in three parts: Certification, Static Inspection/Demonstration, and Dynamic Inspection. The duration of BAT is expected to be at least eight (8) to ten (10) working days for each press, of which four (4) days will require production of the press. All acceptance testing shall be performed in the presence of authorized Bureau personnel.

The purpose of the BAT is to ensure that all functions of the equipment will conform to the specified requirements in the contract and to ensure that the equipment operates as tested at the Contractor's facility. The BEP will furnish "Government Furnished Materials", all utilities required to perform the BAT, and personnel to assist in BAT items. The contractor shall furnish all other materials, consumables and labor for the performance of the testing. The Contractor shall be responsible for their operating personnel and their associated travel costs (i.e. transportation, lodging, food, etc.)

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

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

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

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

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

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

BEP will not compensate contractors for additional testing that may be required. Since during testing security items will be required, all security measures, policies, and procedures of BEP shall be followed. All contractor personnel assigned to work around or on the equipment during testing shall have been approved by the BEP's Office of Security. Approval by the BEP's Office of Security requires that each individual completes and submits a Standard Form 85, Questionnaire for Non-Sensitive Positions, and associated supplements to the BEP for review and background check to be performed.

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

#### **(4) Acceptance**

Upon successful completion of the BAT, final acceptance of the equipment will occur following successful running of the equipment in production for at least twenty (20) days of operation on three (3) shifts or 480 hours without any problems or failures in full compliance with the requirements within this SOW.

Final acceptance will not occur until incorporation of all components and/or retrofitting of the system with specification changes have been completed, along with resolution of any open/punch list items and completion of all training. Performance of the equipment shall demonstrate a successful run as per the specifications set forth in this contract and

must be approved in writing by both the CO and the COR for successful completion of the BAT.

## **SECTION F - DELIVERIES OR PERFORMANCE**

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

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

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAYED OF WORK	APR 1984
52.247-34	FOB DESTINATION	NOV 1991

### **F.2 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 one of the following addresses identified at time of award:

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

Bureau of Engraving and Printing  
D.C. Replacement Facility  
7000 Powder Mill Road  
Beltsville, MD 20705

Press Delivery Schedule is as follows:

<b>New Offset Press and Optional Presses</b>	<b>Desired Delivery, BAT &amp; Training Dates (Calendar months after award) Deliveries will be made to the indicated facilities.</b>
<b>Base Period (Press # 1) Deliver to WCF.</b>	
Base Award	November 2023
Delivery	March 2025
Bureau Acceptance Test (BAT)	July 2025
Training	September 2025
<b>Option 1 (Press # 2) Deliver to WCF.</b>	
Exercise Option	February 2025
Delivery	March 2026
BAT	July 2026
Training	September 2026

<b>Option 2 (Press # 3) Deliver to WCF or new DCF.</b>	
Exercise Option	August 2025
Delivery	September 2026
BAT	July 2027
Training	September 2027
<b>Option 3 (Press # 4) Deliver to WCF or new DCF</b>	
Exercise Option	February 2026
Delivery	March 2027
BAT	July 2027
Training	September 2027
<b>Option 4 (Press # 5) Deliver to WCF or new DCF</b>	
Exercise Option	August 2026
Delivery	September 2027
BAT	January 2028
Training	March 2028
<b>Option 5 (Press # 6) Deliver to WCF or new DCF</b>	
Exercise Option	February 2027
Delivery	March 2028
BAT	July 2028
Training	September 2028
<b>Option 6 (Press # 7) Deliver to WCF or new DCF. (Optional)</b>	
Exercise Option	August 2027
Delivery	September 2028
BAT	January 2029
Training	March 2029
<b>Option 7 (Press # 8) Deliver to WCF or new DCF. (Optional)</b>	
Exercise Option	February 2028
Delivery	March 2029
BAT	July 2029
Training	September 2029

### **F.3 NOTIFICATION OF DELIVERY**

The Contractor shall be responsible for providing all materials and services required for the delivery and placement of the equipment and all support equipment and supplies at the designated installation site(s) within the BEP. The delivery services shall also include

all freight, rigging, unpacking, and removal of packing materials from BEP premises. The BEP will not provide any assistance during deliveries.

The contractor shall develop and submit a delivery plan to the COR seven (7) days prior to scheduling any deliveries to the BEP. The following information should be provided for all deliveries to BEP facilities:

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

Copies of the packing lists shall be included with this notification and a list of Contractor employees who will need access to the BEP to perform installation and testing of the equipment.

(1) Western Currency Facility (WCF) Delivery:

For deliveries to the WCF, vendors must call the Receiving Area at (817) 847-3822 at least twenty-four (24) hours in advance to schedule all deliveries. Appointments may be made Monday through Friday between the hours of 7:00 am to 3:00 pm or after hours at 817-847-3831.

Receiving hours are from 7:00 am to 2:30 pm local time, Monday through Friday, excluding holidays.

(2) D.C. Replacement Facility (DCRF) Delivery:

For deliveries to the DCRF, vendors must call the Receiving Area at TBD prior to contract award at least twenty-four (24) hours in advance to schedule all deliveries. Appointments may be made Monday through Friday between the hours of 7:00 am to 3:00 pm.

Receiving hours are from 7:00 am to 2:30 pm local time, Monday through Friday, excluding holidays.

#### **F.4 INSTALLATION (TURN-KEY)**

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

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

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

#### **F.5 DOCUMENTATION**

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

**F.6 DELIVERABLES AND DELIVERY SCHEDULE**

DESCRIPTION	DESIRED DELIVERY DATES (Calendar months/years After Award)
Site Preparation Information	2 Months
FIT for Press Line 1	9 Months
Delivery of Press Line 1	12 Months
BAT of Press Line 1	16 Months
FIT for Press Line 2	15 Months
Delivery of Press Lines 2	18 Months
BAT of Press Line 2	22 Months
(After exercise of Options)	
FIT for Press Line 3	9 Months
Delivery of Press Line 3	12 Months
BAT of Press Line 3	16 Months

**F.7 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, which falls in January 2025, 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.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACT ADMINISTRATION OFFICE**

(a) This contract will 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 **WILL BE PROVIDED 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. (End of clause)

## **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.

### **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 & DATA**

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

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

### **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 Contracting Office, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

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

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

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

#### **H.7 DISCLOSURE OF CONFLICTS OF INTEREST**

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

(a) The Contractor shall immediately provide to the Contracting Officer a written statement which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with that organization regulated by BEP, or with that organization or individual whose interests may be substantially affected by Departmental activities, and which is related to the work under this contract. The interest(s) described shall include those of the Contractor, its affiliates, consultants, Subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the organization, and the organization's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

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

## **H.8 POST AWARD MEETING**

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

## **H.9 EVALUATION OF CONTRACTOR PERFORMANCE**

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

(b) The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The Contractor will be permitted 60 calendar days to respond. Contractor response is voluntary. If the Contractor does not respond within 60 days, the Government will presume that the Contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.

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

Bureau of Engraving and Printing utilizes the Contractor Performance Assessment Reporting System (CPARS) and the Federal Awarded Performance and Integrity Information System (FAPIS) 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 (FAPIS)  
<http://www.fapis.gov/fapis/govt/datareports.jsp>

The registration process requires the Contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the Contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 60-day time period. After the BEP Contract Specialist registers the contract in one of the systems listed above, the Contractor will receive a system generated e-mail notifying him/her that the contract is registered. A system generated e-mail will also provide the Contractor with a User ID if the person does not already have a system User ID.

Once a performance evaluation has been prepared and is ready for comment, the Contractor representative will receive a system generated e-mail notification that the performance evaluation is electronically available for review and comment. The Contractor representative will receive an automated e-mail whenever an assessment is completed and can subsequently retrieve the completed assessment from system. Contractors may access evaluations at one of the website listed above for review and comment in CPARS.

## **H.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 will not be accepted (off-loaded) by the BEP.

All machinery delivered under this contract shall be in accordance with the BEP’s Safety, Health and Environmental requirements: **Refer to BEP Attachments M - 75D-07.0-06 EHS Requirements for Large Equipment Purchases and Attachment O - 75D-07.0-04 EHS Contractor Requirements.**

All on-site work performed by the contractor, and any subcontractor personnel, within the Western Currency Facility (WCF) shall be performed in accordance with the BEP’s Safety requirements for on-site work. **Refer to BEP Attachment N - 75.00-ENV-005 Boilerplate Requirements for Construction and Services Contractors.**

#### **H.11 GOVERNMENT FURNISHED MATERIALS (GFM)**

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

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

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

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

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

#### **H.12 ACCIDENT PREVENTION**

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

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

The Contractor shall take any other precautions necessary to protect all persons against injury at the work site and shall be held responsible for all damages to persons and property that occur as a result of his fault or negligence in performing the contract work.

Any contractor personnel that are deemed to be working in an unsafe manner or endangering their own or others health may be removed from the Bureau under order of the Contracting Officer. Any contractor personnel removed for failure to maintain a safe and healthy work environment may not be allowed to return to the Bureau's property.

### **H.13 BUREAU WORKING RESTRICTIONS**

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

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

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

### **H.14 PARKING**

Limited Parking will be available for Contractor personnel at the Fort Worth, TX facility pending availability. All vehicles entering the facility are subject to inspection.

### **H.15 UTILITIES PROVIDED**

For the purpose of this contract, utilities such as water, electricity, etc., will 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 will be required to participate in all BEP utility conservation programs. Long distance and FTS telephone services will 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.16 BUREAU'S REGULATIONS**

All persons working on Bureau premises under the terms of the Contract shall, while on the premises, be under the administrative direction of the Contracting Officer and shall be subject to all general rules and regulations governing the Bureau and, in particular, all applicable security regulations. If the contract requires contract employees to work on Bureau premises for a period of time exceeding five calendar days, such employees will be subject to an appropriate preliminary personnel security check to be conducted by the Bureau's Office of Security. Such employees shall be approved by the Contracting Officer prior to commencing work on the premises. Employees who do not meet established security criteria shall not be permitted to work on the premises.

### **H.17 PERMITS AND LICENSES – GENERAL**

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

#### **H.18 CONTRACTOR'S REPRESENTATIVE (CR)**

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

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

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

#### **H.19 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT OF 1980 GOVERNMENT OWNED FACILITIES / EQUIPMENT**

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

#### **H.20 SECURITY REQUIREMENTS**

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

#### **H.21 PERSONNEL SECURITY REQUIREMENTS**

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

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

Upon receipt of the Statement of Work, the Office of Security will provide an assessment of access level and the type of background investigation that will be granted as well as the appropriate Position Sensitivity Levels which will be assigned to all positions occupied by Contractor and Subcontractor employees. The position sensitivity of all positions occupied by Contractor and Subcontractor employees, which involve access to the Personal Computer function, including those involved in the inspection of the work are designated as Low Risk. Should other positions be identified, requiring a higher sensitivity, the position sensitivity shall be designated as High Risk. Access to the BEP and placement in these positions require that the BEP conduct a Full Field Background investigation, and that it be favorably completed. Required security packets are required to be submitted to the COR, within ten (10) working days, for use by Personnel Security Division, Office of Security. The Contractor shall submit packages of all personnel expected to be present at the Bureau for extended periods of time in excess of ten (10) working days no later than ninety (90) days prior to the delivery of the equipment to the Bureau.

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

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

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

## **H.22 SECURITY/ACCOUNTABILITY REQUIREMENTS**

The following requirements provide for essential physical security, control, and employee suitability measures to be considered for implementation by contractors. These measures apply to all "prime" and "sub" contractors who, as a result of a contract with the Bureau of Engraving and Printing (BEP), will receive, utilize, process or produce United States securities or

instruments of reproduction for the United States Government. United States securities/instruments or reproduction, hereafter referred to as US securities, are defined as designated items or materials included in or used in the manufacture of US paper currency. U.S. securities are considered to be, and remain, the property of the U.S. government. The unauthorized possession and reproduction of any U.S. obligation, security, distinctive components, paper, and/or instruments of reproduction is strictly prohibited by Title 18, U.S.C.

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

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

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

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

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

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

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

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

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

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

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

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

### **H.23 CONTRACTOR CLEARANCE THROUGH U.S. CUSTOMS AND BORDER PROTECTION**

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

### **H.24 PROTECTING SENSITIVE INFORMATION**

#### **(a) Applicability**

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

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

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

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

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

(c) Information Types

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

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

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

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

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

#### (d) Information Security Incidents

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

#### (1) Information Security Incident Reporting Requirements

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

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

#### (2) Information Security Incident Response Requirements

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

and final determinations of responsibility for the Incident and/or liability for any additional Response activities.

- d. BEP, at its sole discretion, may obtain the assistance of Federal agencies and/or third party firms to aid in Incident Response activities.
- e. The Contractor must be responsible for all costs and related resource allocations required for all subsequent Incident Response activities determined to be required by BEP, whether incurred by BEP, agents under contract or on assignment to BEP, or by third party firms.

(e) Contractor Policy Document for Protection of Sensitive Information

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

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

**H.25 INTERNET PROTOCOL VERSION 6 (IPV6)**

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

In accordance with FAR 11.002(g) and BEP Directives, this acquisition must comply with the NIST USGCB Profile and IPv6 Test Program. The Contractor must fund and provide resources necessary to support these testing requirements.

## **H.26 CONTRACTOR ACCESS TO BEP IT SYSTEMS**

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

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

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

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

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

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

## **H.27 COMPLIANCE WITH SECURITY IT POLICIES**

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

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

## **H.28 IT SECURITY AND PRIVACY AWARENESS TRAINING**

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

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

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

## **H.29 SPECIALIZED IT SECURITY AWARENESS TRAINING FOR SECURITY STAFF**

Contractor IT security personnel are required to complete specialized IT security training based on the role-based requirements below. The Contractor is required to report training completed to ensure competencies that address this training. The Contractor must ensure training hours satisfying the below training requirements are submitted to the COR upon completion of training.

<b>IT Security Roles/Functions</b>	<b>Minimum Hours Required for Specialized Training</b>
Contractor System Manager/Owner	5
Information Security Specialist Information System Security Officer (ISSO)	20
Privacy Officer	5
System Administrator Network Administrator Database Administrator Service Desk Personnel/HelpDesk Programmer/Developer	10
Other IT Personnel with security responsibilities	2

The Information Security Officer and Information Security Specialists must be a Certified Information Systems Security Professional (CISSP) within 6 months of contract award and maintain their certification throughout the period of performance, which will serve to fulfill the requirement for specialized training.

### **H.30 HSPD-12 COMPLIANCE**

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

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

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

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

### **H.31 SECURITY TECHNICAL IMPLEMENTATION**

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

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

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

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

### **H.32 FIPS140 ENCRYPTION REQUIREMENTS**

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

### **H.33 CONTRACT PERFORMANCE INFORMATION**

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

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

**H.34 MANDATORY REQUIREMENT FOR CONTRACTOR RETURN OF ALL BEP AND BEP-ACTIVITY-RELATED INFORMATION (INCLUDING BUT NOT LIMITED TO ALL RECORDS, FILES, AND METADATA IN ELECTRONIC OR HARDCOPY FORMAT)**

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

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

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

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

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

**H.35 MANDATORY REQUIREMENT FOR VERIFIED SECURE DESTRUCTION OF ALL BEP AND BEP-ACTIVITY-RELATED INFORMATION (INCLUDING BUT NOT LIMITED TO ALL RECORDS, FILES, AND METADATA IN ELECTRONIC OR HARDCOPY FORMAT).**

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

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

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

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

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

### **H.36 MANDATORY REQUIREMENT FOR CONTRACTOR RETURN OF ALL BEP-OWNED AND LEASED COMPUTING AND INFORMATION STORAGE EQUIPMENT.**

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

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

### **H.37 TRAVEL COST**

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

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

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

### **H.38 SPARE PARTS**

The Bureau intends to procure parts, on a competitive basis, as needed during the life of the contract. To assist the Bureau in procuring parts, a complete list shall be provided for all parts and components of the press and subsystems as required under the SOW Section C.10.3 - SPARE PARTS. The name of the subsystem along with its corresponding position number

within each group shall be listed. All components listed shall be cross-referenced and supplied with the technical drawings, manufacturers' literature, and any other purchased part documentation. The listing shall be organized by the type of the part; i.e., bearings, relays, etc. The solution included in section H.38 may not be needed if BEP chooses to include optional evaluation factor 2, "Vendor Managed Inventory" in its contract award.

## **SECTION I – CONTRACT CLAUSES**

<b><u>CLAUSE NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.202-1	DEFINITIONS	JUN 2020
52.203-3	GRATUITITES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)	MAY 2014
52.203-7	ANTI-KICKBACK PROCEDURES	JUN 2020
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY.	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHITEBLOWER 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
52.209-3 ALT I	FIRST ARTICLE APPROVAL—CONTRACTOR TESTING	JAN 1997
52.209-4 ALT I	FIRST ARTICLE APPROVAL—GOVERNMENT TESTING	JAN 1997
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.210-1	MARKET RESEARCH	NOV 2021
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	MAR 2023
52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	DEC 2022
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-2	AUDIT AND RECORDS—NEGOTIATION	JUN 2020
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS	JUN 2020
52.215-14	INTEGRITY OF UNIT PRICES	NOV 2021
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2010
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT	JUN 2020
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB 1999

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR 1984
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	FEB 2016
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	AUG 2018
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.222-49	SERVICE CONTRACT LABOR STANDARDS-PLACE OF PERFORMANCE UNKNOWN	MAY 2014
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	FEB 2021
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-10	WASTE REDUCTION PROGRAM	MAY 2011
52.225-18	PLACE OF MANUFACTURE	AUG 2018
52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-CERTIFICATION	AUG 2009
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS	AUG 2018
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUNE 2000
52.227-1	AUTHORIZATION AND CONSENT	JUN 2021
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-6	TAXES-FOREIGN FIXED-PRICE CONTRACTS	FEB 2013
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JULY 1995
52.243-1	CHANGES – FIXED PRICE	AUG 1987
52.245-1	GOVERNMENT PROPERTY	APR 2012

<b>CLAUSE NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.246-18	WARRANTY OF SUPPLIES OF A COMPLEX NATURE	MAY 2001
52.246-24	LIMITATION OF LIABILITY-HIGH-VALUE ITEMS	FEB 1997
52.246-25	LIMITATION OF LIABILITY – SERVICES	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT	APR 2012
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984

### **52.211-17 Delivery of Excess Quantities. (Sept 1989)**

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

(End of clause)

### **52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services. (MAR 2023)**

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

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

(6) [52.233-3](#), Protest After Award (Aug 1996) ( [31 U.S.C. 3553](#)).

(7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

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

*[Contracting Officer check as appropriate.]*

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

X (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).

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

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( [31 U.S.C. 6101 note](#)).

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

\_\_\_ (10) [Reserved].

\_\_\_ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( [15 U.S.C. 657a](#)).

\_\_\_ (12) [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](#)).

\_\_\_ (13) [Reserved]

\_\_\_ (14)

- (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](#).
- \_\_\_ (15)
- (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](#).
- \_\_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_\_ (17)
- (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](#).
- \_\_\_ (18)
- (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](#).
- \_\_\_ (19) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ( [15 U.S.C. 637s](#)).
- \_\_\_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ( [15 U.S.C. 657f](#)).
- \_\_\_ (22)
- (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mat 2023)( [15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- \_\_\_ (23) [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\(m\)](#)).
- \_\_\_ (24) [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\(m\)](#)).

\_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644\(r\)](#)).

\_\_ (26) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ( [15U.S.C. 637\(a\)\(17\)](#)).

X (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

X (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

\_\_ (30)

X (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](#).

\_\_ (31)

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

\_\_ (ii) Alternate I (Jul 2014) of [52.222-35](#).

\_\_ (32)

X (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](#).

X (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).

X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_ (35)

X (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).

X (36) [52.222-54](#), Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

\_\_ (37)

(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.)

\_\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (40)

(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](#).

\_\_\_ (41)

(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](#).

\_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ( [42 U.S.C. 8259b](#)).

\_\_\_ (43)

(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

\_\_\_ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

\_\_\_ (47)

X (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

\_\_\_ (ii) Alternate I (Jan 2017) of [52.224-3](#).

\_\_\_ (48)

(i) [52.225-1](#), Buy American-Supplies (Oct 2022) ( [41 U.S.C. chapter 83](#)).

\_\_\_ (ii) Alternate I (Oct 2022) of [52.225-1](#).

\_\_\_ (49)

(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_ (ii) Alternate I [Reserved].

\_\_\_ (iii) Alternate II (Dec 2022) of [52.225-3](#).

\_\_\_ (iv) Alternate III (Jan 2021) of [52.225-3](#).

\_\_\_ (v) Alternate IV (Oct 2022) of [52.225-3](#).

X (50) [52.225-5](#), Trade Agreements (Dec 2022) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

\_\_\_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

\_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](#)).

\_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](#)).

X (55) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).

\_\_\_ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

\_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [31 U.S.C. 3332](#)).

\_\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#)).

\_\_\_ (60) [52.232-36](#), Payment by Third Party (May 2014) ( [31 U.S.C. 3332](#)).

\_\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ( [5 U.S.C. 552a](#)).

\_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ( [15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

\_\_\_ (iii) Alternate II (Nov 2021) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

X (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ( [41 U.S.C. chapter 67](#)).

X (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](#)).

X (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) ( [29 U.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](#)).

X (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

X (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)(e)

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

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

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

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

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

(v) [52.219-8](#), 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 for Contractor Workers Under Executive Order 14026 (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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**FAR 52.204-1 Approval of Contract (DEC 1989)**

This contract is subject to the written approval of the **BEP Contracting Officer, Joseph Pishioneri** and shall not be binding until so approved.

(End of Clause)

**52.216-19 Order Limitations (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$50,000,000.00;

(2) Any order for a combination of items in excess of \$350,000,000.000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**52.216-22 Indefinite Quantity (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's

and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after *November 30, 2033*.

(End of clause)

**52.216-27 Single or Multiple Awards (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

**52.216-32 Task-Order and Delivery-Order Ombudsman (SEP 2019)**

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Constance Thomas

301 14<sup>th</sup> St. SW  
Washington DC 20228  
PH: 202-874-0494  
Email: [Constance.Thomas@bep.gov](mailto:Constance.Thomas@bep.gov)

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

#### **52.216-18 Ordering (AUG 2020)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of award through 120 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or (ii) Distributes the delivery order or task order via email to the Contractor's email address. (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### **Delivery Order Ordering Procedures:**

Should a multiple award IDIQ contract be issued, fair opportunity regulations from FAR 16.505 will be followed.

At minimum, a technical proposal and updated pricing will be requested and evaluated prior to delivery order award.

Contractors will have, at minimum, (10) ten calendar days to provide delivery order proposals.

#### **FAR 52.217-7 Option for Increased Quantity -- Separately Priced Line Item (Mar 1989)**

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

(End of Clause)

**FAR 52.217-8 Option to Extend Services (Nov 1999)**

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

(End of Clause)

**FAR 52.217-9 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 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months.

(End of Clause)

**52.228-5 Insurance-Work on a Government Installation (Jan 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the

contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

**FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

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

<https://www.acquisition.gov/>

(End of Clause)

**DTAR 1052.210-70 Contractor Publicity (APR 2015)**

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

(End of clause)

**DTAR 1052.228-70 Insurance Requirements (APR 2015)**

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

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

(b) *General liability*. The Contractor shall, at a minimum, meet the requirements specified at FAR 28.307-2(b).

(c) *Automobile liability*. The Contractor shall, at a minimum, meet the requirements specified at FAR 28.307-2(c).

(End of clause)

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

(a) Definitions. As used in this clause—

(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the

requirements identified in FAR 32.905(b), “Content of Invoices” and the applicable Payment clause included in this contract.

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

### **COVID-19 Requirements**

Refer to <https://www.saferfederalworkforce.gov/contractors/> for the latest COVID-19 safety protocols for Federal contractors.

(End of clause)

## **SECTION J LIST OF ATTACHMENTS**

### **J.1 LIST OF ATTACHMENTS**

<b>Identifier</b>	<b>Title/Description</b>
<b>Attachment 1</b>	BEP Currency Paper Specifications
<b>Attachment 2</b>	BEP Currency Pallets
<b>Attachment 3</b>	Offset Flexographic Ink Specification
<b>Attachment 4</b>	EHS Requirements
<b>Attachment 5</b>	IT Requirements
<b>Attachment 6</b>	BEP Sheet Delivery Components
<b>Attachment 7</b>	Inspection System Calibration Sheet
<b>Attachment 8</b>	50 Subject Universal CalCheck Target
<b>Attachment 9</b>	Preliminary Test Plan
<b>Attachment 10</b>	Agreement For Nondisclosure Of Nonpublic Information
<b>Attachment 11</b>	Wage Determination: Tarrant County, No.: 2015 – 5231 Revision 23
<b>Attachment 12</b>	Wage Determination: Washington DC, No.: 2015 – 4281 Revision 25
<b>Attachment 13</b>	Past Performance Questionnaire Form

## **SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

<b><u>CLAUSE NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>DATE</u></b>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEPT 2007
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION	NOV 2015

### **FAR 52.204-3 Taxpayer Identification (Oct 1998)**

#### *(a) Definitions.*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) 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 IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) [4.904](#), the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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©\(3\)](#)). 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.

#### *(d) 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.

#### *(c ) 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 \_\_\_\_\_.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

### **FAR 52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (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

[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)(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

[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

[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.

\_\_\_\_\_

\_\_\_\_\_

Line Item No.

\_\_\_\_\_  
[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)(5)(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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[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

Liste

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN:\_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other\_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name\_\_\_\_\_.

TIN\_\_\_\_\_.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted

domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

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

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

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

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

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

*Alternate I (Oct 2014).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

**FAR 52.225-6 Trade Agreements Certificate (FEB 2021)**

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

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

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of [Part 25](#) of the Federal Acquisition Regulation. 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 those products are insufficient to fulfill the requirements of this solicitation.

(End of provision)

**FAR 52.204-8 Annual Representations and Certifications (DEC 2022).**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **333244 — Printing Machinery and Equipment Manufacturing.**

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

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and

certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

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

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

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

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

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

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

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

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

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

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

(B) Exceed the simplified acquisition threshold; and

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

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation.

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

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

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

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

(x) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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

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

(xi) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xx) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

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

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

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

- \_\_\_ (i) [52.204-17](#), Ownership or Control of Offeror.
- \_\_\_ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- \_\_\_ (iii) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- \_\_\_ (iv) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- \_\_\_ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- \_\_\_ (vi) [52.227-6](#), Royalty Information.
  - \_\_\_ (A) Basic.
  - \_\_\_ (B) Alternate I.
- \_\_\_ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

FAR CLAUSE # TITLE DATE CHANGE

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

#### **FAR 52.209-5 Certification Regarding Responsibility Matters (AUG 2020)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C ) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c ) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e ) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default. (End of provision)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c )(1)(i), (c )(1)(ii), or (c )(1)(iii) of this provision.

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

(d) The offeror shall post the information in paragraphs (c )(1)(i) through (c )(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

CLAUSE	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM NUMBER	OCT 2016
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.215-1 ALT 1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	NOV 2021

### **FAR 52.216-1 Type of Contract (APR 1984)**

The BEP intends to award either a single award or multiple award, Firm Fixed Price, IDIQ contract(s). The BEP reserves the right to award one or multiple delivery order(s), for as few as one press, up to as many as (6) six presses, with up to two (2) additional optional presses.

### **FAR 52.233-2 Service of Protest (SEP 2006)**

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

Joseph Pishioneri  
BEP Washington D.C.  
14th and C Streets  
Washington, D.C. 20228  
United States  
[Joseph.pishioneri@bep.gov](mailto:Joseph.pishioneri@bep.gov)

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

### **FAR 52.237-1 SITE VISIT (APR 1984)**

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

The **site visit will take place at the BEP Western Currency Facility. The site visit** will be conducted for all interested offerors **May 17, 2023**. Time of site visit shall be requested and confirmed in advance with the contracting officer, Joseph Pishioneri, at [joseph.pishioneri@bep.gov](mailto:joseph.pishioneri@bep.gov).

Interested vendors shall meet at:

BEP Western Currency Facility  
9000 Blue Mound Road  
Fort Worth, Texas 76131

Interested parties who are confirmed to this visit should be at **the entrance no later than 30 minutes prior to the start of the visit**. Note: Parking will be provided for this site visit at the **Western Currency Facility**.

All interested vendors attending **the site visit will need to forward the full name of the representative who will be attending** as it appears on their Identification (i.e. Driver License or Passport) to **Joseph Pishioneri** via E-mail no later than **12:00 EST May 10, 2023** at [Joseph.pishioneri@bep.gov](mailto:Joseph.pishioneri@bep.gov).

## **L.1 GENERAL INFORMATION**

- L.1.1** Offeror is expected to examine this entire request for proposal. Failure to do so will be at the Offeror's own risk.
- L.1.2** Proposal shall set forth full, accurate, and complete information as required by this RFP package (including Attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.
- L.1.3** In responding to this RFP, it is the Offeror's responsibility to provide current, complete, and accurate information in their proposal. If in reviewing the proposal the Government identifies or otherwise learns that the provided proposal information is not accurate or misrepresents the Offeror's status or capabilities, that information may be used by the Contracting Officer as part of the Offeror's responsibility determination and could result in the Offeror not being eligible for award.
- L.1.4** Proposal must be clear, coherent, and prepared in sufficient detail for effective evaluation. Proposal must clearly demonstrate how the Offeror intends to accomplish the work required and must include convincing rationale and substantiation of all claims. Offeror shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the proposal. To be eligible for evaluation and award, offerors are required to substantially meet all solicitation requirements, such as terms and conditions, technical factors, and pricing information. Failure to comply with all terms and conditions of the solicitation may result in the offeror being removed from further consideration.
- L.1.5** The Government may award a contract without discussions with offeror (except clarifications as described in FAR 15.306(a)); therefore, the offeror's initial proposal should be clear and complete and contain the offeror's best terms from a technical, past performance and cost/price standpoint. The Government reserves the right to conduct discussions if later it is deemed necessary. The Government further reserves the right to reject any or all offers if such action is in the Government's best interest.

## **PERIOD FOR ACCEPTANCE OF OFFER**

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

## **COMMUNICATIONS PRIOR TO CONTRACT AWARD**

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

## **RELEASE OF INFORMATION**

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

**NOTICE TO OFFERORS REGARDING CLASSIFIED PROPOSALS:** BEP does not currently anticipate that proposals will be classified. If you choose to submit a classified proposal, you must provide notification of your intent to submit a classified proposal to Joseph Pishioneri at [Joseph.pishioneri@bep.gov](mailto:Joseph.pishioneri@bep.gov) (preferred) or by written letter.

## **SIGNATURE REQUIREMENTS**

Each Offeror shall complete the appropriate sections of the SF-33 and return it with their proposal. All amendments issued under this RFP must also be signed and returned with the proposal. The SF33 and all other documents must be signed by an official authorized to bind the Offeror.

## **REPRESENTATION AND CERTIFICATIONS**

The Offeror shall complete and provide **all** applicable elements in Section K: Representations, Certifications, and Other Statements by Offerors documents with their proposal.

## **PREPARATION COST**

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

## **REQUEST FOR CLARIFICATION**

All requests for questions and/or clarifications related to the RFP shall be submitted via e-mail to Joseph Pishioneri at [Joseph.pishioneri@bep.gov](mailto:Joseph.pishioneri@bep.gov). All questions or requests for clarifications must be submitted in writing no later than **12:00 PM Eastern Time, Thursday, May 25, 2023**. The Offeror shall note in the email subject line the Request for Proposal, “**2031ZA23B00006**” and Request for Clarification.” Prospective offerors are cautioned against contacting Government technical personnel in regard to this solicitation prior to award of this procurement. If such a contact occurs and is found to be prejudicial to competing offerors, the offeror making such a contact may be excluded from award consideration. Accordingly, all communications prior to award must be directed to the Contracting Officer, Joseph Pishioneri.

**When submitting questions and comments, please refer to the specific text of the RFP in**

**the following format:**

**Subject:** RFP No. 2031ZA23B00006

**Reference:** RFP Section\_\_\_\_, Paragraph(s)\_\_\_\_\_, Page(s)\_\_\_\_\_.

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

## **L.2 PROPOSAL SUBMISSION AND PREPARATION**

### **L.2.1 Proposal Submission**

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

**The entire proposal (all Volumes) shall be submitted electronically to the Bureau of Engraving and Printing, Office of the Chief Procurement Officer at the e-mail address shown below, no later than:**

**Time: 12:00 PM (Eastern Time)**

**Date: June 14, 2023**

**Via E-Mail to:**

Joseph Pishioneri  
Bureau of Engraving and Printing  
[Joseph.pishioneri@bep.gov](mailto:Joseph.pishioneri@bep.gov)

### **L.2.2 Submission Process**

Each Volume must be separated and contain sufficient information to permit a detailed evaluation. **Each Volume shall be in its own binder.**

All Volumes shall be clearly labeled referencing the response to the solicitation number. The Offeror shall annotate on the upper right-hand corner of the outside of each Volume the corporate name, Volume title, and “Copy # of #.” For example, the first copy of a corporation’s technical volume would be labeled: “Corporation – Technical, Copy 1 of 8”, in the upper right-hand corner on the outside cover of that section.

Proposal Section	Format	Page Limitation	Electronic Medium
Volume I Factor 1, Technical Approach Factor 2, OEM Services	PDF	No limitation	Uploaded to BEP BOX
Volume II Factor 3 – Delivery Schedule and Mitigation Plan Factor 4 – Vendor Qualifications and Resources	PDF	No limitation	Uploaded to BEP BOX
Volume III Factor 5 – Corporate Experience Factor 6 - Past Performance	PDF	Eight (8) pages double sided for Corporate Experience. Past Performance has no limitation.	Uploaded to BEP BOX
Volume IV, Factor 7 - Cost/Price	PDF	No limitation	Uploaded to BEP BOX

Volume's I and II may also be submitted to BEP.BOX.com. Offeror's shall notify the contracting officer upon submission of their proposal via e-mail that Volume I and II will also be submitted to BEP.BOX.com. Offerors should contact the contracting officer, Joseph Pishioneri, at [Joseph.pishioneri@bep.gov](mailto:Joseph.pishioneri@bep.gov) to establish a BEP BOX account if not already established.

*Website content that is hyperlinked by the proposal will not be evaluated.* The fixed media must contain the technical proposal in either Adobe, MS Microsoft Word format, and the cost proposal in MS Microsoft Excel 2013 readable format. Both the cost and technical proposal must reference the solicitation number.

### **L.2.3 General Format**

Following is the specified format for Volumes I, II and III:

- a) Volumes I and II **shall NOT** include price data
- b) Pages shall be standard 8 ½" by 11" size.
- c) 12-point size type shall be used. The font shall be Times Roman. The font size for tables and figures can be no smaller than 8-point. The font size for any graphics as it appears on the printed page can be no smaller than 8-point.
- d) Margins shall be one-inch at top/bottom and left/right of the page and pages may not be reduced. Headers and footers are allowed in the margins and their font size can be no smaller than 10-point.

- e) Pages shall be printed doubled-sided.
- f) Multiple pages or foldouts are limited to 11" by 17" size paper and shall count towards the page limit.
- g) Pages must be sequentially numbered.
- h) **Caution:** Pages submitted in excess of the page limits enumerated above will not be evaluated. Text and graphics with font size smaller than the minimum specified will not be evaluated.

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

**Cross Reference Matrix:** Each Volume shall contain a cross-reference matrix relating the proposal information to Sections L and M of the RFP. The matrix shall be sorted by RFP section number and placed at the beginning of Volumes I, II, III and IV.

**Response to the Requirements:** Each Offeror shall submit a proposal that clearly and concisely describes and defines the Offeror's response to the requirements contained in the RFP.

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

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

### **L.3 VOLUME I/FACTOR 1. TECHNICAL APPROACH INSTRUCTIONS**

Offeror's Technical Approach shall reflect an in-depth approach and solution for achieving the objectives of the BEP. Offerors shall present in detail the technical approach, methodologies, technologies, and/or techniques that will be applied in meeting the government requirement.

The Offerors shall address in sufficient details each of the subfactors as follow:

#### **Factor 1 – Technical**

- **Subfactor 1 – Materials Requirements (C.3.1)** – Describe, in detail, how the proposed equipment will use BEP supplied materials as described in Section C.3.1 of the Statement of Work.

- The proposal shall specify the range of materials, including thicknesses, allowable on the system.
- The proposal shall specify the range of sheet sizes (mm width and length) allowable on the system.
- The proposal shall specify the range of sheet formats (notes or images across and down) allowable on the system.
- **Subfactor 2– Safety and Environmental Requirements (C.3.2)** – Describe, in detail, how the proposed equipment will meet the Environmental and Safety requirements as described in Section C.3.2. of the Statement of Work.
- **Subfactor 3 – Functional Requirements (C.3.3)** – Describe, in detail, how the proposed equipment will meet the functional requirements as described in Section C.3.3 of the Statement of Work. The proposal shall include for each machine stage, the functional capabilities of the equipment. For systems that include sheet inspection system, the proposal shall include detailed information on the capability of the inspection system being offered.
  - For systems that include sheet cooling system, the proposal shall include detailed information on the capability of the cooling system being offered.
  - The proposal shall include detailed information on the capability of the sheet delivery system being offered.
  - The proposal shall include detailed information on the control stations on the system.
  - The proposal shall include detailed information on the central operation station (COS) on the system.
  - The proposal shall include detailed information on the counters on the system.
  - The proposal shall include detailed information on the data collection system, including subsystems, on the system.
  - If offered, the proposal shall include detailed information on the Product Quality Tracking subsystem
- **Subfactor 4 – Performance Requirement (C.3.4)** – Describe, in detail, how the proposed equipment will meet the performance requirements as described in Section C.3.4 of the Statement of Work.
  - The proposal shall include the vendor’s plan for monitoring and verifying the performance capabilities of the system during the warranty period.
  - The proposal shall include detailed information on the system operation, including user authorizations, as specified in C.3.4.2.
  - The proposal shall include detailed information on the capability of their machine; including maximum operational speed, normal operational speed, and the vendor’s commitment for the average shift rate for 6 hours of

operation; assuming normal starts/stops, material changes, cleanings, and lunch and other breaks; three (3) shift operation over twenty-four (24) hours.

- The proposal shall include detailed information and calculations on the capabilities of their machine to meet the spoilage and material usage rates (inks or other consumable materials) specified in section C.3.4.4.
- The proposal shall include information on the number of individuals, experience and/or qualifications required, for operation and maintenance on the system, as specified in C.3.4.4.
- The proposal shall include information on the time required to set up the system for operation, including time required to change between jobs, crews, etc., as specified in C.3.4.6.
- The proposal shall include information on the unscheduled and preventative maintenance capabilities of the system, as specified in C.3.4.7.
- **Subfactor 5 – Design Requirement (C.3.5)** – Describe, in detail, how the proposed equipment will meet the design requirements as described in Section C.3.5 of the Statement of Work.
  - Offerors shall validate their design life by either providing documentation demonstrating life in production or provide an engineering modeling assessment documenting the proposed equipment’s service life. The proposal shall include the following:
    - A. Providing documentation of the same type of equipment being offered meeting the service life requirement; with specific information on major components that experience cyclical loading (e.g. side frames, plate cylinders, impression cylinders and all other major cylinders).
    - OR
    - B. The contractor shall provide detailed engineering analysis data (Accelerated Life Testing or Finite Element Analysis) documenting the proposed equipment’s capability to meet the service life requirement, especially for major components that experience cyclical loading (e.g. side frames, plate cylinders, impression cylinders and all other major cylinders).
  - The proposal shall include a layout scaled drawing of the equipment within the installation site, floor loading, vibration isolation, specifying utility requirements, exhausts, working areas, and material flow.
  - The proposal shall include the makes and models of Programmable Logic Controllers (PLCs) that can be incorporated into the system such that the BEP can select the most advantageous.
  - The proposal shall include the means for maintaining and diagnosing problems with the control system being offered.
  - The proposal shall include the IT infrastructure being provided with the system, hardware and software, and means to maintain the system.
  - The proposal shall include the backup and recovery process for the system.

- The proposal shall include information on the surface treatments being offered to protect the equipment from deterioration, especially those with UV curing capabilities.
  - The proposal shall include information on any automatic lubrication system included with the system and means being provided to ensure against the contamination of the production environment by lubricating and/or hydraulic oil.
  - The proposal shall include detailed information on the design of the system to recover from faults.
  - If temperature compensating or control systems are utilized on the system, the proposal shall include detailed information on the design of the system.
- **Subfactor 6 – Support Systems/Materials (C.3.6)** – Describe, in detail, how the proposed equipment will meet the support systems and materials requirements as described in Section C.3.6 of the Statement of Work.
  - The proposal shall include a listing of any vendor provided materials to be furnished with the system.
  - The proposal shall include a listing of any Personal Protective Equipment (PPE) to be furnished with the system.
  - The proposal shall include a listing of any special tools to be provided with the system.
  - The proposal shall include a listing of all modular items and the number of spares to be provided with the system.
  - The proposal shall include detailed information on the technical documentation being offered with the system, including the rights to the technical documentation.
  - The proposal shall include a listing of any spare electronic storage devices to be provided with the system.
  - The proposal shall include a listing of backup software being provided with the system.
- **Subfactor 7 – Services (C.3.7)** – Describe, in detail, how the vendor will provide the services required as described in Section C.3.7 of the Statement of Work.
  - The proposal shall include a Project Management Plan for how the vendor intends on managing the project, personnel assignment, and activities to be taken to ensuring the project is completed meeting cost, schedule, and scope objectives.
  - The proposal shall include a conceptual plan for performing the Design Review Meetings, Demonstrations and/or Factory Inspection Test virtually.

- The proposal shall include a conceptual plan for testing of the system during the Factory Inspection Test and Bureau Acceptance Testing. A critical element of the BAT will be the plan to bring BEP experts up to the level to demonstrate successful performance of the system during the BAT. The proposal shall include as part of the conceptual plan, the path forward for discussions and refinement of the training program necessary for the experts and refinement of the test plan for the FIT and BAT, identifying major milestone for activities necessary for successful completion.
- The proposal shall include a conceptual plan for training of BEP individuals on the system, including the vendor's recommendations for the training structure, duration, and timing of classes.
- The proposal shall include details on the vendor's response time and activities planned for during the warranty period of the system.
- **Subfactor 8 – Options (C.3.8)** – Describe, in detail, the options offered for the system as described in Section C.3.8 of the Statement of Work
  - The proposal shall include minimum time frames between ordering of optional systems, ability to provide multiple systems at one time, ability to install equipment at more than one facility at one time and impacts of additional systems on delivery times.
  - The proposal shall include the minimum notification timeframe for FIT and Demonstration Materials.

#### **L.4 VOLUME I/FACTOR 2. ORIGINAL EQUIPMENT MANUFACTURER SUPPORT SERVICES PREPARATION INSTRUCTIONS**

\*\*\*Volume I, Factor 2 is optional to the BEP, but must be provided by offerors.

The vendor shall provide proposals for how they would establish, support, and maintain an OEM Support Services as described in SOW C.3.8.3, for the equipment being provided. (For example, either sole support onsite, 3 shifts per day, up to seven days per week or utilization and leverage of BEP's Maintenance Department, Storerooms, and BEP Logistical Services.) The proposals shall include:

- **Subfactor 1 – Vendor Managed Inventory (VMI) ( SOW C.3.8.3(1)**
  - (1) How the vendor would envision their system working
  - (2) Breakdown of parts utilized on the system into the categories
    - a. High Probability of Usage
    - b. Moderate Probability of Usage
    - c. Low Probability of Usage
  - (3) Where parts would be stored and delivery/replacement timeframes for each category
    - a. On-Site within BEP
    - b. Local
    - c. At OEM Facility
  - (4) Payment structure, notification(s) process, and/or access to inventory systems required
  - (5) Risk assessment and methodology for proprietary and long lead time parts to reduce extended downtime periods caused by spare parts

- (6) Plan to adjust the VMI process and parts category assessment over the life of the system
  - (7) Detailed replacement plan for obsolete parts
  - (8) Plan and timeline for implementation of the VMI
- **Subfactor 2 – Diagnostic Services (SOW C.3.8.3(2))**
    - (1) Range of services to be provide
    - (2) Personnel classifications available under the service (Operational Instructor, Fitter, Engineer, Electronics Technician, etc.)
    - (3) Personnel assignment
    - (4) Response timeframes from request for service
    - (5) Payment structure
    - (6) Plan and procedure for adjusting the services over the life of the system
    - (7) Plan for handling upgrades to be performed during the life of the system for:
      - a. Replacement of obsolete parts
      - b. Electronics upgrades
      - c. Inspection and data capture upgrades
    - (8) Plan and timeline for implementation of the services
- **Subfactor 3 – Maintenance Services (SOW C.3.8.3(3))**
    - (1) Range of services to be provide (Preventative, Predictive, and Emergency Maintenance)
    - (2) Personnel classifications available under the service (Operational Instructor, Fitter, Engineer, Electronics Technician, etc.)
    - (3) Personnel assignment
    - (4) Response timeframes from request for service
    - (5) Payment structure
    - (6) Plan and procedure for adjusting the services over the life of the system
    - (7) Plan for handling upgrades to be performed during the life of the system for:
      - (1) Replacement of obsolete parts
      - (2) Electronics upgrades
      - (3) Inspection and data capture upgrades
    - (8) Plan and timeline for implementation of the services
- **Subfactor 4 – Training Services (SOW C.3.8.3(4))**
    - (1) Range of services to be provide
    - (2) Personnel classifications available under the service (Operational Instructor, Fitter, Engineer, Electronics Technician, etc.)
    - (3) Personnel assignment
    - (4) Response timeframes from request for service
    - (5) Payment structure
    - (6) Plan and procedure for adjusting the services over the life of the system
    - (7) Plan for handling upgrades to be performed during the life of the system for:
      - i. Replacement of obsolete parts
      - ii. Electronics upgrades
      - iii. Inspection and data capture upgrades

(8) Plan and timeline for implementation of the services

- **Subfactor 5 – Upgrade Services/Obsolescence Replacement Services (SOW C.3.8.3(5))**

(1) Plan for performing upgrades to the system for:

- a. Replacement of obsolete parts
- b. Electronics, Inspection, and Data Capture upgrades (replacing or upgrading electronics on the system, inspection subsystems, or data capture subsystems to enhance or improve system performance, provide additional capabilities, or to ensure maintainability, reliability, and support)

(2) Plan and timeline for implementation of the services

## **L.5 VOLUME II/FACTOR 3 DELIVERY SCHEDULE INSTRUCTIONS**

- **Subfactor 1- Delivery Schedule (Section F.6 – RFP)**

The Offeror shall propose and address all deliverables in Section F.6 of the Statement of Work. In addition, Offeror shall provide a schedule for completion of the work and delivery times specified in the SOW. Schedule shall be shown in terms of calendar months from the date of authorization to proceed, or where applicable, from the date of stated event, for example, receipt of a required approval by the Contracting Officer. Offerors are requested to provide information on the impacts and benefits of timely delivery if purchasing more than one (1) system under the initial order and optional orders on the vendor's schedule for delivery.

- **Subfactor 2 - Delivery Risk Mitigation**

The contractor shall provide a Delivery Risk Mitigation Plan. The plan shall address how the contractor intends to meet the delivery schedule for the presses, including what contingencies and/or negotiations on other projects that may need to occur to ensure availability of resources to meet the delivery schedule, taking into account all other critical delivery projects the contractor is obligated to perform, has proposed to perform, or is proposing to perform. The plan shall address the contractor's suppliers, infrastructure, personnel, and other resources. The plan shall take into consideration the existing pandemic and similar global impacts on operations, supplies, shipping, and transportation.

## **L.6 VOLUME II/FACTOR 4 VENDOR QUALIFICATIONS PREPARATION INSTRUCTIONS**

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

The offeror shall provide documentation on their strategic plans, procedures, activities, resources, and infrastructure to provide a quality machine on time, provide the materials and services to support the delivery, development, fabrication, testing, installation, start-up, and training on the system to the BEP, and provide services to support the system

during the entire life of the system.  
The offeror shall provide the following:

- **Subfactor 1 - Supply Chain**

The contractor shall provide information on their Supply Chain plans, procedures, and practices. The document shall identify risks, measure impacts, establishes contingencies, provides guidelines, and established audits of suppliers to minimize disruptions to supply of components. The document shall include information on any supplier certifications and agreements with the contractor.

- **Subfactor 2 - Quality Assurance**

The contractor shall provide information on their Quality Assurance plans, procedures, and practices. The document shall identify the methods, tests, procedures, and activities that the contractor undertakes to ensure delivery of quality products and services. The document shall identify the resources and infrastructure the contractor has in place to ensure the production of a quality product and providing quality services to customers, including certifications. The documents shall address how the contractor will maintain version control of software and programs used on the system. The document shall address how the contractor monitors and addresses concerns or issues after placing a machine into operation, including addressing issues or concerns raised by other customers of similar products.

- **Subfactor 3 - Maintenance and Service**

The contractor shall provide information on their Maintenance and Service plans, procedures, and practices to provide parts and services. The document shall include information on the contractor's infrastructure and resources, parts structure, availability, lead-times for delivery of parts and responses to service requests, training programs for customers and availability of expert technicians to support solving problems, making corrective actions to systems, or modifying equipment.

- **Subfactor 4 - Long-Term Support**

The contractor shall provide information on their plan, procedures, and practices to provide Long-Term Support, support of the equipment in operation over the intended life. The document shall identify how the contractor will monitor, notify customers and address the following: supply chain changes or issues; design or component issues that impact the life, functionality or performance of the equipment; upcoming end-of-life or obsolescence of software, parts or components; operational issues experienced by other customers with a model/series of equipment; potential improvements or modifications to a model/series of equipment to address issues or offer improvements to the service life, functionality or performance of the equipment. The document shall identify the resources and infrastructure in place and plan to support the long-term operation of the equipment.

## **L.7 VOLUME II/FACTOR 5 CORPORATE EXPERIENCE PREPARATION INSTRUCTIONS**

- L.7.1** The Government will assess the Offeror's capability to perform under this contract by evaluating Offeror's Corporate Experience on previous same or similar contracts. Offeror should reference their most relevant projects for consideration for past performance. ***Offerors must identify at least one (1), no more than (3)*** Federal, State,

Local, Commercial, or foreign contracts involving security print houses, and/or Government print houses that demonstrate recent and relevant experience. Recent is defined as a period of performance ending within the last ten (10) years of the date the offeror's proposal is submitted. Offerors shall provide the following information:

1. Project Title
2. Description of the Project
3. Contract Vehicle Type (Single-Award, or Task Order)
4. Type of Contract (Firm-Fixed Price, Time and Materials, Cost Reimbursable, or Hybrid – please indicate type of hybrid contract)
5. Contract Number
6. Contract Amount
7. Contract role (Prime or Subcontractor)
8. Point of Contact's name, address, phone number and email address
9. Contracting Officer's name, address, telephone number and email address
10. Current status, e.g. completed and/or in progress, start and estimated completion dates
11. A brief narrative of why your firm believes this reference is relevant to the proposed tasks.

BEP may contact those references during the evaluation process to verify relevant experience and the level of performance. The BEP may, at its discretion, obtain and evaluate information from sources other than those provided by the Offeror.

\* In the case that an offeror is unable to provide a customer's name for privacy reasons, a generic title may be used (i.e. State Currency Printer or Commercial Currency Printer).

## **L.8 VOLUME II. FACTOR 6. PAST PERFORMANCE**

Past performance represents the Government's confidence in the contractor's ability to successfully perform as proposed and is based on an assessment of the contractor's present and past performance. To facilitate the Government's evaluation of the contractor's past performance, the Offeror shall forward the Past Performance Questionnaire Form (Attachment S) to each reference identified in their corporate experience section. The Offeror shall ensure the references' contact information is current and accurate. Offeror shall ensure the assessor is properly notified and given adequate time to complete their assessment. the contractor shall submit either a past performance questionnaire to all the references provided in Section 3, Corporate Experience, or provide the associated Contractor Performance Assessment Report (CPAR) as an attachment to the technical proposal submission (any CPAR attached does not count toward the total page count).

The past performance questionnaire is included in Attachment S. Completed Past Performance Questionnaires shall be emailed directly from the evaluator to Joseph Pishioneri at [Joseph.Pishioneri@bep.gov](mailto:Joseph.Pishioneri@bep.gov), and received not later than

the closing date of this RFP. It is the offeror's responsibility to follow-up and ensure the questionnaires are received in a timely manner. Past Performance questionnaires received directly from the offeror will not be considered.

Contractors are also advised that past performance information may be obtained from other sources known to the Government; and that the Government may also evaluate information from such other sources, even though the contractor does not include such information in its Proposal.

## **L.9 VOLUME III/FACTOR 7, COST/PRICE PREPARATION INSTRUCTIONS**

**L.9.1** Offeror's price shall clearly delineate proposed prices, rates and explain its pricing strategy. Offerors are cautioned that their proposed prices should be consistent with the proposed technical approach and reflective of the effort required by the solicitation. Unrealistically low proposed prices may be grounds for eliminating a proposal from the competition on the basis that the Offeror does not understand the requirement. Proposed burdened hourly rates shall be rounded to the nearest whole cent, and final monetary extensions (using the CLIN structure in Section B) shall be rounded to the nearest whole dollar.

Offeror shall provide pricing for all CLINs. **The price shall include supporting rationale and any assumptions in terms of its advantage(s) to the Government.** The price proposal must contain sufficient information to allow the government to perform an analysis of the proposed price.

BEP will evaluate unit pricing and aggregate pricing, including all options. Offerors are **encouraged** to submit tiered pricing with volume discounts based on the number of machines ordered, which may be more than one at a time. The Government will evaluate the reasonableness of the total proposed price of each acceptable offer in relation to other acceptable offers proposed for the same presses.

### **L.9.2 Pricing Sheet**

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

- (a) Offeror's proposed pricing shall align with Section B, Supplies or Service and Prices/Costs. The proposed fixed unit prices and amounts shall be adequately supported in order for the Contracting Officer to make the determination that the prices are fair and reasonable.
- (b) Offerors are required to provide a breakdown for each fixed unit price. For proposed labor, Offeror shall propose fully burdened hourly rates for key personnel and estimated hours required for FIT, BAT and Training.
- (c) Pricing Worksheet shall also include all materials, equipment, travel, shipping, and any other costs associated with the performance of the resulting contract.
- (d) Offerors shall propose on all contract line items, either by price or "NSP" (Not Separately Priced). A zero-dollar figure in a proposal means the Offeror will provide the line item at no

charge to the Government. A line-item price left blank will be considered nonresponsive to this request and the proposal will not be considered for award.

- (e) Volume I, Factor 2 is optional to the BEP but must be provided by offerors. BEP will determine at time of award as to whether to include this requirement. Therefore, one excel spreadsheet should include the pricing including the Volume I, Factor 2, and one excel spreadsheet should include pricing without the Volume I, Factor pricing. If BEP determines to include Volume I, Factor 2, the pricing spreadsheet that includes Volume I, Factor 2 pricing will be evaluated for this factor. If BEP determines not to include Volume I, Factor 2, that pricing spreadsheet, which did not include Volume I, Factor 2 pricing, will be evaluated for this factor.
- (f) The proposed unit prices for each specified Contract Line-Item Number (CLIN) set forth in section B.1 of this solicitation shall be the aggregate total for each proposed press, including options, for a total proposed price.

## **SECTION M – EVALUATION FACTORS FOR AWARD**

### 52.217-5 Evaluation of Options (July 1990)

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

#### **I. GENERAL INFORMATION**

The acceptability of the Offset Presses proposed, and technical portion of Offerors' proposal will be evaluated by a technical review team. The team will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, to include written critiques. The Past Performance and Price/Cost portion of each proposal will be subjected to a price analysis and a business management analysis. If award will be made without conducting discussions, Offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of past performance information and adverse past performance information to which Offerors have previously has an opportunity to respond) or to resolve minor clerical errors.

#### **II. AWARD BASED ON BEST VALUE**

a) A single award or multiple award IDIQ(s), along with one or multiple delivery order(s), for as few as one press, up to as many as (6) six presses, with up to two (2) additional optional presses, will be made for this acquisition utilizing Tradeoff procedures (see FAR 15.101-1). The Government will award to the Offeror whose proposal offers the best value in terms of Technical, Past Performance, and Price/Cost as prescribed in Section M – IV of this solicitation. Within the best value continuum, the Government will employ a tradeoff analysis of cost/price and non-cost factors (FAR 15.101-1) in evaluating the proposals submitted.

b) Proposals will be assessed for how well the Offeror's proposal meets the solicitation requirements and the risks associated with the Offeror's approach. Determining how well the Offeror's proposal meets the solicitation requirements will be accomplished in two steps. First, a determination will be made if the Offeror's proposal meets the solicitation requirements. Next, the discriminators will be identified for the proposals reflecting the unique strengths, weaknesses, and deficiencies of each offer. In addition, the Government will examine the impact of each discriminator and assess its relative value to the Government.

c) In order to make a sound selection decision, the Government needs to understand the ways in which a given proposal is considered technically strong, as well as the ways in which it is weak or deficient. The offeror's technical and cost/price proposals must be responsive to

the solicitation and demonstrate a complete understanding of the requirements as described in the solicitation. The Technical Proposal must convey to the Government that the offeror is able to plan, organize and manage resources in such a manner that the technical requirements will be achieved. The price proposal will be evaluated for cost realism, reasonableness, and completeness. The Government intends to evaluate proposals and award a contract without discussions with the offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

### **III. BASIS FOR CONTRACT AWARD**

A single award or multiple award IDIQ(s), along with one or multiple delivery order(s), for as few as one press, up to as many as (6) six presses, with up to two (2) additional optional presses, will be made from this solicitation to responsible offeror(s) whose proposal represents the best value to the Government, price and other factors considered.

The Government will conduct a tradeoff analysis utilizing a comparative assessment of proposals against the Non-price Evaluation Criteria for each factor as set forth above in determining which Offeror represents the best value to the Government. Award will be made only to an Offeror whose proposal is determined to be acceptable. An offer that is rated "marginal" or "unsatisfactory" in any single non- price factor or sub-factor may be rejected as "unacceptable." Proposals shall be evaluated on the seven factors listed in M-4.1, listed in descending order of importance. Factors 1, 2, 3 and 4 are of equal importance; but more important than factor 5 and 6; factors 5 and 6 are more important than factor 7. Factor 2 is an optional factor. In the case the BEP decides not to award OEM services on this contract(s), the evaluation results of factor 2 will not be considered in the award decision.

Best value for the Government will be determined by comparing differences in the non-price factors with differences in price to the Government. In making this comparison, the Government is more concerned with obtaining superior technical or performance capabilities, than with making an award at the lowest overall price to the Government. The Government will not make an award at a significantly higher overall price to the Government to achieve slightly superior technical or performance capabilities. The degree of importance of price as a factor could become greater depending upon the equality of the quotations for the non-price factors evaluated; where competing proposals are determined to be substantially equal for non-price factors, price would become the controlling factor. The Government may select for award the offeror whose price is not necessarily the lowest, but whose technical proposal is more advantageous to the Government and warrants the additional cost.

Offerors must satisfy the requirements described in the performance criteria, as well as other RFP requirements.

### **IV. EVALUATION FACTORS AND RATING METHODOLOGY**

#### **M-4.1 EVALUATION FACTORS**

The evaluation will be based on a complete assessment of the Offeror's proposal. Proposals shall be evaluated on the following six factors, listed in descending order of importance. Factors 1, 2, 3 and 4 are of equal importance; but more important than factor 5 and 6; factors

5 and 6 are more important than factor 7. Factor 2 is an optional factor. In the case the BEP decides not to award OEM services on this contract(s), the evaluation results of factor 2 will not be considered in the award decision.

**Factor 1 – Technical Approach**

**Factor 2 – OEM Services \*\* (optional factor)**

**Factor 3 – Delivery Schedule**

**Factor 4 – Vendor Qualifications and Resources**

**Factor 5 – Corporate Experience**

**Factor 6 – Past Performance**

**Factor 7 – Cost/Price**

**M-4.1.1 Technical Approach Factor.** The Government will assess the extent to which the offeror's proposal possesses clear understanding of the technical areas delineated in the solicitation and the offeror's overall approach for accomplishing the technical requirements of the effort. The Government will also assess the degree to which an offeror's proposed technical approach meets or exceeds the requirements of the solicitation. This assessment will account for risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, or the likelihood of unsuccessful contract performance. Risk will be assessed as an inherent part of the Technical factor and within each of the Technical subfactors.

The Technical Factor 1 is divided into the following subfactors:

- Subfactor 1 – Materials (C.3.1) (*Mandatory*)
- Subfactor 2 – Safety and Environmental (C.3.2) (*Mandatory*)
- Subfactor 3 – Functional (C.3.3)
- Subfactor 4 – Performance (C.3.4)
- Subfactor 5 – Design (C.3.5)
- Subfactor 6 – Support Systems/Materials (C.3.6)
- Subfactor 7 – Services (C.3.7)
- Subfactor 8 – Options (C.3.8)

Subfactors 1 and 2 are mandatory requirements. Subfactors 3 – 8 are listed in descending order of importance.

**M-4.1.2 OEM Services Factor.** The Government will evaluate how the Offeror's proposal will A) meet or exceed BEP's desired services to be provided with the system and B) risk assessment of the vendor's proposal to successfully provide the services. Factor 2 – OEM Services is divided into the following subfactors:

- Subfactor 1 – VMI
- Subfactor 2 – Diagnostic Services
- Subfactor 3 – Maintenance Services
- Subfactor 4 – Training Services
- Subfactor 5 – Upgrade Services

**M-4.1.3 Delivery Schedule Factor. (Section F.6)** The Government will evaluate how the Offeror’s proposal will meet or exceed BEP’s delivery targets as described in Section F.6 of the RFP. Furthermore, the evaluation will consider how the Offeror plans to handle work site challenges such as unscheduled work stoppages, and oversight from the highest levels of the Government to ensure adherence to the BEP delivery targets. Factor 3 is divided into the following subfactors:

- Subfactor 1 – Delivery Schedule
- Subfactor 2 – Delivery Risk Mitigation Plan

**M-4.1.4 Vendor Qualifications and Resources Factor.** The Government will evaluate the Offeror’s qualifications and resources to for providing and supporting the equipment to include supply chain, quality assurance, maintenance and service, and long-term support. Factor 4 is divided into the following subfactors:

- Subfactor 1 – Supply Chain
- Subfactor 2 – Quality Assurance
- Subfactor 3 – Maintenance and Service
- Subfactor 4 – Long-Term Support

**M-4.1.5 Corporate Experience Factor.** The Government will evaluate the extent to which a contractor possesses relevant experience to the Government’s requirements under this solicitation and the degree of similarity in terms of size, scope, and complexity. The evaluation will involve an assessment of the depth, breadth, and relevance of experience of the contractor, with particular emphasis on experience in Federal, State, Local, Commercial, or foreign contracts involving security print houses, and/or Government print houses. The evaluation will assess the degree of the experience in similarity in terms of size, scope, and technical complexity to the solicitation requirements.

The evaluation will be made by reviewing the information submitted by the offeror. Failure of an offeror to provide a thorough description of how its experience is similar in size, scope, and complexity to the solicited requirements may result in the proposal being determined ineligible for award.

**M-4.1.6 Past Performance Factor.** Past performance is the measure of how a contractor has performed and satisfied its customers. Using the questionnaires and other available information, the Government will evaluate performance information on each contractor based on the past and present efforts.

The evaluation will include assessments in areas such as, Technical (quality of product or service), Schedule/timeliness, and Management or business relations.

**M-4.1.7 Cost/Price Factor.** Cost/Price, while being an important factor, is not in and of itself the determining factor in the selection of the successful Offeror for award of the contract contemplated by this solicitation. Cost/Price is not scored/weighted; rather, each Offeror's cost will be evaluated for realism, reasonableness, and completeness of the proposed contract cost.

The Government will evaluate the reasonableness of the total proposed price of each acceptable offer in relation to other acceptable offers proposed for the same presses. The Government will evaluate each Offeror's price proposal that has been rendered technically acceptable at the end of the evaluation of factors 1 through 6.

For evaluation purposes, the proposed unit prices for each specified CLIN, including options, shall be a combined for an aggregate total proposed price. The Government will evaluate the reasonableness of the total price of each acceptable offer in relation to other acceptable offers proposed for the proposed presses.

## **M-4.2 RATING METHODOLOGY**

### **M-4.2.1 Technical Approach Factor Evaluation Rating**

Adjectival ratings will be used to rate the **Technical Approach Factor**. The technical rating reflects the degree to which the proposed approach meets or does not meet the minimum performance or capability requirements through an assessment of the strengths, weaknesses, and deficiencies of a proposal. The Offeror's technical solution will be rated separately from the risk associated with its technical approach. The technical rating evaluates the quality of the offeror's technical solution for meeting the Government's requirements. The risk rating considers the risk associated with the technical approach in meeting the requirement. The adjectival ratings described in Table 1 below will be used to rate the merit portion of the sub-factors in the

#### **Technical Approach Factor:**

<b>Table 1: Rating Standards for Factor 1, Subfactors One (1) and Two (2) listed below</b>	
<b>Rating</b>	<b>Definition and Criteria</b>
Acceptable	The proposal demonstrates an approach which is capable of meeting all requirements and/or objectives. The approach may include both advantages and disadvantages. Collectively, the advantages and disadvantages are likely to result in acceptable performance.

Not acceptable	The proposal demonstrates an approach which is based on a very high risk, and/or will very likely not be capable of meeting all requirements and objectives. This approach has numerous disadvantages, and advantages which, if they exist, are far outweighed by disadvantages. Collectively, the advantages and disadvantages will not result in satisfactory performance.
Advantage	An element of a proposal that exceeds a requirement in a beneficial way to the Government.
Disadvantage	A flaw in the proposal that increases the risk of unsuccessful performance.
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of disadvantages in a quote that increase the risk of unsuccessful performance to an unacceptable level.

<b>Table 2. Technical Rating for Factors 1, Subfactors three (3) through eight (8), 2, 3 and 4</b>	
<b>Rating</b>	<b>Description</b>
<b>Excellent</b>	Proposal greatly exceeds the Government's requirements. The proposal solution is of the highest quality and is thoroughly justified or substantiated. It has a strength(s) in meeting the solicited requirements, and if any weakness(es) exist, they do not offset the strengths. The proposal does not contain any deficiencies. Overall, the proposed solution presents minimal risk to the Government.
<b>Good</b>	Proposal somewhat exceeds the Government's requirements. The proposal solution is high quality and is well justified or substantiated. It has a strength(s) and weakness(es) in meeting the solicited requirements, but the strengths more than outweigh the weakness(es). The proposal does not contain any deficiencies. Overall, the proposed solution presents low risk to the Government.
<b>Satisfactory</b>	Proposal meets the Government's requirements. The proposed solution is of satisfactory quality and is well justified or substantiated. It has a strength(s) and weakness(es) in meeting the solicited requirements, but the strengths outweigh the weakness(es). The proposal does not contain any deficiencies. Overall, the proposed solution presents low to moderate risk to the Government.
<b>Marginal</b>	Proposal fails to satisfy the Government's requirements. The proposed solution contains insufficient evidence to demonstrate a satisfactory level of quality and it cannot be determined if it is justified or substantiated. The proposal may have a strength(s) in meeting the solicited requirements; however, they are offset by either significant weakness(es) or deficiencies. Corrections of significant weakness(es) and/or deficiencies could result in an satisfactory Proposal, without a major rewrite of the Proposal. Overall, the Proposal represents moderate to high risk for the Government.

<b>Unsatisfactory</b>	Proposal fails to satisfy the Government's requirements. The proposed solution is not reasonably justified or substantiated. In total, the solution contains numerous inconsistencies, significant weaknesses, and/or deficiencies. The Proposal may contain a strength(s), however, any strengths are outweighed by the significant weakness(es) and/or deficiencies. The Proposal has little to no chance of success and correction would require extensive revision that amounts to a major rewrite in order to be rated as satisfactory. The Proposal represents a high risk for the Government.
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#### M-4.2.2 Corporate Experience Factor Evaluation Rating

Table 3. Factor 5, Corporate Experience Ratings	
<b>Extremely Similar</b>	Experience clearly demonstrates prior work that is extremely similar in size, scope, and complexity. Cited experience includes many strengths that more than offset any weaknesses. Given the contractor's experience, there is no doubt the contractor has the ability to successfully perform this requirement.
<b>Similar</b>	Experience clearly demonstrates prior work that is similar in size, scope, and complexity. Cited experience includes strengths that more than offset any weaknesses. Given the contractor's experience, there is little doubt the contractor has the ability to successfully perform this requirement.
<b>Somewhat Similar</b>	Experience demonstrates prior work that is somewhat similar in size, scope, and complexity. Cited experience includes weaknesses that offset strengths. Given the contractor's experience, some doubt exists that the contractor has the ability to successfully perform this requirement.
<b>Not Similar and/or Not Relevant</b>	Experience fails to demonstrate prior work on projects similar in size, scope, and complexity. Cited experience includes weaknesses and no strengths. Given the contractor's experience, significant doubt exists that the contractor has the ability to successfully perform the requirement.

#### M-4.2.3 Past Performance Factor Evaluation Rating

Past performance is the measure of how a contractor has performed and satisfied its customers. Using the questionnaires and other available information, the Government will evaluate performance information on each contractor based on the past and present efforts.

The evaluation will include assessments in areas such as, Technical (quality of product or service), Schedule/timeliness, and Management or business relations.

Table 4. Factor 6, Past Performance Ratings	
Rating	Description
<b>Exceptional</b>	Performance meets contractual requirements and exceeds many to the Government's benefit. Contractor accomplished performance with few minor problems for which corrective actions taken were highly effective.
<b>Very Good</b>	Performance meets contractual requirements and exceeds some to the Government's benefit. Contractor accomplishes performance with some minor problems for which corrective actions taken were effective.
<b>Satisfactory</b>	Performance meets contractual requirements. Contractor performance contains some minor problems for which corrective actions taken were satisfactory.
<b>Marginal</b>	Performance does not meet some contractual requirements; Contractor performance reflects a serious problem for which the contractor has not yet identified corrective actions. Proposed actions appear marginally effective or were not fully implemented.
<b>Unsatisfactory</b>	Performance does not meet most contractual requirements and recovery is unlikely in a timely manner. Contractor performance contains a serious problem for which the contractor's corrective actions were ineffective.
<b>Neither Favorable or Unfavorable</b>	In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

The following definitions shall be considered in this evaluation:

**Strength:** An element of the Proposal which exceeds a requirement of the solicitation in a beneficial way to the Government.

**Weakness:** A flaw in the Proposal that increases the likelihood of unsuccessful contract performance.

**Significant Weakness:** A flaw in the Proposal that appreciably increases the likelihood of unsuccessful contract performance.

**Deficiency:** A material failure of the Proposal to meet a Government requirement or a combination of significant weaknesses that increase the likelihood of unsuccessful performance to an unacceptable levels.

#### **M-4.2.4 Cost/Price Factor Evaluation Ratings**

M-4.2.4.1 Price Realism Analysis. Proposed cost will be evaluated to determine if any costs are unrealistically high or low in relation to the Government's Independent Cost Estimate and the offeror's technical/management approach. Cost risks will be identified as to the degree of realism in the proposal.

M-4.2.4.2 Reasonableness. The Government will evaluate the reasonableness of proposed cost/price and target ceilings for the option periods by assessing the acceptability of the Offeror's methodology used in developing the cost/price estimates. For the cost to be reasonable, in its nature and amount, it should not exceed that which would be incurred by a prudent person in the conduct of a competitive business. This represents a compromise between the seller's and the buyer's opinion of what constitutes a fair price. Reasonableness takes into account the context of a given source selection, including current market conditions and other factors that affect the ability of an Offeror to perform the contract requirements. What is reasonable depends upon a variety of considerations and circumstances, including:

- Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the Offeror's business or of the contract performance;
- Generally accepted sound business practices, Federal and State laws and regulations, etc.; and
- Any significant deviations from the Offeror's established practices.

M-4.2.4.3 Completeness. Cost/price proposals shall be evaluated for completeness by assessing the responsiveness of the proposed cost/price, by assessing the level of detail the Offeror provided cost data for all requirements in the SOW, and assessing the traceability of estimates. For the cost data to be complete, the Offeror, or their subcontractors, must provide all the data necessary to support the offer.

## **M-5 BEST AND FINAL OFFERORS.**

Award of a contract may be based upon initial proposal submitted without discussion of their merits. Unless exception is used, the Contracting Officer shall conduct written or oral discussion with all responsible offerors who submit proposal within the competitive range. Offeror's are cautioned against buying-in and submitting unsupported changes to their prior offers. Offerors must fully substantiate cost/price changes made to the final revised proposal. Additionally, lump sum reductions in cost/price will not be accepted without supporting rationale.

**Note:** The Government reserves the right to make no award at all to this RFP. In addition, the RFP may be amended or canceled as necessary to meet the government's requirements.