

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER  
WX03303Y2018T

PAGE OF  
1 12

2. CONTRACT NO.  
HSHQDC-12-D-00012

3. AWARD/EFFECTIVE DATE  
07/06/2018

4. ORDER NUMBER  
70FA2018F00000069

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:

a. NAME  
Glen Seipp

b. TELEPHONE NUMBER (No collect calls)  
301-447-7264

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY

CODE NETA

NETC  
DEPT OF HOMELAND SECURITY FEMA  
ACQUISITION PREPAREDNESS SECTION  
BUILDING D - ACQUISITION  
16825 SOUTH SETON AVENUE  
EMMITSBURG MD 21727

10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: 100.00 % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED  
BUSINESS  EDWOSB  FMAI / RUMINFRM PROGRAM NAICS: 541519  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A) SIZE STANDARD: 150

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO

CODE FEMA

FEMA ORR BMO OFFICE  
500 C STREET SW  
ATTN: ALVIN RODNEY  
APO: MARION WILLIAMS  
WASHINGTON, DC 20472-3162

16. ADMINISTERED BY CODE NETA

NETC  
DEPT OF HOMELAND SECURITY FEMA  
ACQUISITION PREPAREDNESS SECTION  
BUILDING D - ACQUISITION  
16825 SOUTH SETON AVENUE  
EMMITSBURG MD 21727

17a. CONTRACTOR/OFFEROR CODE 121701957

FACILITY CODE

BLUE TECH INC  
ATTN BLUE TECH INC  
2251 SAN DIEGO AVE STE B155  
SAN DIEGO CA 921102926

18a. PAYMENT WILL BE MADE BY CODE FEMA

FEMA FINANCE CENTER  
FEMA FINANCE CENTER  
PO BOX 9001  
WINCHESTER VA 22604

TELEPHONE NO.

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

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
0001	DUNS Number: 121701957 DO/DPAS Rating: NONE BFY: 2018 Fund Code: 6R Program: 41TDSA Organization: D40C Project: 759112 Object Class: 3176 Fund Type: D Period of Performance: 07/06/2018 to 08/04/2018  Fujitsu ScanSnap iX100 Portable Scanners Part #PA3688-B0005 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	(b)(4)	(b)(4)	(b)(4)	6,685.00

25. ACCOUNTING AND APPROPRIATION DATA  
2018-6R-41TDSA-D40C-759112-3176

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
\$6,685.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA

ARE  ARE NOT ATTACHED.  
 ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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: \_\_\_\_\_ 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)

GREGORY S BLAIR Digitally signed by GREGORY S BLAIR  
Date: 2018.07.06 12:36:59 -04'00'

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

Jerome Pernicka, Account Executive

7/6/18

Gregory S. Blair

7-6-2018

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

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

33 SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35 AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37 CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )

## **DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT**

### **A.1 HSAR 3052.209-70 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 clause, 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 clause:**

**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 3009.104-70 through 3009.104-73; it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, 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 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(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.

## **A.2 HSAR 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)**

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 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.

- 3052.209-72 Organizational Conflicts of Interest.
- 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.

(b) Clauses.

- 3052.203-70 Instructions for Contractor Disclosure of Violations.
- 3052.204-70 Security Requirements for Unclassified Information Technology Resources.
- 3052.204-71 Contractor Employee Access.
- Alternate I
- 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- 3052.209-73 Limitation on Future Contracting.
- 3052.215-70 Key Personnel or Facilities.
- 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)
- 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)

- 3052.219-70 Small Business Subcontracting Plan Reporting.
- 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.
- 3052.242-72 Contracting Officer's Technical Representative.
- 3052.247-70 F.o.B. Origin Information.
- Alternate I
- Alternate II
- 3052.247-71 F.o.B. Origin Only.
- 3052.247-72 F.o.B. Destination Only.

### **A.3 BILLING INSTRUCTIONS (JUN 2014)**

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) located at <http://www.gsa.gov/portal/forms/type/SF> when submitting a payment request. A payment request means any invoice or request for contract financing payment requesting reimbursement for supplies or services rendered. The Contractor shall not be paid more frequently than on a monthly basis.

Contractors must submit vouchers electronically in pdf format to the FEMA Finance Center at [FEMA-Finance-Vendor-Payments@fema.dhs.gov](mailto:FEMA-Finance-Vendor-Payments@fema.dhs.gov). A copy of the voucher must be submitted electronically to the contracting officer identified within this contract. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Paper vouchers mailed to the finance center will not be processed for payment. If the Contractor is unable to submit a payment request in electronic form, the contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

#### **A.4 DEFECTIVE OR IMPROPER INVOICES (JUN 2014)**

Name, title, phone number, and email of officials of the business concern who are to be notified when the Government receives an improper invoice.

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#### **A.5 INVOICE APPROVAL (JUN 2014)**

The following FEMA individual (in addition to the Contracting Officer) is hereby delegated authority to accept goods and services and to review and approve invoices for this contract:

Authorized Invoice Approver

Name: Alvin Rodney  
Title: Program Support Assistant  
Phone: 202-646-3687  
Email: alvin.rodney@fema.dhs.gov

#### **A.6 IDENTIFICATION OF GOVERNMENT OFFICIALS (AUG 2014)**

The Government Officials assigned to this contract are as follows:

Administrative Contracting Officer:

Name: Gregory S. Blair  
Phone: 301-447-7273  
Email: greg.blair@fema.dhs.gov

Contract Specialist:

Name: Glen Seipp  
Phone: 301-447-7264  
Email: glen.seipp@fema.dhs.gov

#### **A.7 INVOICE INSTRUCTIONS (JUN 2014)**

Invoices shall be submitted as follows:

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) and SF 1035 Continuation sheet when requesting payment for supplies or services rendered. The voucher must provide a description of the supplies or services, by line item (if applicable), quantity, unit price, and total amount. The item description, unit of measure, and unit price must match those specified in the contract. Invoices that do not match the line item pricing in the contract will be considered improper and will be returned to the Contractor.

SF 1034 and 1035 instructions:

SF 1034--Fixed Price

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared - insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date - leave blank.
- (5) Voucher Number - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.) The last voucher of every contract or task order should be marked with the next sequential number, with the words "FINAL" (e.g. Invoice No. 1234-FINAL).
- (6) Schedule Number; Paid By; Date Invoice Received - leave blank.
- (7) Discount Terms - enter terms of discount, if applicable.
- (8) Payee's Account Number - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number - insert for supply contracts.
- (11) Date of Delivery or Service - show the month, day and year, beginning and ending dates of supplies or services delivered.
- (12) Articles and Services - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_ of Standard Form 1035." Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

- (13) Quantity; Unit Price - insert for supply contracts.

(14) Amount - insert the amount claimed for the period indicated in (11) above. This amount should be transferred from the total per the SF 1035 Continuation Sheet.

#### INVOICE PREPARATION INSTRUCTIONS SF 1035

The SF 1035 will be used to identify the specific item description, quantities, unit of measure, and prices for each category of deliverable item or service. Suitable self-designed forms may be submitted instead of the SF 1035 as long as they contain the information required.

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

U.S. Department, Bureau, or Establishment - insert the name and address of the servicing finance office.

Voucher Number - insert the voucher number as shown on the Standard Form 1034.

Schedule Number - leave blank.

Sheet Number - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

Number and Date of Order - insert payee's name and address as in the Standard Form 1034.

Articles or Services - insert the contract number as in the Standard Form 1034.

Amount - insert the total quantities contract value, and amount and type of fee payable (as applicable).

A summary of claimed current and cumulative goods and services delivered and accepted to date. - Invoices shall include an itemization of all goods and services delivered and accepted for the period by item and by CLIN. Each invoice shall include sufficient detail to identify goods and services as compared to and in accordance with contract terms and conditions. Invoices that do not match the line item pricing in the contract will be considered improper and returned to the contractor. In addition, each invoice shall detail the total charges by showing current and cumulative goods and services both currently invoiced and cumulative to date.

### **A.8 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS**

#### **A. Preface**

Prior to submission of an agency protest, all parties must use their best efforts to resolve concerns raised by an interested party. FEMA offers, as an option for dispute resolution, Alternative Dispute Resolution (ADR). ADR in an informal, expeditious and inexpensive way to resolve contract issues and is designed to promote satisfying solutions and fair procedures. For more information on FEMA's ADR services, please contact FEMA's ADR office at the following address:

Federal Emergency Management Agency  
FEMA ADR Office  
Office of Alternative Dispute Resolution  
400 Virginia Ave.  
Washington, DC 20472

If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency.

These procedures have been designed to create an avenue for resolving third party grievances in connection with the acquisition process outside of formal processes through the Government Accountability Office (GAO) and the United States Court of Federal Claims (CFC). Filing an agency protest is not a prerequisite to filing at the GAO or CFC. If the protester files a protest through the GAO or CFC while their protest is pending at the agency level, FEMA may dismiss the agency protest.

Pursuing an agency protest does not extend the time for obtaining a stay at GAO.

These procedures are in addition to the existing protest procedures contained in FAR Subpart 33.103.

#### B. Definitions.

(1) "Agency protest," as used in this SOP, is one that may be filed with either the Contracting Officer or the officer responsible for the resolution of all agency protests filed at the level above the Contracting Officer.

(2) "Ombudsman," as used in this SOP, is the agency official above the level of the Contracting Officer designated by the Director of the Acquisition Management Division to handle and issue the formal agency decision resolving the protest. Protesters using these procedures may protest directly to the Ombudsman.

(3) "Day," as used in this SOP, is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday or a Federal holiday, the period extends to the next day that is not a Saturday, Sunday or a Federal holiday. Similarly, when the Washington, DC offices of FEMA are closed for all or part of the last day, the period extends to the next day on which the Agency is open.

#### C. Submission Guidelines.

(1) Agency protests may be filed through the Contracting Officer or, at the level above the Contracting Officer, through the Ombudsman either by FAX transmission or by "Certified Mail" (Return Receipt Requested) as follows:

- a. Protests filed through the Contracting Officer or the Ombudsman must be mailed or faxed to:

Gregory S. Blair,  
Department of Homeland Security/FEMA  
Acquisition Preparedness Branch  
Building D  
16825 South Seton Avenue  
Emmitsburg, MD 21727

-OR-

David Orris  
Department of Homeland Security/FEMA  
Acquisitions  
Building D  
16825 South Seton Avenue  
Emmitsburg, MD 21727

b. The outside of the envelope or beginning of the FAX transmission must be marked "Agency Protest".

c. If the protester submits the protest directly through the Ombudsman, the protester must also, within one (1) day of submitting the protest to the Ombudsman, submit a copy of the protest to the responsible Contracting Officer either by FAX transmission or by "Certified Mail" (Return Receipt Requested).

(2) To be filed on a given day, protests and any subsequent appeals must be received by 4:30 PM, current-local time. Any protests received after that time will be considered to be filed on the next day.

(3) Protest submissions will not be considered filed until all of the following information is provided:

a. the protester's name, address, telephone number and fax number;

b. the solicitation or contract number;

c. a detailed statement of all factual and legal grounds for protests, to include an explanation of how the protester was prejudiced;

d. copies of relevant documents;

e. a request for ruling by the agency;

f. a statement detailing the form of relief requested;

g. all information establishing that the protester is an interested party for the purposes of filing a protest; and

h. all information establishing the timeliness of the protest.

(4) All protests must be signed by an authorized representative of the protester, and must be addressed to the Contracting Officer or the Ombudsman.

#### D. Timeliness/Resolution of Protests.

(1) Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing time for receipt of proposals following the incorporation.

(2) Protests other than those covered by paragraph (1) of this section shall be filed not later than 10 days after the basis of protest is known or should have been known (whichever is earlier), with the exception of protests challenging a procurement conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is required. In such cases, with respect to any protest basis which is known or should have been known either before or as a result of the debriefing, the initial protest shall not be filed before the debriefing date offered to the protester, but shall be filed not later than 10 days after the date on which the debriefing is held.

(3) Protests filed through the Contracting Officer.

a. Within twenty (20) days after the protest is filed through the Contracting Officer, the Contracting Officer will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Return Receipt Requested)".

**b. Appeals**

i. Protesters who filed protests through the Contracting Officer may, within five (5) days of receipt of the Contracting Officer's written ruling, appeal to the Ombudsman.

ii. Requests for Appellate Review must be submitted to the Ombudsman by FAX transmission or by "Certified Mail" (Return Receipt Requested).

iii. The Ombudsman will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Mail Receipt Requested)" within ten (10) days of receipt of the request for appellate review of the Contracting Officer's decision.

iv. In accordance with FAR 33.103(d)(4) and 4 C.F.R 21.2(a)(3), if there is an agency appellate review of the Contracting Officer's decision on the protest, it will not extend GAO'S timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within ten (10) days of knowledge of initial adverse agency action.

**(4) Protests filed through the Ombudsman:**

a. If the protester protests directly through the Ombudsman, the Ombudsman will send a written ruling and a summary of the reasons supporting the ruling to the protester by "Certified Mail (Mail Receipt Requested)" within thirty-five (35) days after the protest was filed.

b. Protests filed directly through the Ombudsman cannot be appealed within the agency.

**E. Dismissal of Protests.**

The agency may dismiss protests when protesters file protests through the GAO or CFC while their protests are pending at the agency level; and for failure to comply with any of the requirements of these agency protest procedures. For example, the agency may dismiss protests that are procedurally or substantively defective (e.g., the protest is untimely or the protest fails to clearly state legally sufficient grounds of protest).