

**BROAD AGENCY ANNOUNCEMENT (BAA)**

**BAA NUMBER: 70Z02326RBAAGLCOE**

**Freshwater Oil Spill Preparedness, Response, and Science Research**

United States Coast Guard (USCG)

Great Lakes Oil Spill Center of Expertise (GLCOE)

## I. INTRODUCTION

This announcement is being made to support the United States Coast Guard (USCG) Great Lakes Oil Spill Center of Expertise to open a Broad Agency Announcement (BAA) **70Z02326RBAAGLCOE** and will be funded with FY 2026 funds. This document supports a BAA as contemplated under Federal Acquisition Regulation (FAR) 35.016(d) and (e). Contracts and/or Agreements based on responses to this BAA are the result of full and open competition and in full compliance with the provisions of Public Law (PL) 98-369, "The Competition in Contracting Act of 1984."

This announcement constitutes a solicitation. This BAA is gathering interest for proposal and white papers and this announcement does not commit the Government to any contractual agreements or arrangements.

No entitlement or payment of direct or indirect costs or charges by the USCG will arise because of submission of responses to this announcement and USCG use of such information.

USCG reserves the right to select for award and fund all, some, or none of the submissions received in response to this BAA. USCG will not provide funding or reimbursement for proposal development costs. Full submissions or any other material submitted in response to this BAA will not be returned. All submissions shall be unclassified.

USCG reserves the right to use this announcement and responses received as part of market research efforts and may appropriately use other FAR parts to procure services.

## II. GENERAL INFORMATION

- a. **Agency Name:** United States Coast Guard (USCG)
- b. **Research Opportunity Title:** Freshwater Oil Spill Preparedness, Response, and Science Research Closed Proposal
- c. **Program Name:** Great Lakes Oil Spill Center of Expertise (GLCOE)
- d. **Research Opportunity Number:** 70Z02326RBAAGLCOE
- e. **NAICS Code:** The NAICS Code for this acquisition is 541715 for Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology).
- f. **BAA Type:** Closed One-Step Announcement
- g. **Response Date:**
  - i. Technical Proposals and questions regarding the Technical Proposal submissions must be submitted at the **below noted deadlines**.
  - ii. There are three (3) Technical Proposal submission related cut-off dates:
    - 1. If there are questions in response to this BAA, they are due by 12:00 pm EST on **March 7, 2025**. Send questions to SMB-GreatLakesCOE@uscg.mil and Jesse.L.Womack@uscg.mil and Kenechukwu.A.Anakor@uscg.mil.

2. If questions are asked, answers will be provided via an amendment to the BAA posted on SAM.gov. Answers will be posted by **March 14, 2025**.
  3. The deadline for submitting Technical Proposals is **March 31, 2025**, at 12:00 pm EST. Send Technical Proposals via email to SMB-GreatLakesCOE@uscg.mil and Jesse.L.Womack@uscg.mil.
- h. Eligible Offerors:** This BAA is open to all responsible sources in accordance with FAR 2.101, which states, “Responsible prospective contractor means a contractor that meets the standards in 9.104.”

### **III. RESEARCH OPPORTUNITY DESCRIPTION**

#### **a. Background:**

- i. The Great Lakes region, under the jurisdiction of the 9th Coast Guard District, is a uniquely challenging environment for oil-spill preparedness and response. With the environmental and economic importance of the Great Lakes region, Congress mandated that the U.S. Coast Guard must establish the Great Lakes Oil Spill Center of Expertise (GLCOE).
- ii. Oil spills threaten the water quality and ecosystems of the Great Lakes. Vessels, pipelines, rail, and nearshore facilities cause most of the spills in the region. Although most spills on the lakes are less than 10 gallons, the oil cannot always be eliminated quickly and completely enough to avoid impairment of natural ecosystems, drinking water, and particular industries, such as commercial fishing. Moreover, although technologies exist to mitigate damage from oil spills, most of these have been developed for saltwater environments; less progress has been made on improving methods of containment and removal in freshwater and ice conditions, which differ in density, water-circulation patterns, and ecosystems from those found in saltwater.
- iii. The GLCOE’s purpose is to operationalize innovative ideas that improve freshwater and ice affected water oil spill responses. The GLCOE is an independent, non-operational body with a legislative mandate to conduct research in the domain of oil spill response.

#### **b. History:**

- i. In 2018, Congress required that the Coast Guard prepare “assessment results regarding the effectiveness of oil spill response activities specific to the Great Lakes”. That report, which the Coast Guard delivered to Congress in November 2018, informed Section 807 of the Frank LoBiondo Coast Guard Authorization Act of 2018 (Pub. L. 115-282). The act directed the establishment of the Great Lakes Oil Spill Center of Expertise. Below highlights many of the significant events in the development and establishment of the GLCOE:
  1. 2016 – Congress required Coast Guard to prepare an oil spill response assessment in the Great Lakes.

2. 2018 – The report from the Coast Guard to Congress informed Section 807 of the Coast Guard Authorization Act of 2018, directing the establishment of GLCOE.
3. 2018 – Senator Gary Peters (Michigan) secured \$4.5M for the Great Lakes Center of Expertise initiative.
4. 2020 – Homeland Security Operational Analysis Center made recommendations for short/long-term progress and logistics, including staffing positions, partnerships, and site locations.
5. 2023 – Released first Broad Agency Announcement.

**c. Functional Mandate:**

- i. Monitor and assess, on an ongoing basis, the current state of knowledge regarding freshwater oil response technologies and the behavior and effects of oil spills in the Great Lakes.
- ii. Identify any specific gaps in the Great Lakes Oil spill research, including as assessment of major scientific or technological deficiencies in responses to past spills in the Great Lakes and other freshwater bodies, and seek to fill those gaps.
- iii. Conduct research, development, testing, and evaluation for freshwater oil spill response equipment, technologies, and techniques to mitigate and respond to oil spills in the Great Lakes.
- iv. Educate and train Federal, State, and Local first responders in Coast Guard District 9 in –
  1. The incident command system structure
  2. Great Lakes oil spill response techniques and strategies, and
  3. Public affairs
- v. Work with academic and private sector response training response centers to develop and standardize oil spill response training and techniques for use in the Great Lakes.

**d. Research Topics:** For FY 2026, the GLCOE is interested in funding proposal(s) for projects related to the following theme(s):

- i. Theme 1: Freshwater Oil Spill Preparedness
  1. Detection of submerged oil (non-floating or weathered)
  2. In situ oil sensors
  3. Oil spill surveillance
  4. Other Freshwater Oil Spill Preparedness topics
- ii. Theme 2: Freshwater Oil Spill Response
  1. Uncrewed aerial systems and sensors
  2. Uncrewed underwater systems and sensors
  3. Cold Weather Response / Spill Response Safety
  4. Response Equipment Innovation / Novel Technologies
  5. Physical Recovery of Oil
  6. Other Freshwater Oil Spill Response topics
- iii. Theme 3: Alternative Response Measures' Application in Freshwater
  1. Shoreline cleaner

2. In situ burning
3. Bioremediation
4. Other Alternative Response Measure Applications in Freshwater topics
- iv. Theme 4: Fundamental Freshwater Oil Spill Science and Response Technology Research
  1. Oil physiochemistry and freshwater data gaps
  2. Fundamentals of oil sensing
  3. Response ramifications
  4. Fate, Behavior and Transport of Oil in the Environment
  5. Other Fundamental Freshwater Oil Spill Science and Response Technology Research topics

**e. Specific Tasks:**

- i. Technical Task Management:
  1. The contractor shall identify a Principal Investigator to manage the technical task effort, which will be considered a Key Personnel position. The Principal Investigator shall be responsible for ensuring proper technical task program planning and control, timely problem identification and resolution, and adequate technical and programmatic interaction with the Government Program Manager. The Principal Investigator shall plan, organize, and manage resources necessary to accomplish the technical task and shall promote strong management, communications, and coordination with any subcontractors and/or associate contractors involved in the technical task. The Principal Investigator shall be responsible for ensuring a timely contractor response to all Government Program Manager information requests.
- ii. Project Schedule:
  1. The project schedule represents the offeror's commitment to perform the project tasks in an orderly, timely manner. On individual contracts, the contractor shall specify specific days after contract start in the project schedule using a timeline chart showing all major tasks and subtasks, milestones, decision gates, reviews, technical interchange meetings, demonstrations, tests, product deliveries, and overall period of performance.
- iii. Meetings:
  1. Kickoff Meeting: To be held within fourteen (14) days after award.
  2. Development Tasks: These tasks will be documented in the draft and final Project Management Plan.
  3. Progress Meetings: Via telephone or videoconference, a progress meeting shall take place each month, and a quarterly meeting may be requested for a status update.
  4. Annual Collaborative: Via in-person (located in Sault Ste. Marie, MI or Ann Arbor, MI), an annual meeting (tentative **June 2026**) must take place with all GLCOE collaborators.

5. Deliverable: Meeting Minutes from Kickoff and Monthly Progress Meetings.
  6. Deliverables: Additional deliverables may be requested based on Technical Proposal.
  7. Monthly Progress Report and Archive: The offeror shall prepare a Monthly Progress/Expenditure Report, and at the end of the period of performance, shall provide an archive containing all submitted deliverables.
- iv. Exit Criteria and Deliverables:
1. Period of Performance: Each individual contract will be one (1) year from the date of award, unless otherwise negotiated.
  2. Documentation: The contractor shall provide all documentation necessary for efficient project planning and control.
  3. Deliverables: All contracts will result in the minimum of a Final Report. Other deliverables may be required based on Technical Proposal.
  4. Acceptance Criteria: Government acceptance criteria for each deliverable, product or tangible result shall be specified on individual contracts.

#### **IV. AWARD INFORMATION**

##### **a. BAA Type: Closed One-Step Announcement**

- i. FUNDING: USCG/GLCOE has funding available for awards under this announcement. The Government reserves the right to select all, part, or none of the Technical Proposals received, subject to the availability of funds. All potential offerors should be aware that due to unanticipated budget fluctuations, funding in any or all areas may change with little or no notice.
- ii. FORM: Awards resulting from this announcement will generally take the form of a contract, although the government reserves the right to use the type of contractual instrument deemed most appropriate for the proposed work. Awards under this BAA are expected to be primarily Firm Fixed Price (FFP) contracts, but the Government reserves the right to pursue other contract types, including, but not limited to, Time and Materials, and/or Labor Hour contracts.
  1. This is a full and open acquisition. Small businesses (less than 1000 employees) are encouraged to propose on all or any part of this acquisition. Technical Proposals shall be submitted and evaluated in accordance with this announcement.
- iii. COST SHARING OR MATCHING: Cost sharing is not a requirement. The leveraging of funds is encouraged, but not required. Offerors are encouraged to disclose leveraged resources in their Technical Proposal.
- iv. DATA RIGHTS: The offeror shall include a summary of any proprietary rights to pre-existing data related to techniques, prototypes, or systems supporting and/or necessary for the use of the research, results, and/or prototype. Any rights assertions made in other parts of the proposal that would impact the rights

in this section shall be cross-referenced. If there are proprietary rights, the offeror shall explain how these rights will impact the USCG's ability to demonstrate the delivered prototype for the removal or mitigation of released oil and publish the science and results. Additionally, offerors shall explain how the program goals of the USCG's response to removing or mitigating the impacts of released oil on the surrounding environment and manmade structures are achievable considering these proprietary and/or restrictive limitations. Offerors asserting Data Rights shall do so in accordance with the clause in FAR 52.227-15, "Representation of Limited Rights Data and Restricted Computer Software." The Government anticipates incorporating FAR Clauses 52.227-14, Rights in Data – General (MAY 2014) Alternates II, III, IV and V. If there are no claims of proprietary rights in pre-existing data, this section shall consist of a statement to that effect. Depending on the terms and conditions of the expected contract(s), the above-mentioned data rights clauses may need to be negotiated before award.

**b. Eligibility Information:**

- i. All qualified offerors who meet the requirements of this BAA may submit Technical Proposals.
- ii. Foreign participation: Foreign Disclosure Review will be accomplished on each full proposal selected for funding; foreign participation may not be allowed.
- iii. Notice to Foreign-Owned Firms: Such firms are asked to immediately notify the Contracting Officer before deciding to respond to this announcement. Foreign contractors should be aware that restrictions might apply which could preclude their participation in this acquisition.
- iv. Offerors cannot submit more than one (1) Technical Proposal per theme.
- v. You may be ineligible for award if all requirements of this announcement are not met on the Technical Proposal.

**c. Technical Proposal Submission:** Separate Technical Proposals are required for each separate theme the offeror is pursuing. Each Technical Proposal must stand on its own merit. The GLCOE will use only information provided in a Technical Proposal in the evaluation process potentially leading to a full proposal request. All Technical Proposals submitted under this BAA should be UNCLASSIFIED.

- i. EXTRANEIOUS INFORMATION: Information not explicitly requested in this announcement is not desired by the government and shall not be submitted. The government will only read and evaluate the Technical Proposal up to the stated page limit. Pages exceeding the page limitation will not be evaluated.
- ii. FORMATTING:
  1. Paper Size – 8.5-inch x 11 inch
  2. Margins – one-inch on each side
  3. Font – Times New Roman 12-point font, to include tables, figures, diagrams, and charts. Any other information (e.g., footnotes, or headers, restrictive markings) shall not be smaller than Times New Roman 8-point font.

4. Page Limit – Total number of pages shall not exceed 18 pages.
  5. Technical Proposals shall be submitted in either Microsoft Word or Adobe PDF. Additionally, documents should be sent without password protections.
- iii. RESTRICTIVE MARKING: If the offeror wishes to restrict their Technical Proposals, they must be marked with the restrictive language stated in FAR 52.215-1(e).
- iv. INSTRUCTIONS FOR TECHNICAL PROPOSAL COMPOSITION:
1. COVER PAGE. Submit in the format of the template provided as Attachment 1. Page limit is one (1) page.
  2. BACKGROUND/CONTEXT. The background and context should convey the essential facts and information to include:
    - a. State of the science: Provide a brief summary of the current state of knowledge and define the relationship to the proposed work.
    - b. Relevance of the research to the BAA theme(s): Provide a brief summary on the applicability of the proposed project and the selected BAA theme(s).
    - c. Operational relevance: Provide one sentence describing how the proposed project may advance oil spill response operations.
    - d. Other funding: Disclose any funds related to the proposal the offeror has been awarded, has applied for, or expects to apply for.
  3. PROBLEM STATEMENT/PROJECT GOALS. The problem statement should summarize the main issue that the proposed project will address. The project goals should outline the distinct tasks and milestones to address the main issue of the proposed project.
  4. TECHNICAL APPROACH. The technical approach section should address the method of how the proposed project will be executed, including:
    - a. Personnel, identify the key personnel involved in the project, their roles, and time commitment to the proposed project.
    - b. Metrics, outline how progress will be measured throughout the project.
    - c. Approach, provide technical/experimental/statistical designs and methods that will be used to accomplish distinct tasks and milestones.
    - d. Facilities, if applicable, describe facilities that will be utilized for the proposed project.
  5. RESEARCH SCHEDULE. Provide a tentative research schedule and timeline of the distinct tasks and milestones, including the task dependencies, time dependencies, and potential contingency plans. The schedule should include an additional three (3) months after the end of



technical performance to provide for preparation, submission, review by GLCOE, and acceptance of the final report/deliverables.

6. **DELIVERABLES.** The deliverables section must define and describe the specific deliverables that will be produced during/after the duration of the proposed project. Explain how the specific deliverables will advance the mission of the GLCOE and the BAA theme(s).
7. **DETAILED COST PROPOSAL.** The detailed cost proposal explains how much money the offeror is requesting to complete the project. The cost proposal section should provide a justification for supporting the numbers provided for each budgeted category. For a collaborative proposal submitted by multiple organizations, each organization must include a separate budget justification. The detailed cost proposal must include the following applicable cost categories and must not exceed the Simplified Acquisition Threshold of \$250,000:
  - a. Direct costs including,
  - b. Salaries and wages: Specifically outline the detailed cost for personnel including names/position, estimated number of full-time-equivalent (based on 40-hour work week) for which funding is requested, and that total amount of salaries requested.
  - c. Fringe benefits,
  - d. Equipment,
  - e. Materials and supplies,
  - f. External research test facility fee (when different than indirect cost fee),
  - g. Domestic and foreign travel, (include an estimate of one (1) person attending the Annual Collaborative for both Sault Ste. Marie and Ann Arbor),
  - h. Subawards,
  - i. Other direct costs,
  - j. Indirect costs,
  - k. Contracting Agreement Fee.
8. **REFERENCES/CITATIONS:** References/citations are highly encouraged, but not required.

**d. Price Proposal:**

The price proposal must be completed separately from the technical proposal. The price proposal shall be submitted on the assigned excel spreadsheet provided with the announcement as an attachment. The price proposal shall only be submitted to the Contracting Officer [Jesse.L.Womack@uscg.mil](mailto:Jesse.L.Womack@uscg.mil) and carbon copy Kenechukwu.A.Anakor@uscg.mil.

**e. Handling and E-mailing Instructions:**

- i. All Technical Proposal Questions and Technical Proposal Submissions shall be sent electronically to the following email addresses:
  1. They must be electronically submitted to the BAA Point of Contact (POC) at [SMB-GreatLakesCOE@uscg.mil](mailto:SMB-GreatLakesCOE@uscg.mil) and

Jesse.L.Womack@uscg.mil with an email subject line referencing the BAA number, title, and company name as follows: “GLCOE TECHNICAL PROPOSAL QUESTIONS **70Z02326RBAAGLCOE** [offeror name]” or “GLCOE TECHNICAL PROPOSAL SUBMISSION **70Z02326RBAAGLCOE** [offeror name]”.

**f. Technical Proposal Review and Selection Information:**

- i. The evaluation team will independently evaluate each Technical Proposal submitted for selection or non-selection based on a peer or scientific review process in accordance with FAR 35.016(d) and (e).
- ii. Technical Proposals will be evaluated through a peer or scientific review process using the following criteria, stated in descending order of importance:
  1. Importance to GLCOE functional mandate and to **70Z02326RBAAGLCOE** research themes
  2. Scientific and technical merit
  3. Funds availability
  4. Cost realism and reasonableness
- iii. Technical Proposals submitted will be evaluated as they are received.
- iv. Submitting organizations whose Technical Proposals are not selected for submission of a proposal will be notified via email.
- v. AWARD NOTICES: Offerors will be notified in writing whether their proposal is recommended for award. An award recommendation is not to be construed to mean the award of a contract is assured as availability of funds and successful negotiations are prerequisites to any award. This announcement is not an authorization to commence work or to incur any costs to perform the tasks described above. If funds become available after the Notice of Unsuccessful Offerors has been delivered, the Government may on-ramp additional Technical Proposals that were submitted under **70Z02326RBAAGLCOE**.

**PROVISIONS and CLAUSES**

**1.0. Contract Line Items (CLINs) and Contract Type by CLIN**

<b>CLIN</b>	<b>Item/Service Description</b>	<b>Total Amount</b>
0001	Sample Readings Cost	
0002	Direct Labor	
0003	Incidental Material/Other Direct Cost	
0004	Travel Cost	

0005	Indirect Cost	
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### 3.0 Description of Services

See Attached PWS

### 4.0 Delivery and Performance Information

See Attached PWS

### 5.0 Labor Categories and Descriptions

All personnel providing support shall have the experience as applicable.

### 6.0 USCG Invoicing Instructions

In addition to 52.212-4(g):

- (a) A request for payment is proper if it includes the items required by the clause at FAR 52.232-25, Prompt Payment [(a)(3)(i) through (a)(3)(ix)] and those items are accurate. If a request for payment does not include all the items required by the clause at FAR 52.232-25, Prompt Payment, or any information is inaccurate, then the request is not proper and shall be returned to the contractor with a statement of the reason(s) it is not proper.

**WHEN TO SUBMIT:** The contractor must first:

- (1) Receive a fully executed purchase order, contract, delivery order or task order
- (2) Provide the requirements (products and/or services), and
- (3) Have ACTIVE status in the System for Award Management (SAM) at <https://www.sam.gov>
- (4) Electronic Submission of Payment Requests
- (5) Submission of invoices can be monthly, quarterly or semiannually as the work is being performed for the month, quarter or semi-annual time frame.

Definitions. As used in these instructions - (1) "Payment request" means a bill, voucher, invoice, or request for contract/order 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/order. In addition, discount offerings and small business status if available shall be stated. If travel was allowable and approved, components in accordance with FAR 31.205-46 shall be provided.

- (b) 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) Supporting documentation and a copy of the invoice shall also be e-mailed to the Contracting Officer Representative and Contracting Officer at the following:

1. Contracting Officer Representative – CDR William Spoon
2. Contracting Officer – Mr. Jesse L. Womack
3. Contract Specialist - TBD

RESPONSIBLE OFFICIAL(S) WHO CAN RECEIVE NOTIFICATION OF AN IMPROPER INVOICE AND ANSWER QUESTIONS REGARDING THE INVOICE For use in the event your firm receives a contract as a result of this solicitation, designate below the responsible official(s) who can receive notification of an improper invoice and answer questions regarding the invoice.

Name: \_ CDR William Spoon or Jesse L. Womack \_\_\_\_\_

Title: Contracting Officer Representative Contract Officer \_\_\_\_\_

Address: \_ U.S. Coast Guard Headquarters, Washington DC 2703 Martin Luther King Jr Ave SE 20593

Telephone No.: \_ 410-215-8593 /206-815-1084\_\_\_\_\_

#### **7.0 Solicitation Provisions and Clauses**

All Applicable and Required provisions/clauses set forth GSA contract shall automatically flow down to all task orders, based on their specific contract type (e.g. cost, fixed price, etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the task order solicitation is issued. Representation and Certification Provisions from the master contracts automatically flow down to all task orders.

#### **7.1. Federal Acquisition Regulation (FAR), Homeland Security Acquisition (HSAR) Clauses and Applicable Terms and Conditions:**

##### **Federal Acquisition Regulation (FAR) FAR Clauses by Reference**

<b>FAR Clause No.</b>	<b>Title and Date</b>
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)
52.212-4	Contract Terms and Conditions - Commercial Items (Nov 2023)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)

52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)
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### **FAR Clauses Incorporated by Full Text**

#### **52.203-17 -- Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Nov 2023) (DHS-USCG DEVIATION 14-01)**

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the enhancement of whistleblower protections for Contractor employees established at 10 U.S.C. 2409 by section 827 of the NDAA for FY 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in section 3.908 of the FAR.
- (c) The Contractor shall insert the substance of this clause, including this paragraph ( c ), in all subcontracts over the simplified acquisition threshold.

(End of clause)

#### **52.212-1 – Instructions to Offerors-Commercial Products and Commercial Services**

Instructions to Offerors—Commercial Products and Commercial Services (Sep 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that

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

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR [subpart 4.10](#)), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW Washington,

DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.



(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST ( <https://assist.dla.mil/online/start/>).

(ii) Quick Search ( <http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard ( <https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST;  
or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of clause)

**52.212-4 - CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS  
(DEVIATION 2017-1) (Nov 2023)**

- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(End of clause)

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (JAN 2025)**

As prescribed in [12.301](#)(b)(4), insert the following clause:

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting

Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

\_\_\_ (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](#))).

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

\_\_\_ (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).

\_\_\_ (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

\_\_\_ (6) [Reserved].

\_x\_ (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_x\_ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

\_\_\_ (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ( [Pub. L. 115-390](#), title II).

\_\_\_ (11)

(i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( [Pub. L. 115-390](#), title II).

\_\_\_ (ii) Alternate I (Dec 2023) of [52.204-30](#).

\_x\_ (12) [52.209-6](#), 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) ( [31 U.S.C. 6101 note](#)).

\_\_\_ (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( [41 U.S.C. 2313](#)).

\_\_\_ (14) [Reserved].

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

\_\_\_ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).

\_\_\_ (17) [Reserved]

\_\_\_ (18)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).

\_\_\_ (ii) Alternate I (Mar 2020) of [52.219-6](#).

\_\_\_ (19)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).

- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- \_\_\_ (20) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025)( 15 U.S.C. 637\_\_\_ (21)
- (i) [52.219-9](#), Small Business Subcontracting Plan (Sep 2023) ( [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 2023) of [52.219-9](#).
- \_\_\_ (22)
- (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ( [15 U.S.C. 644\(r\)](#)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- \_\_\_ (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) ( [15 U.S.C. 637s](#)).
- \_\_\_ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ( [15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_\_ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) ( [15 U.S.C. 657f](#)).
- \_\_\_ (26)
- (i) [52.219-28](#), Post award Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- \_\_\_ (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ( [15 U.S.C. 637\(m\)](#)).
- \_\_\_ (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) ( [15 U.S.C. 637\(m\)](#)).
- \_\_\_ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644\(r\)](#)).
- \_\_\_ (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ( [15U.S.C. 637\(a\)\(17\)](#)).
- \_\_\_ (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- \_\_\_ (32) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2025)( E.O. 13126)
- \_\_\_ (33) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (34)
- (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](#).
- \_\_\_ (35)
- (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
- \_\_\_ (ii) Alternate I (Jul 2014) of [52.222-35](#).
- \_\_\_ (36)
- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).
- \_\_\_ (ii) Alternate I (Jul 2014) of [52.222-36](#).
- \_\_\_ (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
- \_\_\_ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_x\_ (39) (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).

\_\_ (40) [52.222-54](#), Employment Eligibility Verification (Jan 2025) ( Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

\_\_ (41)

(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ( [42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_ (44)

(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](#).

\_\_ (45)

(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](#).

\_\_ (46) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ( [42 U.S.C. 8259b](#)).

\_\_ (47)

(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](#).

\_\_ (48) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

\_\_ (49) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

\_\_ (50) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

\_\_ (51)

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

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

\_\_ (52)

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

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

\_\_ (53)

(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-

138, 112-41, 112-42, and 112-43.

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

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

\_\_\_ (iv) Alternate III (Feb 2024) of [52.225-3](#).

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

\_\_\_ (54) [52.225-5](#), Trade Agreements (NOV 2023) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

\_\_\_ (55) [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).

\_\_\_ (56) [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).

\_\_\_ (57) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](#)).

\_\_\_ (58) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](#)).

\_\_\_ (59) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).

\_\_\_ (60) [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](#)).

\_\_\_ (61) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

\_x\_ (62) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [31 U.S.C. 3332](#)).

\_\_\_ (63) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#)).

\_\_\_ (64) [52.232-36](#), Payment by Third Party (May 2014) ( [31 U.S.C. 3332](#)).

\_x\_ (65) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ( [5 U.S.C. 552a](#)).

\_\_\_ (66) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ( [15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (67)

(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. 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](#)).

\_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) ( [29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).

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

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

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

\_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](#)).

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

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

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

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

(e)

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

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

(ii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)).

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

(iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

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

(vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R

of Pub. L. 117-328).

(vii)

(A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( [Pub. L. 115–390](#), title II).

(B) Alternate I (Dec 2023) of 52.204–30.

(viii) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025) ( 15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities. (ix) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

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

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

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

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

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

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

(xvi)

(A) [52.222-50](#), Combating Trafficking in Persons (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).

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

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

(xix) [52.222-54](#), 52.222-54, Employment Eligibility Verification (Jan 2025) ( E.O. 12989)

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

(xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)

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

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

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

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

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

(xxvi) [52.247-64](#), 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)

**52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (JAN 2025)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 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)).

(ii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(iii) 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).

(iv) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.

(v) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

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

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

(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

(ix) 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).

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

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

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

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

## **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 and end on expiration of the contract.

(a) 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.

(b) 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.

(c) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

## **52.216-20 – Definite Quantity (Oct 1995)**

(a) This is a definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.

(b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the Ordering clause and the Schedule.

(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 time 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 expiration date of contract.

(End of clause)

## **52.217-5 Evaluation of Options**

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)

## **52.217-9 Option to Extend the term of the Contract (Mar 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within **30 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
  - (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
  - (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ***the duration of the contract of one year.***
- (End of clause)

#### **52.252-1 – Solicitation Provisions Incorporated by Reference (Feb 1998)**

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

(End of clause)

## **52.232-18 Availability of Funds (Apr 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

### **HSAR AND HSAM CLAUSES**

#### **3052.209-70-- Prohibition on contracts with corporate expatriates**

As prescribed at (HSAR) 48 CFR 3009.108-7005, insert the following provision: Prohibition on Contracts With Corporate Expatriates (JUN 2006)

- (a) *Prohibitions.* Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this provision, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.
- (b) *Definitions.* As used in this provision:
- Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.
- Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.
- Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions) -

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held -
  - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
  - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

- (c) *Special rules.* The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.
  - (1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
    - (i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
    - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
  - (2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
  - (3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
- (e) *Treatment of Certain Rights.*

- (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
- (i) Warrants;
  - (ii) Options;
  - (iii) Contracts to acquire stock;
  - (iv) Convertible debt instruments;
  - (v) Others similar interests.
- (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.
- (f) *Disclosure*. The offeror under this solicitation represents that [Check one]:
- ☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003;
  - ☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or
  - ☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7000 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.
- (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

**3052.212-70 -- Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (July 2023)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the 52-31 date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

[The Contracting Officer should either check the provisions and clauses that apply or delete the

provisions and clauses that do not apply from the list. The Contracting Officer may add the date of the provision or clause if desired for clarity.] (a) Provisions.

\_\_\_\_\_ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

\_\_\_\_\_ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

\_\_\_\_\_ 3052.247-70 F.o.B. Origin Information.

\_\_\_\_\_ Alternate I

\_\_\_\_\_ Alternate II

\_\_\_\_\_ 3052.247-71 F.o.B. Origin Only.

\_x\_ 3052.247-72 F.o.B. Destination Only. (b) Clauses.

\_x\_ 3052.203-70 Instructions for Contractor Disclosure of Violations.

\_\_\_\_\_ 3052.204-71 Contractor Employee Access.

\_\_\_\_\_ Alternate I

\_\_\_\_\_ Alternate II 52-32

\_x\_ 3052.204-72 Safeguarding of Controlled Unclassified Information.

\_\_\_\_\_ Alternate I

\_\_\_\_\_ 3052.204-73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents.

\_\_\_\_\_ 3052.205-70 Advertisement, Publicizing Awards, and Releases.

\_\_\_\_\_ Alternate I

\_x\_ 3052.209-72 Organizational Conflicts of Interest.

\_\_\_\_\_ 3052.209-73 Limitation on Future Contracting

\_\_\_\_\_ 3052.215-70 Key Personnel or Facilities.

\_x\_ 3052.216-71 Determination of Award Fee.

\_\_\_\_\_ 3052.216-72 Performance Evaluation Plan.

\_\_\_\_\_ 3052.216-73 Distribution of Award Fee.

\_\_\_\_\_ 3052.217-91 Performance. (USCG)

\_x\_ 3052.217-92 Inspection and Manner of Doing Work. (USCG)

\_\_\_\_\_ 3052.217-93 Subcontracts. (USCG)

\_\_\_\_\_ 3052.217-94 Lay Days. (USCG)  
\_\_\_\_\_ 3052.217-95 Liability and Insurance. (USCG)  
\_\_\_\_\_ 3052.217-96 Title. (USCG)  
\_\_\_\_\_ 3052.217-97 Discharge of Liens. (USCG)  
\_\_\_\_\_ 3052.217-98 Delays. (USCG)  
\_\_\_\_\_ 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)  
\_\_\_\_\_ 3052.217-100 Guarantee. (USCG) 52-33  
\_\_\_\_\_ 3052.219-71 DHS Mentor Protégé Program.  
\_\_\_\_\_ 3052.228-70 Insurance.  
\_\_\_\_\_ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)  
\_\_\_\_\_ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)  
\_\_\_\_\_ 3052.228-92 Fair Market Value of Aircraft. (USCG)  
\_\_\_\_\_ 3052.228-93 Risk and Indemnities. (USCG)  
\_\_\_\_\_ 3052.236-70 Special Provisions for Work at Operating Airports.  
\_x\_3052.242-72 Contracting Officer's Representative.

(End of clause)

**ORGANIZATIONAL CONFLICTS OF INTEREST FOR CONTRACTS AWARDED BY THE U.S. COAST GUARD OFFICE OF CONTRACT OPERATIONS**

- (a) The contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, he or she does not have any organizational conflict of interest, which is defined as a situation in which the nature of work under a government contract and a contractor's organizational, financial, contractual or other interests are such that:
- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The contractor's objectivity in performing the contract work is or might be otherwise impaired.
- (b) The contractor agrees that if after award he or she discovers an actual or apparent organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the contracting officer which shall include a description of the action which the contractor has taken or intends to take to eliminate or neutralize the conflict. The government may, however, terminate the contract for the convenience of the government if it would be in the best interest of the government.
- (c) In the event the contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the contracting officer, the government may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts and consulting agreement wherein the work to be performed is similar to the service provided to the Government by the prime contractor. The contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize organizational conflicts of interest.

(End of clause)



## **FAR 52.212.2 – Evaluation – Commercial Products and Commercial Services (Nov 2021)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

### **FSMS - INVOICE SUBMISSION INSTRUCTIONS**

#### **\*\*\*Invoice Processing Platform (IPP) Enrollment Notification\*\*\***

You will submit proper invoices associated with this award through the Invoice Processing Platform (IPP) at <https://www.ipp.gov/>. IPP is a secure web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service in partnership with the Federal Reserve Bank of St. Louis (FRSTL). IPP is available at no cost to any commercial vendor or independent contractor doing business with a participating government agency.

#### **ACTIONS TO TAKE:**

If you are already enrolled in IPP:

If your company is already registered to use IPP, you will not be required to re-register and you do not need to contact IPP.

If you are NOT already enrolled in IPP:

The point of contact you provided in your SAM.gov registration will receive two emails from [ipp.noreply@mail.eroctwai.gov](mailto:ipp.noreply@mail.eroctwai.gov). Please note that emails from this email address may filter into your spam or junk folder:

1. The first email will have the IPP Logon ID and a link to the IPP application.
  2. A second email, which will be sent within 24 hours of the first email, contains a temporary password.
- Once your contact receives these emails, please ensure they log into IPP and complete the registration process. Once registered to use IPP, your company may submit invoices electronically, receive e-mail notifications when requests are paid, view payment history, and access remittance downloads. The e-mail notification of payment is sent when a payment is distributed to your bank account and may include the following payment information: Date of payment, dollar amount, invoice number, paying agency, payee name, and ACH trace number.

Vendor training materials, including a first-time login tutorial, are available on the <https://www.ipp.gov/> website. Once you have logged in to the IPP application, you will have access to user guides that provide step-by-step instructions for all IPP capabilities, ranging from creating and submitting an invoice to setting up email notifications. Live webinars are held monthly and provide a great opportunity to learn the basic of the system and to call in and ask the IPP team questions about the IPP application. IPP Customer Support is available to assist users of the system and can answer your questions related to accessing IPP or completing the registration process.

- Toll-free number: 866-973-3131
- Email address: [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov)
- Hours of operation: Monday through Friday (excluding bank holidays) from 8:00 am - 6:00 pm ET

WHEN TO SUBMIT: The contractor must first:

- (1) Receive a fully executed purchase order, contract, delivery order or task order
- (2) Provide the requirements (products and/or services), and
- (3) Have ACTIVE status in the System for Award Management (SAM) at <https://www.sam.gov>
- (4) Electronic Submission of Payment Requests

(a) Definitions. As used in these instructions -

(1) "Payment request" means a bill, voucher, invoice, or request for contract/order 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/order. In addition, discount offerings and small business status if available shall be stated. If travel was allowable and approved, components in accordance with FAR 31.205-46 shall be provided.

(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 a method other than IPP only when the contracting officer authorizes alternate procedures in writing in accordance with Coast Guard 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.

## I. ATTACHMENTS

- a. Technical Proposal Cover Page Template
- b. Price Proposal Excel Spreadsheet
- c. Performance Work Statement



