

Request for Proposals

St. Clair River Dye Study – Center Channel and West Bank Release

Number 2009-01

For:

The Great Lakes Observing System
440 Church Street, Suite 4044
Ann Arbor, MI 48105

Release Date: June 17, 2009

The Great Lakes Observing System Regional Association (GLOS) Board of Directors is issuing a Request for Proposal (RFPs) for services to undertake a dye study in the St. Clair River. The purpose of the dye study is to calibrate a 3d hydrodynamic model that will: address critical needs for protecting drinking water supplies; support commercial and recreational navigation; improve responsiveness for search and rescue operations; and improve reactions and recovery from hazardous materials and oil spills within the waterway.

Proposals are due, as a pdf file, via email to GObservingsys@umich.edu by 5:00 PM Eastern Daylight Time on Monday, July 13, 2009. All questions regarding this RFP, whether technical or procedural in nature, must be directed to Dr. Jennifer Read via email only (GObservingsys@umich.edu) by Friday, June 26. Responses will be posted to www.glos.us/stclair/dye by Tuesday, June 30.

The award will be granted contingent upon the bidder's acceptance of the contract provided in the attachment.

The award for this project will not exceed \$90,000.

I. Background:

The Great Lakes Observing System (GLOS; www.glos.us) was established to provide public access to critical, real-time and historical information about the Great Lakes, St. Lawrence River and interconnecting waterways for use in managing, safeguarding and understanding these immensely valuable freshwater resources. GLOS is intended to gather and integrate chemical, biologic and hydrologic data, and monitor lake conditions and trends over time. It is focused on identifying and meeting user needs and therefore the staff and contractors work closely with users in the Great Lakes who are involved in addressing GLOS' four goals.

GLOS currently addresses these four goals:

- Improve predictions of climate change and weather and their effects on coastal communities and the nation;
- Improve the safety and efficiency of maritime operations;
- Reduce public health risks; and
- Protect and restore coastal ecosystems more effectively.

In the Lake Huron to Lake Erie connecting channels GLOS is supporting a multi-year hydrodynamic modeling project to develop state-of-the-science computer modeling tools that simulate real-time flows and predict future levels and flows. Model development and implementation is being conducted primarily to address critical needs for protecting drinking water supplies for over 4 million people within the corridor who could be affected from oil and hazardous spills. Other applications of modeling tools are anticipated to include: reducing beach closures due to better predictions of pathogen movements in the nearshore; improved knowledge of winds, waves, currents and water temperatures for recreational boaters; improving responsiveness for search and rescue operations; improving reactions and recovery from hazardous materials and oil spills within the waterway; and, improving near-term predictions of channel depths to assist freighters to load cargo to the maximum extent practical.

The Huron Erie Connecting Waterways Forecasting System (HECWFS) model was developed by researchers at NOAA's Great Lakes Environmental Research Laboratory in Ann Arbor, Michigan. HECWFS is designed to provide now casts and forecasts of levels and flows in the St. Clair River, Lake St. Clair and the Detroit River. See <http://www.glerl.noaa.gov/res/hecwfs/>. This request for proposals to conduct a dye study on the St. Clair River is designed to gather additional data to calibrate the HECWFS model.

II. Proposal Terms:

- A. The GLOS Board reserves the right to reject any and all proposals received as a result of this RFP. Further, issuance of an award to the successful bidder is contingent upon availability of funds through the National Oceanic and Atmospheric Administration. Selection will be made by the GLOS Board on the basis of criteria outlined in Section V below. The GLOS Board reserves the right to consider proposals for modifications at any time before a contract is awarded.
- B. The GLOS Board reserves the right to reject any and all bids, to waive or not waive informalities or irregularities in bids or bidding procedures and to accept or further negotiate cost, terms, or conditions of any bid determined by the GLOS Board to be in the best interests of GLOS even though not the lowest bid.
- C. Proposals must be signed by an official authorized to bind the bidder to the proposal's provisions for a period of at least 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- D. In the event that it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of proposals may be adjusted to allow for revisions.

To be considered, the proposal in pdf format must be submitted via email to Globservingsys@umich.edu on or before the specified date and time.

- E. Proposals should be prepared simply and provide a concise description of the bidder's ability to meet the requirements of the RFP. Bidders must follow the guidance provided in preparing their response; failure to do so is grounds for disqualification from the bidding process.

III. Company/organization Information:

Proposals are sought from companies or organizations with expertise in large river monitoring, assessment, and/or modeling activities. All U.S. and Canadian entities are eligible to bid on this project including federal, state and local units of government, academic institutions, for-profit companies and not-for-profit organizations. Proposals submitted by a team of organizations are acceptable. However, teams must demonstrate a history of working together to complete a number of similar projects successfully.

IV. Proposal Contents:

Proposals should not exceed 15 pages, with one-inch margins and 12 point font. Proposals shall provide the following information:

- a) Introduction: Summarize your understanding of the project and the key points of the proposal.
- b) Project Team and Management:
 - a. Company/Organization: Provide the full name, address and contact information of the company/organization (and subcontractors if relevant), and include the name/ contact information for the proposed project manager and contract manager.
 - b. Prior Experience: Describe the company's/organization's relevant experience in undertaking this work, including at least three similar projects. Provide a one page project profile for each project, including title, location, date of completion, project cost, key staff, methods, outcome, relevance to this project, and the client's name, contact person, address, phone and email.
 - c. Key Staff: Provide the background and relevant experience of the individuals principally responsible for completing the proposed work. Identify the roles, responsibilities and time commitment of all key staff. Include two page resumes for each staff member. (Note: resumes do NOT count toward the 15 page limit.)
- c) Methodology: Provide a detailed methodology outlining how the proposed scope of work in Section IX below will be accomplished. Include a detailed timeline. Bidders are invited to identify any refinements/adjustments to the proposed scope of work accompanied by an explanation as to how these refinements/adjustments will fulfill project goals in a timely and cost efficient manner.
- d) Deliverables: List the final products anticipated from this project.
- e) Budget: Provide budgetary information (and associated description) in the following categories:
 - Personnel (hourly rate and number of hours by individual);
 - Overhead costs (if not included under personnel);

- Travel (identify number of trips and detail anticipated expenses);
- Equipment (single equipment purchases over \$5,000 are not allowed under this contract, unless justified by comparing to the lease/rental of the same equipment and accompanied by sufficient documentation for reviewers to make that comparison);
- Supplies (provide details);
- Miscellaneous: (all other expenses not identified above);
- If a university, not-for-profit, state or local government, provide indirect cost rate, including a copy of the paperwork negotiated with your cognizant federal agency.

Note: the successful bidder may be required to provide additional budget detail prior to the award.

V. Award

The GLOS Board reserves the right to reject any and all proposals received as a result of this RFP. Further, issuance of an award to the successful bidder is contingent upon availability of funds through the National Oceanic and Atmospheric Administration. The Board will use the following criteria as guidance in determining successful bid:

- a. Methodology: a comprehensive and concise methodology that provides a step-by-step description of how project goals and objectives will be achieved in an efficient, effective and timely manner (25%);
- b. Team Capability and Qualifications: a thorough description of the team's background, including company/organization overview; depth and breadth of expertise relevant to the project; key staff and their roles on the project; and demonstrated ability to meet/exceed all project goals and objectives within the specified time period and budget. If the proposal includes working with another company/organization, evidence of past successful collaboration with those entities (25%);
- c. Relevant Projects: evidence that the bidding team has successfully completed at least three similar projects in a timely, efficient and cost-effective manner. (25%);
- d. Cost: evidence that the bidding team will accomplish all stated project goals and objectives within the proposed budget. The GLOS Board will look particularly favorably on the most cost-effective proposals and those that are able to leverage additional funds through cost-share arrangements. (25%)

VI. Term of the Contract: on or about July 22 through September 15, 2009. **No-cost extensions will NOT be granted.**

VII: Type of Contract:

A standard GLOS Purchase Service Agreement will be executed between the GLOS Regional Association and the successful bidder; it is in the attachment for information purposes. The GLOS Board reserves the right to award the total proposal, reject any and all proposals in whole or in part, and to waive any informality or technical defects, if in the GLOS Board's sole judgment, the best interests of GLOS will be served.

VIII: Cost Liability:

The GLOS Board and GLOS staff assume no responsibility or liability for costs incurred by the successful bidder prior to the execution of a service contract. The liability of the GLOS Board and GLOS staff is described in the attached Purchase Service Agreement.

IX: Scope of Work:

Two dye releases, center and west bank of the St. Clair River and sampling as outlined below. The award for this project will not exceed \$90,000.

- Two dye releases – middle channel and west bank, Within 1 KM up or downstream of the SUNCOR Dock (see attached map)
- Rhodamine WT
- Initial concentration – sufficient dye to be detectable at Algonac
- Transects:
 - Three sampling transects per release, one above the release point, one upstream and one downstream of Stag Island, at or near Marysville and St. Clair, MI respectively.
 - The transects will include surface samples in 10-15 locations across the channel and at least 3 vertical profiles, evenly spaced w/ GPS coordinates
 - Each transect for each dye release shall be timed for the estimated peak concentration at that point.
 - Provide latitude and longitude coordinates for each transect.
- Time Series:
 - Sampling protocol will also include a time series taken at the intervals specified below during the period that dye concentrations are measurable, based upon the attached figure of the dye concentration as a function of time, as it flows past five locations. Provide a U.S. and Canadian sampling point at each of the five locations. Locations preferably at or near US drinking water intake locations, specify locations with GPS coordinates.

Location	Frequency of Samples (min)	start time after release (hr)	end time after release (hr)
US 1	10	0	3
Can 1	10	0	3
US 2	10	3	7
Can 2	10	3	7
US 3	20	5	10
Can 3	20	5	10
US 4	20	7	13
Can 4	20	7	13
US 5	20	11	17
Can 5	20	11	17

Data Delivery: Data will be provided in a written report as well as a digital record of all measurements.

Data QA/QC: Please describe your QA/QC plan, e.g., instrument calibration protocol; demonstrate that equipment accurately detects to 0.1 ppb.

Permits and Permissions: Will be secured by GLOS.

Notification: will be handled by contractor to list supplied by GLOS with both a 48-hour advance notice and a two hour advance day-of notification.

X: RFP Timeline:

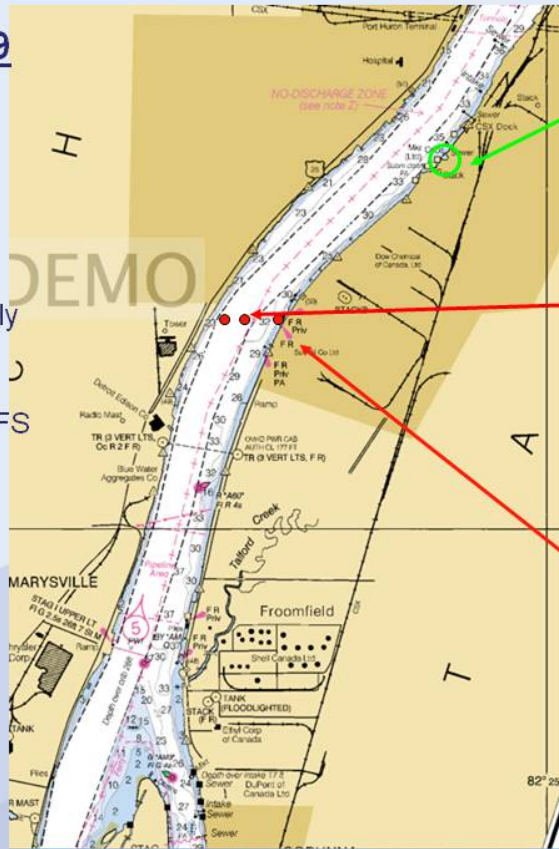
RFP Issued	June 17, 2009
Questions Due	5 pm (EDT); June 26, 2009
Responses to Questions Posted	5 pm (EDT); June 30, 2009
Proposal Submission Deadline	5 pm (EDT); July 13, 2009
Proposal Review Period	Week of July 13, 2009
Recommendation to the GLOS Board	July 17, 2009
Contract Award	on or about July 20
Contract Signing and Project Commences	on or about July 22

Final payment will be based upon receipt and approval of all project deliverables as described in the contract.

Attachment

Location of 2009 dye releases

- East bank: simulated ballast water discharge
 - Up to 4 releases in July
- Center channel: HECWFS validation
 - 1 release
- West bank: HECWFS validation
 - 1 release



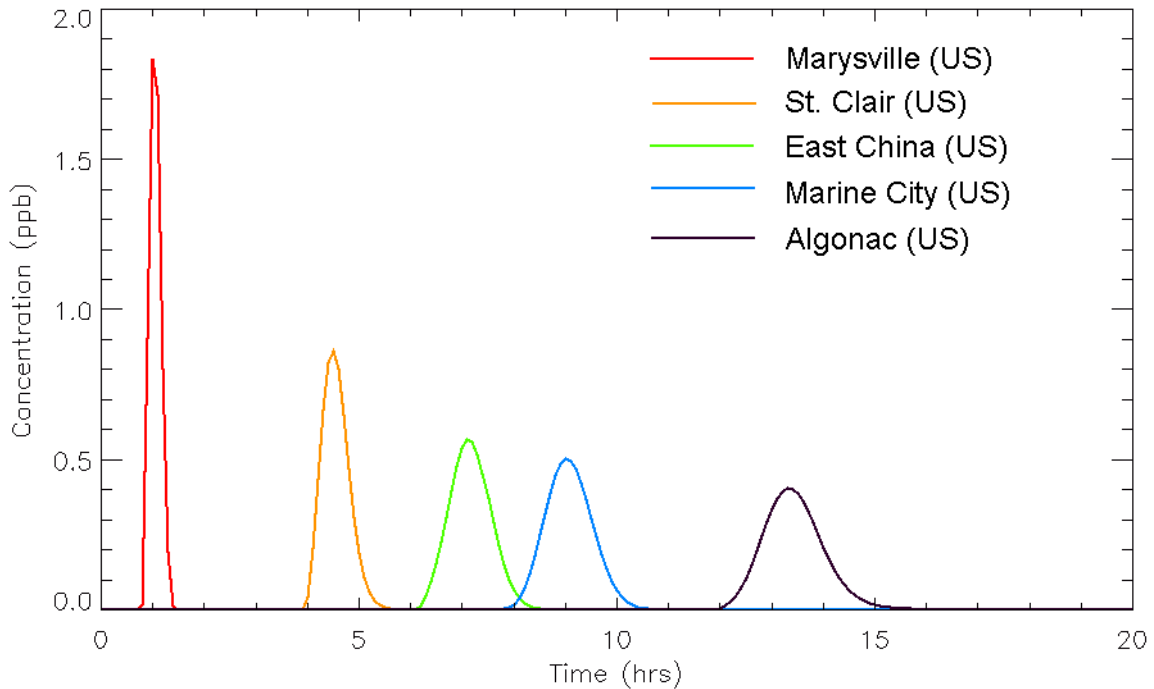
Industrial intake pond – releases must be south of this site

Proposed U.S. release sites

Exact location TBD, no further downstream than Suncor Dock

Proposed ballast release site (Suncor Dock)

Center Release



**CONTRACT AGREEMENT
BETWEEN
GREAT LAKES OBSERVING SYSTEM
AND
<<ENTITY>>**

**ISSUED UNDER
DEPARTMENT OF COMMERCE,
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
GRANT AWARD <<Grant NUMBER>>**

This Contract is entered into as of the last date on the signature page hereof, by and between the Great Lakes Observing System, a non-profit constitutional corporation, organized and existing under the laws of the State of Michigan, with offices in the city of Ann Arbor, Michigan (hereinafter referred to as "GLOS"), and <<enter name>> with offices in <<city, state>> (hereinafter referred to as "Vendor").

GLOS is recipient of a Department of Commerce, National Oceanic and Atmospheric Administration grant (hereinafter referred to as "Prime Agreement") for support of a project entitled "<<insert title>>", and Vendor agrees to participate in the project as set forth in this contract for the consideration stated herein.

The parties mutually agree to the following terms:

ARTICLE 1 - STATEMENT OF WORK

Vendor will use its best efforts to perform the work described in the statement of work, and shall furnish all necessary labor, materials and facilities to carry out the specific objectives outlined in Attachment A.

ARTICLE 2 - PERIOD OF PERFORMANCE

The period of performance for this contract shall be from <<insert date>> (Beginning Date), through <<insert date>> (Termination Date), unless amended by written mutual agreement. Expenditures incurred prior to the beginning date or subsequent to the termination date are unallowable.

ARTICLE 3 - PAYMENT

The total cost of the work to be performed under this contract is \$<<insert dollars>>. GLOS shall not be obligated to reimburse nor shall Vendor be obligated to incur any expenditure in excess of this limitation. Future increases in funding will only be made via a written bilateral modification to this contract. The budget for this contract is provided as Attachment A.

Vendor shall submit invoices **in duplicate** indicating the amount expended according to each budget category. Invoices shall be submitted on or about the following dates:

<<DATE>>
<<DATE>>
<<DATE>>

The controller or some other responsible official shall certify on the invoice that the request for payment is true and correct to the best of their knowledge and that all expenditures reported have been made in accordance with the appropriate prime sponsor policies and for the purpose as set forth in the contract. The invoices shall reference Project No. <<insert project # index>> and be mailed to:

Jennifer Read
Great Lakes Observing System
440 Church Street, Suite
Ann Arbor, Michigan 48109-1041

The invoices shall be reviewed by the Executive Director, or her designee, at GLOS and, upon acceptance, the full amount shall be remitted to the Vendor within 30 days.

Upon request of GLOS, Vendor shall refund any amounts determined to be unallowable expenditures as a result of Federal or GLOS audit.

The final billing, clearly marked **Final**, shall be submitted no later than sixty (60) days after the end of the period of performance as indicated in Article 2. In no event shall the total of all invoices, including the final billing, exceed the contract amount.

ARTICLE 4 - GENERAL PROVISIONS

This subcontract is issued under a Department of Commerce (DOC), National Oceanic and Atmospheric Administration grant and is subject to the following terms and conditions:

1. DOC Standard Terms and Conditions which are incorporated herein by reference and available from the NOAA website at: <http://www.ofa.noaa.gov/~grants/>. All references to government and/or grant officer in the regulations cited here are understood to refer to GLOS; all references to grantee or recipient are understood to refer to Vendor.
2. 15 CFR Part 14 (Code of Federal Regulations) can be found at: <http://www.gpoaccess.gov/cfr/index.html>.
3. NOAA Administrative Standard Award Conditions are found in Attachment B.

ARTICLE 5 - HOLD HARMLESS

To the extent allowable by their state laws, each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof.

ARTICLE 6 - EQUIPMENT

Vendor shall be accountable for all equipment purchased under this contract. Title to equipment purchased under this contract will transfer to Vendor at the time of acquisition unless the Prime Sponsor directs otherwise. Vendor agrees to utilize such equipment for the benefit of the project and shall maintain appropriate records to enable GLOS to fulfill its responsibilities to the sponsor.

ARTICLE 7 - DISPUTES

Except as otherwise provided for in this contract, any dispute not disposed of by mutual consent shall be decided by procedures jointly agreed upon by GLOS and Vendor.

ARTICLE 8 - ALLOWABLE COSTS

For the performance of the work outlined in Attachment A, GLOS agrees to pay Vendor the costs thereof determined to be allowable in accordance with the terms of this contract and:

- The budget, if included as part of this contract
- The cost principles applicable to the Vendor's type of organization:

OMB Circular A-21:	Institutions of Higher Education
OMB Circular A-87:	State, Local & Federally Recognized Indian Tribal Governments
OMB Circular A-122:	Nonprofit Organizations
45 CFR 74, Appendix E:	Hospitals
48 CFR Subpart 31.2:	For-Profit (commercial) Organizations

ARTICLE 9 - TERMINATION

Either party may terminate this contract without cause by providing thirty (30) days prior written notice to the other party. In the event of a termination under the Prime Agreement, or upon default of the Vendor, GLOS may terminate this contract immediately. Upon receipt of a termination notice, Vendor will make no further commitments under this contract and will take all reasonable actions to cancel outstanding obligations. Vendor will furnish all necessary reports of research completed or in progress through the date of termination. GLOS shall reimburse Vendor for allowable termination costs and non-cancelable costs through the date of termination, not to exceed the funded value of this contract.

ARTICLE 10 - KEY PERSONNEL

The following individual will be responsible for all aspects of the proposed work to be performed by Vendor: <<insert PI name>>. Substitutions for this individual or substantial reduction in any of the level of effort will not be made without the prior written approval of GLOS.

ARTICLE 11 - PUBLICATIONS

Vendor is free to publish reports or results of the research being performed under this contract. Thirty (30) days prior to such publication, however, Vendor will submit to GLOS's Executive Director a copy of the proposed publication.

Publications based upon results of research supported directly or indirectly by this award should include the following acknowledgement:

"This [paper/report/video] was prepared by [name of Vendor] under Grant Award No. <<award #>> from National Oceanic and Atmospheric Administration Coastal Ocean Program, U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of

the National Oceanic and Atmospheric Administration Coastal Ocean Program of the U.S. Department of Commerce to this Institution.”

ARTICLE 12 – PUBLICITY

Neither GLOS nor Vendor will use the name of the other either expressly or by implication, in any news, publicity release, or other promotional fashion without the express written approval of the other.

ARTICLE 13 - REPORTS

Vendor shall prepare reports as requested by GLOS Executive Director. Only those reports will be requested that will enable GLOS to fulfill its commitments under its Prime Agreement.

Frequency: Due to the short duration of this contract, the Vendor will provide a draft final report within 10 days of the project end date <<INSERT DATE>> and make any final adjustments required by the GLOS Executive Director within 10 days of receipt of comments.

Assignment

Neither party shall assign this Agreement to another without the prior written consent of the other party; however, the Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets, provided that such successor shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purposed assignment shall be void.

Independent Inquiry

Nothing in this Agreement shall be construed to limit the freedom of researchers who are participants in this Agreement, whether paid under this Agreement or not, from engaging in similar inquiries made independently under other grants, contracts or agreements with parties other than GLOS.

Independent Contractor

In the performances of all services under this Agreement:

- Each party and its personnel shall be deemed to be and shall be an independent contractor and, as such, shall not be entitled to any benefits applicable to employees of the other party;
- Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conducts of the other.

ARTICLE 14 - LIABILITY AND INSURANCE

Vendor agrees that it shall maintain appropriate levels of insurance as required by state or federal law or regulation. Vendor also agrees that it has entered into this contract and will discharge its obligations, duties and undertakings and work pursuant thereto, whether requiring professional judgment or otherwise, as an independent agent without imputing liability on the part of GLOS for the acts of Vendor and its employees.

ARTICLE 15 – ASSURANCES

By signing this contract, Vendor certifies that:

- It is not delinquent on the repayment of any Federal debt.
- It is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (34 CFR Part 85, Section 85.510).
- It is in compliance with the Drug-Free Workplace Act of 1988 (34 CFR Part 85, Subpart F).
- It is in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regarding restrictions on lobbying.
- It will comply with the Clean Air Act (42 U.S.C. 7401 et seq.), as amended; and the Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, if the value of this contract is over \$100,000.
- It maintains an appropriate written enforced policy on conflict of interest that complies with appropriate agency regulations concerning Conflict of Interest.
- Funds expended under this award will comply with the applicable Federal cost principles.

ARTICLE 16 – EQUAL OPPORTUNITY

During the performance of the work under this contract, Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, special disability or special Vietnam era status. All Equal Employment Opportunity provisions set forth in Executive Order No. 11246, as amended by Executive Order 11375, and as supplemented by 41 CFR Part 60 are hereby incorporated by reference into this contract.

ARTICLE 17 - PATENTS AND INVENTIONS

Vendor agrees to comply with the Standard Patent Rights Clause of 37 CFR 401.14 or Federal Acquisition Regulation 52.227 as appropriate.

ARTICLE 18 – REPORTS

All records and reports that relate to this Subcontract shall be retained by the Subcontractor for three (3) years from the date of final payment and will be made available during that period for inspection by representatives of GLOS, its independent auditors, or the Federal Government during normal business hours.

ARTICLE 19 – EXECUTIVE DIRECTOR

GLOS Executive Director is Jennifer Read, Ph.D. The Executive Director is not authorized to amend or alter this contract unilaterally. Any such amendments or alterations must be approved by the written mutual agreement of the parties hereto.

Entire Agreement

Unless otherwise specifically provided, this Contract embodies the entire understanding between GLOS and <<insert vendor name>> for this project, and any prior or contemporaneous representations, either oral or written, are superseded. No amendments or changes to this Contract, including without limitation, changes in the statement of works, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

Agreed to by:

<<vendor name>>

GREAT LAKES OBSERVING SYSTEM

Signature

Date

Signature:

Date:

Typed Name and Title

Jennifer Read, Executive Director

**ATTACHMENT A
STATEMENT OF WORK & BUDGET**

[to be added]

ATTACHMENT B
NOAA ADMINISTRATIVE STANDARD AWARD CONDITIONS

GENERAL PROVISIONS

The following terms and conditions cancel and supersede all previous versions and are incorporated into the contract:

1. This subcontract is issued under a Department of Commerce (DOC), National Oceanic and Atmospheric Administration grant and is subject to the terms and conditions of the DOC Standard Terms and Conditions which are incorporated herein by reference and available from the NOAA website at: <http://www.ofa.noaa.gov/~grants/>.

All references to government and/or grant officer in the regulations cited above are understood to refer to GLOS; all references to grantee or recipient are understood to refer to Vendor.

2. 15 CFR Part 14 (Code of Federal Regulations can be found at: <http://www.gpoaccess.gov/cfr/index.html>).

Homeland Security Presidential Directive – 12

If the performance of this grant award requires recipients to have physical access to Federal premises for more than 180 days or access to a Federal information system personal identity verification procedures must be implemented. Any items or services delivered under this financial assistance award shall comply with the Department of Commerce personal identity verification procedures that implement Homeland Security Presidential Directive – 12, FIPS PUB 201, and OMB Memorandum M-05-24. The recipient shall insert this clause in all subawards or contracts when the subaward recipient or contractor is required to have physical access to a Federally controlled facility or access to a Federal information system.

Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

(a) This clause applies to the extent that this financial assistance award involves access to export-controlled information or technology.

(b) In performing this financial assistance award, the recipient may gain access to export-controlled information or technology. The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled information and technology, including deemed exports. The recipient shall establish and maintain throughout performance of the financial assistance award effective export compliance procedures at non-NOAA facilities. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled information and technology.

(c) Definitions

(1) Deemed export. The Export Administration Regulations (EAR) define a deemed export as any release of technology or source code subject to the EAR to a foreign national, both in the United States and abroad. Such release is “deemed” to be an export to the home country of the foreign national. 15 C.F.R. & 734.2(B)(2)(ii).

(2) Export-controlled information and technology. Export-controlled information and technology is information and technology subject to the EAR (15 C.F.R. & 730 *et. seq.*), implemented by the DOC Bureau of Industry and Security, or the International Traffic I Arms Regulations (ITAR)

(22C.F.R.&&120-130), implemented by the Department of State, respectively. This includes, but is not limited to, dual-us items, defense articles and any related assistance, services, software or technical data as defined in the EAR and ITAR.

(d) The recipient shall control access to all export-controlled information and technology that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that access is restricted, or licensed, as required by applicable Federal laws, Executive Orders, and/or regulations.

(e) Nothing in the terms of this financial assistance award is intended to change, supersede, or waive and of the requirements of applicable Federal laws, Executive Orders or regulations.

(f) The recipient shall include this clause, including this paragraph (f), in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve access to export-controlled information technology.