DEPARTMENT OF COMMERCE
ENTERPRISE SERVICES-ACQUISITION

REQUEST FOR PROPOSALS FOR A COMMERCIAL DATA HUB PILOT PROGRAM FOR THE OFFICE OF THE UNDER SECRETARY FOR ECONOMIC AFFAIRS

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STANDARD FORM 1449

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF 6

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			1331L524R13OS0005	FEB 01, 2024

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
	Enterprise Services-Acquisition CommercialDataHub@doc.gov		DEC 31, 2024 4:30 PM ET

9. ISSUED BY CODE SSD1

Department of Commerce - Enterprise Services
1401 Constitution Ave, NW
HCHB Suite 200
Washington DC 20230

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: ____ % FOR:

- ☐ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- ☐ EDWOSB
- ☐ 8 (A)

NAICS: 519290

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
☐ SEE SCHEDULE		☐	14. METHOD OF SOLICITATION: ☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE SSD1

Department of Commerce - Enterprise Services
1401 Constitution Ave, NW
HCHB Suite 200
Washington DC 20230

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR. CODE ____ FACILITY CODE ____

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

☐ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF. ____ OFFER DATED ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED
31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELPHONE NUMBER OF AUTHORZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 2/2012) **BACK**

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

This is an open and continuous procurement to obtain commercially available data on behalf of the Department of Commerce (DOC) through a Commercial Data Hub Pilot Program.

The solicitation and any resulting contract is issued utilizing Part 13 Simplified Acquisition Procedures as supplemented in Subpart 13.5, Simplified Procedures for Certain Commercial Products and Commercial Services. Subpart 13.5 authorizes the use of simplified procedures for the acquisition of supplies and services in amounts greater than the simplified acquisition threshold but not exceeding $7.5 million.

The North American Industry Classification System (NAICS) code associated with this requirement is 519290 – Web Search Portals and All Other Information Services.

1.2 CONTRACT TYPE

This is a Fixed Price contract in accordance with Subpart 16.2 for the acquisition of commercial products and commercial services as prescribed in FAR Part 12.

1.3 PRICING

The awardee's commercial item pricing schedule as negotiated and accepted through the source selection process will be incorporated into any resulting contract award as an attachment.

1.4 PERIOD OF PERFORMANCE

The period of performance of the individual contract awards that may be made under this solicitation will be negotiated at the time of contract award. Generally, the period of performance for awards made under this solicitation will include a base year and may include options for up to 4 years of additional performance.

(End of Section 1)

SECTION 2 - STATEMENT OF WORK

2.1 OVERVIEW

The purpose of this Statement of Work is to obtain commercially available data on behalf of DOC under a Commercial Data Hub pilot program. The Data Hub pilot consists of an open and continuous procurement under which sources may submit proposals for delivery of commercial data within the general subject areas identified herein.

2.2 BACKGROUND

The mission of the DOC is to create the conditions for economic growth and opportunity. Data are critical for fulfillment of DOC's mission to spur good-paying jobs, empower entrepreneurs to innovate and grow, and help American workers and businesses compete.

DOC bureaus ensure fair and reciprocal trade, foster innovation by setting standards and conducting foundational resource and development, lead the nation and world in intellectual property protection, and source quality data on the nation's people and economy. DOC bureaus provide the data, products, and services necessary to support commerce and constitutional democracy through widespread broadband access, sustainable economic development, growth of minority-owned businesses, enhanced climate information, weather prediction, fisheries health, and disaster response. In the years to come, DOC will continue to play a role in addressing climate change, racial inequality, economic recover from the impact of COVID-19, and sustaining economic growth and jobs as the nation transitions from carbon-based energy to renewable energy. Also, DOC will play a lead role in Space Commerce to improve space situational awareness with a data strategy envisioned to ensure safe space flight operations.

In carrying out this important mission for the nation, DOC generates, collects, stores and analyzes an exponentially growing abundance of data, including data on the nation's economy, population, and environment. The DOC partners with the private sector to increase its capacity to efficiently collect and release data used to protect life and property and to enhance economic growth and access to opportunity.

Finding new and evidence-based ways to combine DOC data with data from other sources will enable DOC to better leverage its data to address society's current and emerging needs.

The Foundations for Evidence-Based Policymaking Act (Evidence Act) of 2018, Geospatial Data Act (GDA) of 2018, and the Federal Data Strategy direct agencies to move from a paradigm of "apps" and "datasets" to "data as a strategic asset." These new laws provide the required authorities to establish data management and institute new requirements and deadlines towards the end goal of a data-driven federal government. By design, the opportunities and requirements must be addressed across disciplines and operating units.

The DOC's efforts, therefore, are driven through close collaboration among the Commerce Chief Data Officer (CDO), Evaluation Officer (EO), and Statistical Official (SO) as well as the data stewards, data architects, and thought leaders in all bureaus. The newly established Commerce Data Governance Board (CDGB) sets policy and establishes the initiatives that will execute this Strategy. The CDGB is chaired by the Commerce CDO and includes CDOs or other designated representatives from all bureaus and offices. Government-wide efforts to

upgrade data management and utility are coordinated through the Federal CDO Council, the Federal Geographic Data Committee, and the Office of Management and Budget (OMB).

2.3 OBJECTIVES

The Department of Commerce is the authoritative source for datasets that will play a prominent role in addressing climate change, racial inequality, and economic recovery from the impact of COVID-19, as well as sustaining economic growth and job creation as the nation transitions from carbon-based energy sources to renewable energy. The data to be acquired under this acquisition will be integral to the assessment of domestic and international economic conditions conducted by DOC bureaus. To deliver on these mission objectives, Commerce data must remain comprehensive, consistent, credible, and as widely accessible as possible while maintaining privacy and confidentiality.

In order to make use of this data, DOC will pilot the strategic acquisition of commercial data through enterprise-wide acquisition vehicles. Without these vehicles, bureaus risk duplicative, costly purchases without the ability to share data across the enterprise. The primary objectives of this acquisition are thus as follows:

Objective 1 – Acquire Data as an Enterprise: Provide a method for the Department of Commerce to acquire data as a coordinated enterprise that maximizes value to the taxpayer and the utility to data users across the Department.

Objective 2 – Provide Shared Access to Data Acquired: Provide shared access to data that is acquired by one bureau or office to other bureaus and offices to the maximum extent possible subject to data provider specific terms and conditions.

Objective 3 – Promote Standardized Data Delivery: Promote adherence to data and metadata standards to support data interoperability, interpretability, and machine readability.

2.4 REQUIREMENTS

The scope of this requirement encompasses commercially available data within the general subject areas identified below including but not limited to the specific data sets referenced herein. To the maximum extent possible the Government seeks bulk data and platform-as-a-service providers that provide unique proprietary data sets versus “bring-your-own data” platforms and services. Data delivery is anticipated through bulk access via an S3 bucket, Application Programming Interfaces (API) or data cloud alternatives (e.g., Snowflake).

Business Governance Data

- Data to track entities which are sanctioned by the United States, The European Union, The United Kingdom, and/or Japan. Additionally, data that provides the ability to distinguish which sanctions apply to the entity in question
- Related business governance data

Consumer Data

- Consumer spending transactions data that provide timely information and at a disaggregated geographical level, including expenditure across various retail and service industries, and including detail on digital versus brick-and-mortar purchases

- Daily credit card transaction data
- Gaming and other entertainment data
- Monthly music sales data
- Point of sales/real-time scanner transaction data on sales of IT Productivity Goods, Software, and Consumer Goods (Mobile/Handheld/Video Products) reported by product type and industry
- Retail sales scanner data for fresh food at grocery stores
- Tobacco sales data
- U.S. video streaming rentals data
- Consumer behavior data
- Related consumer data

Financial Data

- Private Investment Data (by geography or other categories)
- Cryptocurrency assets data
- Tax revenue data set (sales tax, personal income tax, business income tax)
- Corporate financial data
- AAA bond data
- Foreign stock market data such as price indexes, dividend yields, and price/earnings ratios
- Individuals' (or households') incomes microdata, including information on labor, cap ss-border mergers and acquisition activities
- Patents data
- National Establishments Time-Series (NETS) data
- Related financial data

Health Data

- By-age and by-condition quality-adjusted price indexes for medical care
- Healthcare Claims microdata by beneficiaries and their dependents, including information on payments, procedures, diagnoses, and demographics
- Health insurance claims database
- Medical imaging equipment prices
- Prescription drug monthly sales data
- Prescription drug rebate data
- Real-time or near real-time health care claims microdata that provide information about beneficiaries (and their dependents') health care claims, including information on payments, procedures, diagnoses, and demographics
- Survey of Employer sponsored health plans data
- Related health data

Real Estate Data

- Commercial real estate data
- Residential real estate data
- Construction cost data
- Land use data
- Related real estate data

Supply Chain Data

- Data to track shipper, consignee, cargo contents by harmonized system (HS) code (HTSUS-10 for U.S. shipments, HS6 for international), mode of transport, quantity & unit of measurement, value (USD)
- Downloadable HTSUS-10, HS-6, and reports on current and historical trends Additionally, the ability to download the data extracts informing these reports via a graphical user interface (GUI) or application programming interface (API)
- Current and historical beneficial ownership data for U.S. based and international firms
- Geographical and relational mapping data of individual supply chain steps of critical industries and their respective key firms. Key data points to present are firm name & beneficial ownership, market share of their supply chain step, key funding streams for the industry, supplier & customer relationships, and a risk assessment metrics comprised of financial risk, supply chain vulnerabilities, and other key metrics
- Related commodities, manufacturing, shipping, retail, and associated supply chain data points
- Contact information for key individuals at firms with a presence in the U.S.
- Related Supply Chain Data

Telecommunications Data

- Information, Communication Technology (ICT) industry data
- Satellite data
- Cloud computing price index data
- Related telecommunications data

Transportation Data

- Motor vehicle data
- Ocean vessel and other shipping data
- Related transportation data

2.5 CONFLICTS OF INTEREST

The Contractor shall notify the CO immediately whenever it becomes aware of any actual or potential OCI, which may merit the submittal of a plan to the CO to avoid or mitigate any such OCI. This mitigation plan would be determined to be acceptable solely at the discretion of the CO. In the event the CO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may employ other remedies as deemed necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

2.6 DATA RIGHTS

The Government has unlimited rights to all documents/material **first produced** under this contract. All documents and materials, to include the source code of any software **produced under this contract,** shall be Government owned and the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the CO and Contractor personnel may be required to sign non-disclosure agreements. This right does not abrogate any other Government rights.

2.7 SECTION 508 COMPLIANCE

All electronic and information technology (EIT) procured through this task order must meet the applicable accessibility standards at 36 CFR 1194. This regulation (36 CFR 1194) implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at (http://www.section508.gov). The contractor shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

2.8 PLACE OF PERFORMANCE

Contractor support shall be provided at the contractor's facility or otherwise offsite from Government premises. Onsite performance on Government premises is not anticipated.

2.9 GOVERNMENT FURNISHED RESOURCES

In the event Government resources are provided for contractor use including any government property, equipment or information (GFP/E/I) the Contractor shall be responsible for safeguarding such resources. The Contractor shall not use GFP/E/I for any purposes other than official Government business as performed under the resulting contract award. Upon completion of performance such resources shall be secured and returned.

2.10 APPLICABLE PUBLICATIONS

- Federal Data Strategy 2021 Action Plan
- United States Department of Commerce Data Strategy Fiscal Years 2021–2024
- Department of Commerce Data Strategic Action Plan

2.11 TRAVEL

Local or long-distance travel is not anticipated under this requirement. However, if required, the Contractor shall travel as approved by the designated Task Manager or COR. Authorized travel is reimbursable in accordance with the Federal Travel Regulations. The Contractor shall ensure adequate funding is available on the contract for travel costs prior to incurring costs. Local travel to meetings or other official business is not eligible for reimbursement.

2.12 CONTRACTOR'S DATA SPECIFICATIONS

The awardee's data specifications and associated terms and conditions as negotiated and accepted through the source selection process will be incorporated into any resulting contract award as an attachment.

(End of Section 2)

SECTION 3 - SPECIAL CONTRACT REQUIREMENTS

3.1 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

(a) Interim and final evaluations of Contractor performance are required to be prepared on this contract in accordance with FAR 42.1502 and CAM 1342.15 if the total cumulative value of the contract exceeds $250,000.

(b) The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The Contractor will be permitted 30 calendar days to respond unless an extension for an additional 30 days is requested in writing to the Contracting Officer. Contractor response is voluntary. If the Contractor does not respond within 30 days (60 days if extension is requested), the Government will presume that the Contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.

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

(d) The DOC Enterprise Acquisition Office (EAO) utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS hosts a suite of web- enabled applications that are used to document Contractor performance information that is required by Federal Regulations.

(e) The CPARS module assesses performance on contracts for Systems, Services, Information Technology, and Operations Support. CPARS reference material can be accessed at http://www.cpars.gov/. The registration process requires the Contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the Contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. After the DOC Contract Specialist registers the contract in CPARS, the Contractor will receive a system generated e-mail notifying him/her thatthe contract is registered. A system generated e-mail will also provide the Contractor with a User ID if the person does not already have a CPARS User ID.

(f) Once a performance evaluation has been prepared and is ready for comment, the Contractor representative will receive a system generated e-mail notification that the performance evaluation is electronically available for review and comment. The Contractor representative will receive an automated e-mail whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS. Contractors may access evaluations at http://www.cpars.gov/ for review and comment in CPARS.

3.2 INCORPORATION OF SUBCONTRACTING PLAN

Only applicable to OTSB: The [*insert Contractor name at time of award*] subcontracting plan, dated [*insert date at time of award*], in response to the solicitation, and submitted in

accordance with FAR 52.219-9, Small Business Subcontracting Plan, is hereby approved and incorporated herein.

3.3 SUBCONTRACT REPORTS

Only applicable to OTSB: Pursuant to FAR 52.219-9, the Contractor shall submit subcontracting reports in connection with performance of this contract using the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov. The Contractor shall follow the general instructions provided on the eSRS website.

3.4 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

In accordance with Federal Acquisition Regulation (FAR 25.204-1(b) the completed and submitted "Representations, Certifications, and Other Statements of Offeror" in effect at the time of contract award are hereby incorporated by reference in this resulting contract.

3.5 POST AWARD CONFERENCE

The Contractor may be required to participate in a post award conference to be held within thirty (30) business days after award of this contract. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems (See FAR Subpart 42.5, *Post-award Orientation*).

The CO is responsible for establishing the time and place of the conference and will notify the appropriate Government representatives and the Contractors. The conference may be conducted at a location within the Washington, D.C. commuting area at the Government's discretion or regionally to facilitate Contractor attendance.

3.6 UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT PERSONNEL

The Contractor will not accept technical direction issued by any other person employed by the U.S. Government other than the Contracting Officer or the Contracting Officer's Representative (COR) acting within the limits of their authority.

No information, other than that which may be contained in an authorized modification to this contract will be considered as grounds for deviation from any stipulations of the contract's terms and conditions.

3.7 NEWS RELEASES

The Contractor shall make no news releases pertaining to the contract award and/or performance thereunder without prior agency approvals and then only in coordination with the Contracting Officer.

(End of Section 3)

SECTION 4 - CONTRACT CLAUSES

4.1 CLAUSES INCORPORATED BY REFERENCE

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

https://www.acquisition.gov

52.203-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)
52.213-2	INVOICES (APR 1984)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.224-3	PRIVACY TRAINING (JAN 2017)
52.227-14	RIGHTS IN DATA--GENERAL (MAY 2014)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34	F.O.B. DESTINATION (NOV 1991)
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017)
1352.208-70	RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)
1352.209-72	RESTRICTIONS AGAINST DISCLOSURE (APR 2010)
1352.209-73	COMPLIANCE WITH THE LAWS (APR 2010)
1352-209-74	ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)
1352.228-72	DEDUCTIBLES UNDER REQUIRED INSURANCE COVERAGE-FIXED PRICE (APR 2010)
1352.231-71	DUPLICATION OF EFFORT (APR 2010)
1352.239-70	SOFTWARE LICENSE ADDENDUM (APR 2010)
1352.239-72	SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (APR 2010)
1352.246-70	PLACE OF ACCEPTANCE (APR 2010)

4.2 CLAUSES INCORPORATED IN FULL TEXT

52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (NOV 2023)

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

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

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

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

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

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

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

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify

the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

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

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

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

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

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

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

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

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

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

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

(i) Payment.-

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

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

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

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

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest*.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to

the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

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

authorized end user to such clause.

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

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

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

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (DEC 2023)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab 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*.]

XX (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).

XX (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) 52.203-17, 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).

XX (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].

__ (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (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.

XX (12) 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).

XX (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.

XX (20) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)).

XX (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.

XX (iii) Alternate II (NOV 2016) of 52.219-9.

__ (iv) Alternate III (JUN 2020) of 52.219-9.

XX (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).

XX (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 Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

__ (26)

(i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2023)(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)).

XX (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)).

XX (31) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

XX (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (NOV 2023) .

XX (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

XX (34)

(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

__ (ii) Alternate I (FEB 1999) of 52.222-26.

XX (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.

XX (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.

XX (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).

XX (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 (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

__ (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.

XX (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).

XX (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 (NOV 2023) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

XX (54) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

XX (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).

XX (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).

XX (65) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

XX (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.*]

__ (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 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 KasperskyLab 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 (SEP 2023) (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, Employment Eligibility Verification (MAY 2022) (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)

52.216-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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 any time prior to contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at any time 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 (*to be identified at time of award*).

1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)

(a) *(To Be Identified at Time of Award)* is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract.

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection andacceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

(a) The base period of performance of this contract is (*to be established at the time of contract award*). If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods and associated CLINs that may be exercised are as follows (*to be determined at time of award*):

(c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217-9.

(End of Section 4)

SECTION 5 - LIST OF ATTACHMENTS*

5.1 Attachment 1 – LICENSE AGREEMENT ADDENDUM

5.2 Attachment 2 – CONTRACTOR'S DATA SPECIFICATIONS

5.3 Attachment 3 – PRICING SCHEDULE

**To be incorporated as negotiated at time of award.*

SECTION 6 - INSTRUCTIONS, CONDITIONS, & NOTICES TO OFFERORS

6.1 PROVISIONS INCORPORATED BY REFERENCE

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provision 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://farsite.hill.af.mil/
https://www.acquisition.gov/

52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (SEP 2023) (**As tailored herein in Section 6**)
52.212-3	OFFEROR REPRESENATIONS AND CERTIFICATIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
1352.239-71	ELECTRONIC AND INFORMATION TECHNOLOGY (APR 2010)

6.2 PROVISIONS INCORPORATED IN FULL TEXT

52.219-31 NOTICE OF SMALL BUSINESS RESERVE (MAR 2020)

(a) This solicitation contains a reserve for one or more small business concerns identified at 19.000(a)(3). The small business program eligibility requirements apply.

(b) The small business concern(s) eligible for participation in the reserve shall submit one offer that addresses each portion of the solicitation for which it wants to compete. Award of the contract will be based on criteria identified elsewhere in the solicitation.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are

filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from address specified on the cover page of this Solicitation.

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

1352.209-70 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

(a) There is a potential organizational conflict of interest (*see* FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest) due to Offerors potentially working under other contracts in support of Department of Commerce financial, acquisition, or asset management requirements. Accordingly:

(1) Restrictions are needed to ensure that work performed by an Offeror does not result in an unfair competitive advantage for the Offeror, unequal access to nonpublic information, or impair the Offeror's objectivity in performing work under those contracts.

(2) As a part of the proposal, the offeror shall provide the Contracting Officer with complete information regarding previous or ongoing work that is in any way associated with the contemplated acquisition.

(b) If award is made to the offeror, the resulting contract may include an organizational conflict of interest limitation applicable to subsequent Government work, at either a prime contract level, at any subcontract tier, or both. During evaluation of proposals, the Government may, after discussions with the offeror and consideration of ways to avoid the conflict of interest, insert a provision in the resulting contract that shall disqualify the offeror from further consideration for award of specified future contracts.

(c) The organizational conflict of interest clause included in this solicitation may be modified or deleted during negotiations.

1352.233-70 AGENCY PROTESTS (APR 2010)

(a) An agency protest may be filed with either: (1) the contracting officer, or (2) at a level above the contracting officer, with the appropriate agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999)

(b) Agency protests filed with the Contracting Officer shall be sent to the following address: The Contracting Officer's email address.

(c) Agency protests filed with the agency Protest Decision Authority shall be sent to the following address: cwallis@doc.gov

(d) A complete copy of all agency protests, including all attachments, shall be served upon the Contract Law Division of the Office of the General Counsel within one day of filing a protest with either the Contracting Officer or the Protest Decision Authority.

(e) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce
Office of the General Counsel
Chief, Contract Law Division
Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
FAX: (202) 482-5858

1352.233-71 GAO AND COURT OF FEDERAL CLAIMS PROTESTS (APR 2010)

(a) A protest may be filed with either the Government Accountability Office (GAO) or the Court of Federal Claims unless an agency protest has been filed.

(b) A complete copy of all GAO or Court of Federal Claims protests, including all attachments, shall be served upon (i) the Contracting Officer, and (ii) the Contract Law Division of the Office of the General Counsel, within one day of filing a protest with either GAO or the Court of Federal Claims.

(c) Service upon the Contract Law Division shall be made as follows:

U.S. Department of Commerce
Office of the General Counsel Chief
Contract Law Division, Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
FAX: (202) 482-5858

6.3 PROPOSAL PREPARATION COSTS

This solicitation does not commit the Government to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation.

6.4 INQUIRIES

Inquiries regarding this solicitation shall be submitted in writing via e-mail to CommercialDataHub@doc.gov. The email transmitting inquiries shall include the solicitation number in the subject line as well as the offeror's name as follows: 1331L524R13OS0005_*Insert Offeror Name*_Inquiries.

Inquiries may be submitted at any time prior to submittal of the offeror's proposal. Please be advised that inquiries that do not have the appropriate reference information may not be answered. Responses not involving discussion of proprietary information may be answered via SAM or if necessary, via formal amendment to the solicitation. DOC will not attribute the

inquires to the submitting vendor, but the text of the questions and answers may be available to the general public.

NOTE: Responses to inquiries will be provided for informational purposes only and do not amend or alter in any way solicitation requirements. Any changes to solicitation requirements arising out of the inquiry and response process will be addressed in a solicitation amendment.

6.5 PROPOSAL SUBMISSION INSTRUCTIONS

6.5.1 General Instructions

This acquisition is conducted pursuant to FAR Part 12, Acquisition of Commercial Items and Part 13, Simplified Acquisition Procedures as supplemented in Subpart 13.5, Simplified Procedures for Certain Commercial Products and Commercial Services.

Proposals shall conform to the instructions in this section. Noncompliance may result in the elimination of the proposal from consideration for contract award.

Proposals shall consist of three (3) separate volumes: **Volume I: Technical**, **Volume II: Past Performance** and **Volume III: Business and Price**. The page limits applicable to each volume are contained in the table below.

Volume No.	Volume Title	Page Limitations
Volume I	Technical	10 Pages
Volume II	Past Performance	5 Pages
Volume III	Business & Price	No Page Limit

Pages in excess of that listed may be disregarded and not included in the proposal evaluation. Failure of the offeror to comply with the page limitations, resulting in the excess pages not being evaluated, shall not constitute grounds for a protest.

Page Limits do not include covers for volumes, and tables of contents, indices, title pages, cross reference indices, section dividers/tables if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. However, they will be counted if they contain any other information material to the proposal; i.e., diagrams, extraneous data, etc. Pages marked “This page intentionally left blank” will not be counted.

6.5.2 Specific Instructions

Volume I – Technical

The Technical volume shall identify the primary subject area as specified in the solicitation and as listed below to which its proposed data set applies:

- Business Governance Data
- Consumer Data
- Financial Data
- Health Data
- Real Estate Data

- Supply Chain Data
- Telecommunications Data
- Transportation Data

The technical volume shall include a technical description of the data sets being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. The description shall enable assessment of the offeror's capacity to provide standardized data delivery within one or more of the general subject areas, the relevance of the data to the DOC mission, the utility of the data for DOC programs, and the accessibility of the data for the DOC enterprise. The technical proposal may contain or consist of pre-developed and/or already available product literature.

Volume II – Past Performance

The Past Performance volume shall contain the information described below:

(a) The offeror shall include documentation regarding their relevant past performance, **not more than 5 references,** as it directly relates to the data being offered in response to this solicitation. The offeror shall submit data for past performance within the past 60 months.

(b) The offeror shall provide documentation outlining relevant past performance with contracts, as a prime or major subcontractor, which is the same or similar in nature, size, and complexity to the services being procured under this solicitation. Non-Federal Government contracts may be used. The documentation shall be submitted in the following format:

Past Performance Data	Response
Contract Number	
Start & End Dates of Performance (including options if applicable)	
Total Contract Price (base period plus options if applicable)	
Contracting Officer (or equivalent) name, telephone number and email	
Technical Rep (or equivalent) name, telephone number and email	
Identification of relevance with the proposal/solicitation requirements	
A copy of any cure notices or show cause letters received on each contract listed and a description of any corrective action by the offeror	
Description of any Termination or Termination proceedings for contracts that required work similar to that required by this solicitation	

(c) Offerors are reminded that both independent data and data provided by offerors in their proposals may be used by the Government to evaluate offeror past performance. However, the burden of providing thorough, complete, and current past performance information as requested herein remains with the offeror. In the case of an offeror without any relevant past performance history, past performance will be evaluated as"neutral." A neutral rating is neither an advantage nor disadvantage to the Offeror.

(d) All past performance comments received will be taken into account and could affect the overall rating. The overall past performance evaluation is a subjective decision based on the whole of all data received.

Volume III – Business & Price

The Business & Price volume shall contain the information described below:

(a) **Terms & Conditions:** The offeror's proposed commercial terms and conditions as applicable to the data set offered. NOTE: The offeror's commercial terms and conditions may be determined unacceptable in the event such terms are inconsistent with Federal law and acquisition regulation or otherwise do not satisfy the Government's needs. Areas where customary commercial terms may not be acceptable include but are not limited to the following:

- Advanced Payments
- Buyer Penalties
- Contingent Liabilities
- Contract Dispute Terms
- Seller rights to terminate the contractor or license agreement
- Entire Agreement Clauses (viz., the Government contract clauses as negotiated shall supersede, control and take precedence over any offeror terms)
- Indemnification
- Restrictions of Government's Sovereign Immunity
- Tax applicability (viz., pricing shall not include Federal, state or other taxes)
- Other terms and conditions inconsistent with Federal law and acquisition regulation or which otherwise do not satisfy the Government's needs

To the extent the offeror's proposed terms and conditions are inconsistent with Federal law and acquisition regulation and/or do not satisfy the Government's needs the proposal may be determined unacceptable. The Government may, but is not required to enter into negotiations to potentially resolve aspects of the offeror's terms and conditions determined to be unacceptable. Additionally, offerors that take exception to terms and conditions as provided for in this solicitation may be determined non-responsive. NOTE: Relative to contractor specific terms and conditions, the government anticipates incorporating a version of Attachment 1, License Agreement Addendum, into any contract award resulting from this solicitation.

(b) **Proposed Pricing:** The proposed pricing for the data sets offered. Additionally, in this section offerors shall provide a basis of estimate (BOE) consisting of a brief and concise description of the rationale for pricing proposed and of the methods used for estimating prices consistent with their standard commercial terms. The offeror is advised that pricing assumptions made are at the offeror's own risk and will not be incorporated into the resulting award. **NOTE:** To the maximum extent practicable consistent with the offeror's commercial practices the Government seeks price models not tied to specific users, but instead based on volume of data that allows for free sharing of data across the full range of DOC email domains.

(c) **Representations and Certifications:** The offeror shall provide all required Representations and Certifications and a complete copy of the offeror's current Representations and Certifications as contained in the System for Award Management.

(d) **Potential Conflict of Interest Information:** The offeror shall provide the Contracting Officer with complete information regarding previous or ongoing work that is in any way associated with the contemplated acquisition pursuant to CAR 1352.209-70, Potential Organizational Conflict of Interest (APR 2010).

(e) ***(Only applicable to OTSB)*** **Small Business Subcontracting Plan:** The offeror shall include a Small Business Subcontracting Plan specific to this requirement in accordance with FAR 52.219-9. The plan shall contain all the elements required by the clause at 52.219-9 in accordance with the format at FAR 19.704. NOTE: Government assessment of offeror subcontracting plans under this acquisition will be encompassed within a responsibility determination. A comparative analysis of subcontracting plans will not be performed.

For offeror reference DOC subcontracting goals for Fiscal Year 2024 are listed below. In the event an offeror determines that it is not feasible to meet goals at the time of proposal submission due to the nature of this requirement and the preponderance of subcontracting required, the offeror shall include information documenting the efforts made to maximize small business subcontracting at the time of proposal submission and identify plans to potentially increase subcontracting with small business over the life of the contract.

Type of Business	**Goal % of Total Planned Subcontracting $**
Small Business	30%
Small Disadvantaged Business	5%
Service Disabled Veteran Owned Small Business	3%
Women Owned Small Business	5%
HUBZone Small Business	3%

6.6 PROPOSAL SUBMISSION REQUIREMENTS

All offers shall be submitted by email to CommercialDataHub@doc.gov. Proposals shall be marked with the solicitation number **1331L524R13OS0005.** NOTE: The email transmitting the proposal shall include the solicitation number in the subject line as well as the solicitation's primary subject area to which its proposed data set applies as follows: **Proposal for 1331L524R13OS0005_*Insert Primary Subject Area*** (i.e., Business Governance Data, Consumer Data, Financial Data, Health Data, Real Estate Data, Supply Chain Data, Telecommunications Data, Transportation Data).

6.7 PROPOSAL DUE DATE AND TIME

This is an open and continuous solicitation to obtain commercially available data on behalf of the Department of Commerce (DOC) through a Commercial Data Hub Pilot Program. The Government anticipates that the solicitation will remain open through **December 31, 2024** and may elect to extend the open period.

Proposals may be submitted at any time while the solicitation remains open. The Government may elect to conduct evaluations on certain proposals, however, on quarterly or other calendar year interval basis rather than upon proposal submittal.

(End of Section 6)

SECTION 7 - EVALUATION FACTORS & PROCESS

7.1 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(s) 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.

Factor 1: Technical
Factor 2: Past Performance
Factor 3: Business & Price

The Technical factor is more important than the Past Performance factor and when these two non-price factors are combined they are approximately equal to the Price factor.

The determination of which offer(s) are considered most advantageous will depend on the assessed technical value of the proposed data sets relative to the DOC mission and the solicitation objectives, the Government's confidence in the contractor's capacity to deliver based on relevant past performance (if available), the compliance of the offeror's business terms with Federal requirements, price fairness and reasonability, and the availability of funds.

(b) *Options.* If options are proposed, 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.

(d) Offers will be evaluated on their own merits. In this regard, the assessed technical value of the offeror's data and the Government's confidence in the contractor's capacity to deliver must be determined worth the fair and reasonable price proposed or negotiated for an offeror to be eligible for award. Further, offers that otherwise are technically acceptable and eligible for award may not be selected for award if the Government determines that expenditure of funds for the commercial data as offered is not in the best interest of the Government due to limitation of available funds or other programmatic reasons.

7.2 EVALUATION FACTORS

7.2.1 Factor 1 – Technical

The Department will evaluate the offeror's technical proposal to assess the extent to which it demonstrates capacity to provide standardized data delivery within one or more of the SOW's subject areas, relevance of the data to the DOC mission, utility of the data for DOC programs, and accessibility of the data for the DOC enterprise. Relative to utility the frequency, delivery schedule reliability, time-series consistency, auditability, and related characteristics of quality statistical data may be evaluated to the extent statistical applications are proposed.

7.2.2 Factor 2 – Past Performance

The Government will evaluate the merits of the offeror's relevant past performance on the basis of its record with its current and former customers to the extent relevant past performance is identified. The Government will review the following areas regarding past performance if available:

- Quality of Products or Services Provided
- Schedule / Delivery or Performance
- Management
- Compliance with Subcontracting Plans/Goals (if applicable)

Past Performance will be determined to be relevant if the performance involves work performed within the past five (5) years that is the same or similar in nature, size, and complexity to the services being procured under this solicitation. Past performance references with a higher degree of relevance may be given a higher evaluative weight.

The Government reserves the right to assess the past performance of proposed subcontractors.

The Government will use its discretion to determine the sources of past performance information used in the evaluation, and the information may be obtained from references provided by the offeror, the agency's knowledge of contractor performance, other government agencies or commercial entities, or past performance databases.

If an offeror does not have a history of relevant past performance, or relevant past performance information is not available, or the record of relevant past performance is so sparse that no meaningful past performance rating can be reasonably assigned, the offeror will receive a neutral past performance rating. A neutral rating is neither a favorable nor unfavorable rating.

7.2.3 Factor 3 – Business & Price

The compliance of the offeror's proposed commercial terms and conditions with Federal law and acquisition regulation and the fairness and reasonability of price will be evaluated. The Government expects that a resulting contract will be awarded based upon adequate price competition. In the event adequate price competition is not achieved and a determination of fair and reasonable pricing cannot otherwise be made, the Government reserves the right to request that the offeror provide additional cost or price information to support the offer.

7.3 EVALUATION PROCESS

7.3.1 Evaluation Schedule

After receipt of a proposal the Government may initiate an evaluation immediately, may defer evaluation to a future date, or may elect to forego evaluation of one or more proposals entirely due to lack of adequate personnel required to conduct an evaluation, lack of funding, or due to other programmatic reasons that obviate the need for an evaluation.

7.3.2 Negotiations

The Government may elect to initiate negotiations with one or more offeror to further assess the technical value of the proposed data sets, favorability of business terms, fairness and reasonability of price and any other aspect of the offeror's proposal. Initiation of negotiations may or may not result in the award of a contract.

7.3.3 Small Business Reserve

In accordance with FAR 52.219-31, Notice of Small Business Reserve, this solicitation contains a reserve for one or more small business concerns identified at 19.000(a)(3). The Government anticipates that up to 10% of the cumulative dollar value of awards to be made under this solicitation will be made to small business concerns.

7.3.4 Award Decisions

Consistent with FAR Part 13 procedures, awards may be issued as open market Purchase Orders, Contracts, Blanket Purchase Agreements, or other types of open market Indefinite Delivery Vehicles. Awards under this solicitation will not be issued against existing offeror contracts such as GSA Schedule, Library of Congress, or other agency contracts. In this regard, posting of this solicitation does not preclude the Government from utilizing FAR Part 8, FAR Part 16, or other non-open market procedures to acquire through separate procurement actions any commercial data that may be encompassed within the scope of this solicitation.

In the event an award(s) is made with a cumulative dollar value greater than the simplified acquisition threshold (SAT) of $250,000 the Government anticipates posting a synopsis of contract award(s) in accordance with FAR 5.3, Synopses of Contract Awards. Posting of a synopsis of award(s) with a cumulative value less than the SAT of $250,000 is not required.

7.3.5 Award Notification

In the event a proposal is selected for award the offeror will be notified by distribution of a fully executed award document. In the event a proposal is not selected the offeror shall be considered formally notified of non-selection when one or more of the events below occurs.

- A period of 60 days or more after proposal submittal transpires without receipt of a notice of award or a request for negotiations from the Government.
- The proposal validity period expires without receipt of a notice of award or a request for negotiations from the Government.
- The offeror receives notification from the Government of non-selection.

(End of Section 7)