

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ IS <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1		OF PAGES 17			
1. REQUEST NO. 2031ZA23Q00199		2. DATE ISSUED 28 APR 2023		3 REQUISITION/PURCHASE REQUEST NO. 152435		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1 ➔		RATING	
5a. ISSUED BY Aileen Floyd						6. DELIVER BY (Date) 60 Days After Award			
5B. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY OTHER <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> (SEE SCHEDULE)			
NAME Bureau of Engraving and Printing 14th and C St., S.W., Rm 705-A Washington, DC 20228				TELEPHONE NUMBER AREA CODE NUMBER		9. DESTINATION a. NAME OF CONSIGNEE Bureau of Engraving and Printing Washington, DC Facility			
8. TO BE COMPLETED BY QUOTER:						b. STREET ADDRESS 14 & C Streets SW			
a. NAME				b. COMPANY		c. CITY Washington			
d. CITY				e. STATE		f. ZIP CODE		d. STATE DC	
e. ZIP CODE 20228									
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 5 MAY 2023 at 05:00 PM (EDT)				IMPORTANT: This is a request for information, and quotations furnished are not Quotes. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE (Include applicable Federal, State and local taxes)									
ITEM NO. (a)		SUPPLIES/SERVICES (b)				QTY €	UNIT (d)	UNIT PRICE €	AMOUNT (f)
		This is a request for quote for the supplies listed on page 3 (Schedule). This RFQ synopsis/solicitation for commercial items is prepared in accordance with the Federal Acquisition Regulations (FAR) in Subpart 12 & 13. This is a Firm Fixed Price procurement under NAICS Code: 334519 – Other Measuring and Controlling Device Manufacturing; Business Size Standard: 600 employees. All quotes will be accepted no later than – see Block 10 above.							
12. DISCOUNT FOR PROMPT PAYMENT QUOTEED		a. 10 CALENDAR DAYS (%)		b. 20 CALENDAR DAYS (%)		c. 30 CALENDAR DAYS (%)		d. CALENDAR DAYS NUMBER PERCENTAGE	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.									
13. NAME AND ADDRESS OF QUOTER						14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER:									
b. STREET ADDRESS						16. SIGNER			
c. COUNTY						c. NAME (Type or print)		b. TELEPHONE	
d. CITY				e. STATE		f. ZIP CODE		c. TITLE (Type or print)	
								NUMBER	

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SECTION I – PRICING SCHEDULE

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
0001	ADA Compliant Magnetometers (Metal Detectors Walk Through)	10	EA	\$	\$
0002	Desktop Remote Controls	10	EA	\$	\$
0003	Installation and Setup	1	EA	\$	\$
TOTAL					\$

[END OF SECTION]

SECTION II – PACKAGING AND HANDLING

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

1.0 Notice of Packaging Slip Requirements:

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

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

2.0 General Items – Information Required for Each Shipment:

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

3.0 Line Items – Information Required for Each Line Item Included in the Shipment:

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

4.0 Notice of Shipping Label Requirements:

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

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

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

[END OF SECTION]

SECTION III – DELIVERY OR PERFORMANCE

1.0 **Place of Delivery:**

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

Bureau of Engraving and Printing
District Currency Facility
Attn: **Augustin Roman**
14th and D Streets, S.W.
Washington, DC 20228

The BEP shall not provide paring for the BEP Washington D.C. Facility.

2.0 **Notification of Delivery:**

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

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

3.0 **Deliveries to Washington, DC Annex Building:**

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

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

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

4.0 **BEP Year End Shutdown Period and Federal Holidays:**

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

[END OF SECTION]

SECTION IV – CONTRACT ADMINISTRATION DATA

1.0 CONTRACT ADMINISTRATION OFFICE

(a) This contract shall be administered by:

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

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

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

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

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

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

- (1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;
- (2) Constitutes a change as defined in the clause entitled "Changes";
- (3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) Interferes with the Contractor's right to perform under the terms and conditions of the contract; or
- (6) Directs, supervises or otherwise controls the actions of the Contractor's employees.

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

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

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

(End of clause)

3.0 DTAR 1052-223-7003, Electronic Submission of Payment Requests (APR 2015)

(a) Definitions. As used in this clause—

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

[END OF SECTION]

SECTION V – CONTRACT CLAUSES

CLAUSE NUMBER	TITLE	DATE
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	NOV 2021
52.212-4	Contract Terms and Conditions – Commercial Products and Commercial Services	DEC 2022
52.247-34	F.O.B Destination	NOV 1991

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

This contract is subject to the written approval of the **BEP Contracting Officer** and shall not be binding until so approved. (End of Clause)

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Order – 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 items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

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

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

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 4655).

- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- XX** (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved].
- ___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- XX** (8) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).
- ___ (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]
- XX** (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).
- XX** (22) (i) 52.219-28, Post Award Small Business Program Representation (MAR 2023) (15 U.S.C. 632(a)(2)).
 - ___ (ii) Alternate I (Mar 2020) of 52.219-28.
- ___ (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)).

XX (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).

XX (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

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

XX (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

XX (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

— (ii) Alternate I (Feb 1999) of 52.222-26.

— (31) (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) (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.

— (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

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

XX (35) (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).

— (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 items as prescribed in 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.

XX (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) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

XX (48) 52.225-1, Buy American-Supplies (Nov 2021) (41 U.S.C. chapter 83).

___ (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.

___ (50) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

___ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021) .

___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

___ (57) 52.232-30, Installment Payments for Commercial Items (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3807).

XX (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 items:

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

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

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

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

— (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

— (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

— (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Jan 2022).

— (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

— (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

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

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

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. (End of clause)

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

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

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)

[END OF SECTION]

SECTION VI - ATTACHMENTS

Identifier	Title/Description
Attachment I	Statement of Work ADA Compliant Magnetometers
Attachment II	SOW Attachment A Magnetometer
Attachment III	SOW Attachment B Remote Control

SECTION VII - INSTRUCTIONS TO QUOTERS

CLAUSE NUMBER	TITLE	DATE
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services	MAR 2023

1.0 GENERAL QUOTE PREPARATION INSTRUCTIONS

Quoters shall submit a firm fixed price for all items. For any item where a quote will not be quoted, the Quoter shall state “No Quote”. The estimated delivery date shall be included for each quote. The quote shall include full specifications of proposed items. Please provide DUNS or CAGE. Registration in the System for Award Management is required (www.sam.gov).

Quoter shall submit a single quotation which includes information to be evaluated for award. Quoter shall address the following factors:

- Technical - Quoter shall provide a brief description of the items. Descriptions can be item number and/or item specifications. Quoter may also provide brochures that addresses item specification.
- Price – Quoter shall provide firm, fixed pricing in U.S. Dollars for all items to include shipping cost.

2.0 PERIOD OF ACCEPTANCE

The Quoter agrees to hold the prices in its quote firm for **60** calendar days from the date specified for receipt of quotes unless another time period is specified in an addendum to the RFQ. Quotes shall be submitted no later than – see Block 10. Quotes shall be submitted via email to Aileen.Floyd@bep.gov.

3.0 CONTRACT AWARD

The Government intends to evaluate quotes and award a contract without discussions with Quoters. Therefore, the Quoter’s initial quote should contain the Quoter’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all Quotes if such action is in the public interest; accept other than the lowest quote; and waive informalities and minor irregularities in Quotes received.

[END OF SECTION]

SECTION VIII - EVALUATION

CLAUSE NUMBER	TITLE	DATE
52.212-2	Evaluation-Commercial Products and Commercial Services	NOV 2021

1.0 GENERAL

The Government will review quotations submitted to determine compliance with the quotation preparation instructions. If it is determined that the quotation is substantially not in compliance with the instructions above, the Government may deem that quotation to be unacceptable and it will not be evaluated further. The quotation may be removed from consideration for contract award.

2.0 EVALUATIONS METHODOLOGY

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

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

- Technical (non-price): The Quoter's quotation will be evaluated for technical acceptability that most closely match the identified BEP requirement in the RFQ. An evaluation rating of ACCEPTABLE or UNACCEPTABLE will be assigned upon completion of the evaluation. If the Quoter receives a rating of "Unacceptable," the Quoter will not be considered for award.
- Price: The Government will evaluate price to determine best value. The Government will use any combination of the price analysis techniques stipulated under FAR Subpart 13.106-3 to determine price fair and reasonableness.

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

[END OF SECTION]

[END OF DOCUMENT]