COMMERCIAL PROVISIONS

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The full text of a solicitation provision may be accessed electronically at https://www.acquisition.gov/far/ and at https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52.

The following provisions are incorporated by reference, with fill-ins noted as appropriate:

52.203-11 – Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024)
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 (NOV 2024)(Deviation APR 2026)
52.209- 7 – Information Regarding Responsibility Matters (Oct 2018)(Deviation APR 2026)
52.209-12 – Certification Regarding Tax Matters (OCT 2025)
52.212- 1 – Instructions to Offerors – Commercial Products and Commercial Services (SEP 2023)(Deviation APR 2026)
52.216-27 – Single or Multiple Award (Oct 1995)
52.219- 1 – Small Business Program Representations (FEB 2024)(Deviation JAN 2026, Updated FEB 2026)
52.222-41 – Service Contract Labor Standards (AUG 2018)(Deviation APR 2026)

Solicitation Provisions – Full Text

52.216-1 – Type of Contract (Apr 1984)(Deviation Mar 2026)
The Government contemplates award of an Indefinite-Delivery, Indefinite-Quantity contract resulting from this 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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Sasha Klingler, Branch Chief
Department of the Interior, Geological Survey Acquisition Team
3020 State University Drive East, Suite 2002
Sacramento, CA 95819
Email: sasha_klingler@ios.doi.gov
Ph: (916)278-9333

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

(c) A copy of the protest served on the Contracting Officer shall be simultaneously furnished by the protester to the Department of the Interior Assistant Solicitor, Acquisitions and Intellectual Property, 1849 C Street, NW., Room 6511, Washington, DC 20240.

52.212-2 – Evaluation-Commercial Product and Commercial Services (Nov 2021/Deviation Apr 2026)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Evaluation factors and subfactors are described in the provision, "GS2320 – Evaluation Factors", which follows.

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

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

GS2150 – Proposal Format and Submission Instructions (General)

Note: There are three format and instruction sections. This provision GS2150 is the "general instructions". Provision **GS2150-1 is the specific Step 1 instructions**, while **GS2150-2 is the specific Step 2 instructions**. The GS2150-2 instructions will be added by solicitation amendment following the Step 1 evaluations and advisory notices.

(a) Proposals will be submitted electronically, via email. Proposals not conforming to the electronic file (eFile) formats specified below will be unacceptable and will not be considered. Proposals shall be transmitted via email on or before the closing date to the Contracting Officer, Charlan Fejarang, at charlan_fejarang@ios.doi.gov.

(b) Offerors are encouraged to transmit as early as possible on or before the closing date and time so that the contracting officer can verify successful transmission and receipt of the eFiles by the closing date and time. Email submissions not received on or before the closing date/ time will be considered late. Date and time determinations will be based on the system email date/time of the Contracting Officer's email account.

(c) Contact information is provided here for information of the offerors. Submissions will not be accepted at the office in hardcopy.

Charlan Fejarang
Department of the Interior
Geological Survey Acquisition Team (GSAT)
Email: charlan_fejarang@ios.doi.gov
Phone: (916) 278-9329

(d) Proposals must conform to the page limitations listed. Fonts shall be Times New Roman and no smaller than 11 point for narrative sections of the proposal, in both native and PDF-converted final

format. All eFile submittals shall be converted to PDF format prior to submission to avoid inadvertent file modification by the government when viewing open files such as word, rtf, etc.

(e) Offerors are cautioned to ensure that no pricing information is embedded or included in the non-price sections of their submission. Such information will be redacted prior to providing the proposal to the technical evaluation team. Such redactions could adversely affect the readability and cohesiveness of the applicable eFile involved, to the detriment of the offeror.

GS2150-1 Proposal Format and Submission Instructions (Step 1) (Modified)

(a) Phased Evaluation Process.

(1) The USGS intends to use a phased evaluation process for this acquisition. The RFP will require sequential submittals, beginning with a Step 1 response. This approach is designed to enhance efficiency and minimize the time and cost burden for both the Government and interested firms. In Step 1, offerors will provide information that should already exist and therefore be relatively simple and quick to prepare, with a submission period of approximately five days. The Government will then conduct an expedited evaluation of the Step 1 materials. Based on this evaluation, offerors will be categorized as either among the most highly rated or not among the most highly rated.

(2) As a result, offerors will receive one of two advisory notices:

(i) The offeror is among the most highly rated (based on the information submitted and our evaluation), and is invited to participate in the RFP's subsequent step(s); or,

(ii) The offeror is not among the most highly rated (based on information submitted and our evaluation) and is seen as unlikely to be a viable competitor. An offeror in this tier will also be advised of the general basis for our opinion. These offerors will further be advised that notwithstanding our opinion, they may continue to participate in the subsequent step(s) of the RFP should they choose to do so.

(3) The Step 1 advisory process is intended to provide useful information to offerors for consideration in making an informed decision whether to continue, or not, with the substantial proposal effort that will be required under the remaining solicitation response step(s).

(4) After the advisory notices are issued, the solicitation will be amended to establish the closing date and time, along with additional/updated instructions for the remaining (Step 2) RFP response requirements.

(b) Step 1 – General Instruction.

As this acquisition is set aside for Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), we anticipate that proposals may be submitted by SDVOSB offerors serving as the lead entity within a team arrangement, given the size, scope, and complexity of the requirement. Our interest is in prior experience performing and managing contracts of comparable size, scope, and complexity.

For Step 1, the evaluation will focus on the SDVOSB offeror's experience and capabilities as the managing entity responsible for contract performance. For clarity, we refer to the SDVOSB lead entity as the "prime contractor." For teams proposing under a traditional prime/subcontractor arrangement, the terms "prime" and "subcontractor" retain their standard meanings. For teams proposing under a SDVOSB Joint Venture (JV), the SDVOSB managing partner of the JV will be considered the "prime contractor," with all other JV members treated as subcontractors. In such JVs, the SDVOSB managing partner must be

the qualifying SDVOSB firm, must hold primary management and performance responsibility, and typically must receive the predominant share of contract revenue in accordance with the limitation on subcontracting requirements.

(c) Step 1 – Submission Instructions.
The following information is required for Step 1 submittal:

(1) - Prime Contractor Experience – Two Case Reports

(i) Submit the ATTACHMENT-EXP data sheet and narrative information as indicated on that form. Most instructions are self-explanatory. (See ATTACHMENT-EXP). Submit information on the two most relevant prior experience contract examples. We are calling each contract example a "case report" for ease of writing and reading these instructions. Fill in the Attachment and combine/organize materials from case studies into two single documents. Each document will include the ATTACHMENT-EXP as the front material, followed by supporting materials as described on the EXP form.

(ii) The case reports for Step 1 are two (2) only, from the Prime contractor's portfolio of similar, recent, relevant projects. While you may have more than two, pick the two you feel are the most relevant, and would persuade us of your expertise and ability to perform, manage, and lead a nationwide team to support the scope, size, breadth, and complexity of our requirement. Additional case reports may be requested under Step 2 to provide additional prime experience and/or other team member experience within the limitations stated at that time.

(ii) The two case report attachments and supporting materials will provide basic information to support our Step 1 evaluations. It is recognized that there is a degree of "self-scoring" in the nature of the information you are summarizing and reporting to us in these submittals. We do intend to cross-check and verify the information presented at some level, based upon our interviews and discussions with your cited customer POCs, and review of the applicable contract documents involved. (In subsequent submittals and evaluations after Step 1, these same contract examples will be the subject of Past Performance evaluations and deeper relevance testing as necessary).

(2) – In addition to the two case report packages, please submit a Prime Contractor's Introduction of Team and Qualification Summary as follows:

i.) (3 pages max) Provide a brief overview of your firm (prime contractor). Existing line card type document is acceptable. In addition, if not already indicated on your line card, please highlight industry credentials held by the Prime contractor.

ii.) (4 pages max) Provide a brief summary of the other firms on your team, and the team structure you will be using (e.g., prime/sub team). For prime/sub teams, please introduce all significant subcontractors involved, and the currently anticipated role(s) to be performed or supported on your team. For purposes of this solicitation, "significant" is a subcontractor expected to participate at 10% or more of the total contract amount. Provide SAM UEI numbers for all members of your team. You may not change team members after this Step, as this information will be carried over into the Step 2 evaluations.

iii.) Provide copies of team agreement(s) or other evidence of commitment from team members as applicable.

NOTE: Detailed RFP Step 2 proposal instructions will be released after, or in conjunction with the advisory notices. The solicitation will be amended with instructions and revised closing date(s) for the remaining submissions. Evaluation criteria will not change. We expect a 20-25 day proposal cycle for

the Step 2 submittal. The "clock" for these submittals will start upon issuance of the Solicitation Amendment announcing Step 2.

GS2150-2 Proposal Format and Submission Instructions (Step 2) (Modified)

(TBA with solicitation amendment for Step 2)

GS2320 Evaluation Factors Aug 2001

(a) Introduction: A phased evaluation process consisting of a streamlined Step 1 RFP submission will be utilized, followed by an advisory notification, and then a more comprehensive Step 2 RFP submission. Participation in Step 1 is mandatory. Offerors who do not submit a Step 1 response will not be considered for further participation under this solicitation, and Step 2 submissions will not be accepted from any offeror that did not complete Step 1. Step 1 evaluation results will be carried forward and be incorporated into the Step 2 evaluation. Step 1 submissions must also include information on the offeror's proposed team and team structure.
Offeror's are not permitted to change team structure or team members after Step 1 as the information and evaluations carryover to Step 2.

(b) Evaluation: A contract resulting from this solicitation will be awarded to the offeror whose offer, conforming to the solicitation requirements, is found to be most advantageous to the Government, price and other factors considered. A trade-off process will be used among the evaluated price and non-price factors, with the non-price factors being significantly more important than price. Offerors are reminded that the tradeoff process and determination of "most advantageous" is necessarily a subjective process and could result in award to other than the lowest price or other than the highest rated.

Guidance: LOCAR (Level of Confidence Assessment Rating) will be assigned on the following adjectival scale: "substantial confidence," satisfactory confidence," "limited confidence," or "no confidence." The LOCAR is based on the following factors listed in the section below.

(c) Evaluation of Non-Price Factors: The non-price factors, listed in descending order of importance are:

Factor A — Experience.
Factor B — Technical and Management.
Factor C — Past Performance.

Factors B and C will be evaluated in Step 2. Factor A has 3 subfactors. Subfactor A-1 will be partially evaluated in Step 1; while Subfactors A-2 and A-3 will be evaluated in Step 2.

(d) Factor A – Experience. Factor A consists of three subfactors, listed in descending order of importance:

Subfactor A-1 Prime contractor's (firm) recent/relevant experience:

a. Firm experience

i. Demonstrated expertise in computer science, seismology and /or geodesy and / or geophysics and / or the physical sciences, with a focus on computational methodologies.

ii. Demonstrated experience in the design and development of scientific software using open-source tools and libraries.

iii. Proficient background in scientific algorithm development, database architecture, low-level Linux programming, and integration of message-oriented middleware.

iv. Demonstrated experience in supporting geophysical monitoring equipment.

v. Demonstrated experience in supporting the IT infrastructure of geophysical monitoring networks.

vi. Demonstrated experience in cyber security concepts and their application to a real-time data acquisition and processing environment.

Subfactor A-2 Proposed key personnel recent/relevant experience and qualifications:

b. Proposed personnel's experience

i. Demonstrated expertise in computer science.

ii. Demonstrated expertise in seismology and /or geodesy and / or geophysics and / or the physical sciences, with a focus on computational methodologies.

iii. Demonstrated experience in the design and development of open-source scientific software systems.

iv. Demonstrated experience working with networking and router hardware and protocols, including the diagnosis and repair of communications failures between devices and across networks.

v. Proficient background in scientific algorithm development, database architecture, low-level Linux programming, and integration of message-oriented middleware.

vi. Demonstrated experience in supporting geophysical monitoring equipment.

vii. Demonstrated experience in supporting the IT infrastructure of geophysical monitoring networks.

viii. Extensive experience in programming open-source software.

ix. Experience with cloud applications.

x. Experience with cyber security concepts and their application to a real-time data acquisition and processing environment.

xi. Excellent listening, organizational, and interpersonal skills.

Subfactor A-3 Relevancy and recentness of experience to this requirement.

STEP 1: Only subfactor A-1 will be evaluated in Step 1. The other factors and subfactors will be evaluated in Step 2. Offerors shall provide information for the Step 1 factor/subfactor as indicated in instruction GS2150-1 above.

Subfactor A-1 is the principle focus of Step 1. It is the principle focus because the prime contractor has primary responsibility for overall management of the contract's performance and privity with the Government. The experience factor measures an offeror's relevant contract performance and management history. (See instructions Provision GS-2150-1 for meaning of "prime contractor" for purposes of this evaluation).

STEP 2: The other experience subfactors will be evaluated in Step 2. Instructions for Step 2 information submittals will be provided with the solicitation amendment for Step 2 :

A-1 Prime contractor firm information (carries over from Step 1 into Step 2 evaluations)
A.2 - Prime contractor's key personnel recent/relevant experience
A-3 - Other team members' recent/relevant experience and their recent/relevant key personnel experience.

In STEP 2, we will also evaluate the other factors:

(e) Factor B. Technical/Management Approach

B.1 Technical/Management.

i.) Technical approach
ii.) Understanding the requirements
iii.) Approach to the project
iv.) Approach to assuring service quality

B.2 Task Order(s) – The Task Order (TO) evaluations are specific to the work effort called for in Task Orders proposals to be submitted under Step 2. At least 1 TO will be provided for Step 2, but not more than 3. Each TO will be evaluated separately.

(f) Factor C. Past Performance.

i.) Demonstrated ability to provide, without delay, personnel with the experience required by a contract.
ii.) Demonstrated ability to remain within budget and control costs effectively.
iii.) Please provide at least three references from the past five years. If references are older than five years, please explain why. In general, references older than five years will not be considered without sufficient justification.
iv.) Please provide either two samples of open-source scientific code you have developed, or a link to an online repository where these open-source code samples can be found.

(g) Price Factor and Evaluation of Price.

Price will be evaluated based on the firm-fixed hourly rates proposed for each labor category, as well as the total FFP value of Task Order 1.

(End of GS2320 – Evaluation Factors)

52.240-90 – Security Prohibitions and Exclusions Representations and Certifications (Deviation Apr 2026)

(a) *Definitions.* As used in this provision-—

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders*.
(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted

business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.
(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;
(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a

distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

COMMERCIAL CLAUSES

52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.acquisition.gov/far/ and https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52.

The following clauses are incorporated by reference, with fill-ins noted where appropriate:

52.203- 6 – Restrictions on Subcontractor Sales to The Government (Jun 2020) – Alternate I (Nov 2021)

52.203-13 – Contractor Code of Business Ethics and Conduct (Nov 2021)

52.203-17 – Contractor Employee Whistleblower Rights (Nov 2023)

52.203-19 – Prohibition On Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

52.204- 9 – Personal Identity Verification Of Contractor Personnel (Jan 2011)(Deviation Apr 2026)
52.204-13 – System For Award Management – Maintenance (Oct 2018)(Deviation Apr 2026)
52.204-15 – Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016)(Deviation Apr 2026)
52.204-19 – Incorporation By Reference of Representations and Certifications (Dec 2014)
52.209- 6 – Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed For Debarment, Or Voluntarily Excluded (Jan 2025)(Deviation Apr 2026)
52.209- 9 – Updates Of Publicly Available Information Regarding Responsibility Matters (Oct 2018)(Deviation Apr 2026)
52.209-10 – Prohibition On Contracting With Inverted Domestic Corporation (Nov 2015)(Deviation Apr 2026)
52.212- 4 – Terms And Conditions – Commercial Products and Commercial Services (Nov 2023)(Deviation Apr 2026)
52.217- 8 – Option To Extend Services (Nov 1999)
Fill-in: 30 days
52.217- 9 – Option to Extend Term of the Contract (Mar 2000)
Fill-ins: 15 and 30 days, 5 years
52.219- 6 – Notice of Total Small Business Set-Aside (Nov 2020)(Deviation Jan 2026, Update Feb 2026)
52.219- 8 – Utilization of Small Business Concerns (Jan 2025)(Deviation Jan 2026, Update Feb 2026)
52.219- 9 – Small Business Subcontracting Plan (Jan 2025)(Deviation Jan 2026, Update Feb 2026) – Alternate I (Nov 2016) (Deviation Jan 2026, Update Feb 2026)
52.219-14 – Limitations On Subcontracting (Oct 2022)(Deviation Jan 2026, Update Feb 2026)
52.219-16 – Liquidated Subcontracting Plan (Sep 2021)(Deviation Jan 2026, Update Feb 2026)
52.219-27 – Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program. (Feb 2024)(Update Feb 2026)
52.219-28 – Postaward Small Business Program Rerepresentation (Jan 2025)(Deviation Jan 2026, Update Feb 2026)
52.222- 3 – Convict Labor (Jun 2003)(Deviation Apr 2026)
52.222-35 – Equal Opportunity For Veterans (Jun 2020)(Deviation Apr 2026)
52.222-36 – Equal Opportunity For Workers With Disabilities (Jun 2020)(Deviation Apr 2026)
52.222-37 – Employment Reports On Veterans (Jun 2020)(Deviation Apr 2026)
52.222-40 – Notification Of Employee Rights Under The National Labor Relation Act (Dec 2010)(Deviation Apr 2026)
52.222-41 – Service Contract Labor Standards (Aug 2018)(Deviation Apr 2026)
52.222-42 – Statement Of Equivalent Rates For Federal Hires (May 2014)
Applicable Wage Determination Rates: Https://Sam.Gov/Wage-Determinations
52.222-44 – Fair Labor Standards Act And Service Contract Labor Standards-Price Adjustment (May 2014)(Deviation Apr 2026)
52.222-55 – Minimum Wages for Contractor Workers Under EO 14026 (Nov 2020)(Deviation Apr 2026)
52.222-62 – Paid Sick Leave Under Executive Order 13706 (Jan 2022)(Deviation Apr 2026)
52.222-50 – Combating Trafficking In Persons (OCT 2025)(Deviation Apr 2026)
52.222-54 – Employment Eligibility Verification (JAN 2025)(Deviation Apr 2026)
52.222-90 – Addressing DEI Discrimination by Federal Contractors (Deviation Date Pending). Full text can be accessed at: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_222_90.

52.223-23 Sustainable Products And Services (May 2024) (Deviation Sep 2025)
52.224- 3 – Privacy Training (Jan 2017) – Alternate I (Jan 2017)(Deviation Sep 2025)
52.226- 8 – Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)(Deviation Aug 2025)
52.227-14 – Rights In Data –General (May 2014)(Deviation Sep 2025)
52.227-17 – Rights In Data – Special Works (Dec 2007)(Deviation Sep 2025)
52.228-5 – Insurance – Work on A Government Installation (Jan 1997)(Deviation Aug 2025)
52.232-23 – Assignment Of Claims (May 2014)(Deviation Sep 2025)
52.232-33 – Payment By Electronic Funds Transfer-System For Award Management (Oct 2018)(Deviation Sep 2025)
52.232-40 – Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)(Deviation Sep 2025)
52.233- 4 – Applicable Law for Breach of Contract Claim (Oct 2004)(Deviation Aug 2025)
52.237- 2 – Protection Of Government Buildings, Equipment, And Vegetation (Apr 1984)(Deviation Sep 2025)
52.242-13 – Bankruptcy (Jul 1995)(Deviation Sep 2025)
52.242-15 – Stop Work Order (Aug 1989)(Deviation Sep 2025)
52.245-1 – Government Property (Apr 2012)(Deviation Apr 2026)
52.246-25 – Limitation On Liability – Services (Feb 1997)(Deviation Apr 2026)

Contract Clauses – Full Text

52.216-18 – Ordering **Aug 2020 (Deviation Sep 2025)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from <DATE OF AWARD> through <five years from the date of award>.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.216-19 – Order Limitations **Oct 1995 (Deviation Sep 2025)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of $1,000,000.00 ;

(2) Any order for a combination of items in excess of $5,000,000.00; or

(3) A series of orders from the same ordering office within thirty (30) days that together call

for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 Indefinite Quantity Oct 1995 (Deviation Apr 2026)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after July 31, 2031.

(End of Clause)

52.240-91 Security Prohibitions and Exclusions Deviation Apr 2026

(a) *Definitions*. As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

B*ackhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or s*ervices* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.
Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense

Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

(1) *Certain telecommunications and video surveillance equipment, systems, or services.*

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions.*

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition.* The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) Governmentwide exclusion and removal orders.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication,

assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(3) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

52.240-93 Basic Safeguarding of Covered Contractor Information Systems Deviation Apr 2026

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements.*

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding

requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contracting Officer may require, in writing, that the Contractor remove from the task order any employee the Contracting Officer deems incompetent, careless, objectionable, or for nonperformance of work.

SCIENCE INTEGRITY STATEMENT

Scientific integrity is vital to Department of the Interior (DOI) activities under which scientific research, data, summaries, synthesis, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage DOI's reputation and ability to uphold the public's trust. All work performed must comply with the DOI Scientific Integrity Policy posted to http://www.doi.gov or its equivalent as provided by their organization or State law.

Local Clauses – Full Text

GS0199 Prevention of Malicious Code Jun 2018

(a) Definitions
Malicious code is a computer code developed for the purpose of causing some form of intentional damage to computer systems or networks. Malicious code may be a complete program or code imbedded in software programs that appear to provide useful functions. The term includes computer viruses and other destructive programs, such as "Trojan Horses" and network "worms."

(b) The contractor must have in place an anti-virus procedure to ensure that media supplied is uncontaminated by malicious code.

(c) The contractor is required to scan all delivered software to insure it is free of malicious code prior to its installation or operation on USGS-owned computers or contractor-owned computers connected to USGS computer systems or networks. Contractors using diagnostics software disks or connecting to a non-USGS computer while performing repairs or upgrades to a USGS computer will scan the serviced computer's drive(s) to insure they are free of malicious code upon completion of the service call, or prior to return of serviced equipment, if servicing is performed off-site.

GS0231 Technical Liaison-Technical Clarification Dec 2024

(a) The performance required herein shall be subject to the technical clarification of the Technical Liaison (TL) as identified below. As used herein, "technical clarification" is defined as communication to help the contractor fully understand the requirements.

(b) The Technical Liaison is not delegated any Contracting Officer's Representative responsibilities.

(c) The Technical Liaison may not modify the requirements in any way. All modifications must be authorized by the Contracting Officer.

(d) The contractor shall immediately notify the Contracting Officer, in writing, if they believe the Technical Liaison is directing work outside the requirements of this contract. The contractor may not be reimbursed for any work outside the requirements of this contract.

(e) The Technical Liaison assigned for this contract is: [xxx]
Telephone: [xxx]
Email: [xxx]
U.S. Geological Survey
Address and Mail Stop: [xxx]

(f) Only the Contracting Officer may designate a new Technical Liaison.

GS0919 Legal Holidays Jun 2021

The following legal holidays are observed by this Government agency:

New Year's Day	January 01
Martin Luther King's Birthday	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth National Independence Day	June 19
Independence Day	July 04
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

When a holiday falls on Saturday or Sunday, it is observed on the adjacent Friday or Monday, respectively.

In addition to the holidays listed above, the contractor agrees to observe leave days or closures designated by Federal Statute, Executive Order, or Presidential Proclamation.

GS0925 Unscheduled Closures – Fixed Price Mar 2003

(a) The USGS facility where contractor employees are working may occasionally be closed temporarily and federal employees dismissed, such as for inclement weather, early holiday closings, power outages, or other emergencies. In these cases, the Contracting Officer or COR will advise the contractor whether any of the contractor's activities on Government facilities are considered critical and require continued

performance. In most cases, the Contractor will be required to dismiss employees at Government facilities who are performing noncritical tasks after federal employees are dismissed.

(b) If the unscheduled closure causes an increase in the cost of contract performance or if any contract term or condition is affected by the closure, the Contractor may request an adjustment pursuant to Clause FAR 52.242-17 Government Delay of Work.

(c) Contractor performance at locations that are not affected by the unscheduled closure will not be subject to this clause.

GS1101 Contract Administration Office Jul 2001

(a) This contract will be administered by:

Department of the Interior
Office of Acquisition and Property Management
U.S. Geological Survey Acquisition Team
Attn: Charlan Fejarang, Contracting Officer
Email: charlan_fejarang@ios.doi.gov
Ph: 916-278-9329

(b) Written communications to the Administrative Contracting Officer shall make reference to the contract number and shall be mailed to the above address.

GS1131 Unilateral Deobligation of Unexpended Funds May 2013

The contractor shall submit all invoices under the award no later than 90 calendar days after the period of performance has expired, unless a request for extension has been submitted to the Contracting Officer. After 120 days has passed since the expiration of the performance period, the government reserves the right to issue a unilateral modification deobligating any unexpended funds, and to initiate closeout procedures.

GS1330 Key Personnel Jul 2001

(a) The Contractor shall assign to this contract the following key personnel to the identified positions/functions:

Position/Function	Name
1. Company Rep (Project/Contract Manger)	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

(Offeror to fill in names of proposed key personnel, as presented in their proposal. List may be expanded as applicable).

(b) During the first 90 days of performance, the Contractor shall make no substitutions of key personnel

unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes must possess qualifications comparable to the original key person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

GS1366 Nondiscrimination Notice to U.S. Department of the Interior Contractors, Subcontractors, and Lessors Jan 2000

Based upon law, Executive Order, or internal policy, the Department of the Interior prohibits discrimination in the workplace, including sexual harassment, based on race, color, national origin, sex, religion, disability, age, or sexual orientation. The Department urges its contractors, subcontractors, and lessors to develop and enforce comprehensive anti-discrimination policies for their places of work.

GS1406 Confidentiality of Data Oct 2005

(a) The work under this contract requires access to proprietary, business confidential, or financial data of other companies and/or USGS internal scientific, planning or procurement sensitive/source selection data, which, if released to third parties may give unfair business, technical, or competitive advantages. As long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies or for any purpose other than performance of this contract.

(b) This data may be in various forms, such as documents, raw photographic films, magnetic or digital media, photographic prints, computer system data, or it may be interpretative results derived from analysis, investigative, or study effort. Regardless of the form of this data, the contractor agrees that neither it nor any of its employees will disclose to third parties any such data, or derivatives thereof, except as may be required in the performance of this contract. Further, the contractor will not copy any of this data, or derivatives thereof, other than as necessary for the performance of this contract.

(c) The contractor will establish policies and procedures to implement the substance of this clause at the individual employee level which will assure that affected employees are made aware of the contract provision and the contractor's implementing policies and procedures. Particular attention will be given to keeping employees advised of statutes and regulations applicable to the handling of third party confidential or financial data.

(d) This clause does not preclude the contractor and/or its employees from independently acquiring and using data from legitimate sources outside of this contract, or from performing and using independent analysis of data so acquired, provided that the contractor and/or its employees fully document the source of such data, and the independence of any such analysis.

(e) The Contractor shall immediately notify, in writing, the Contracting Officer in the event that the

Contractor determines or has reason to suspect a breach of this requirement.

(f) The contractor will insert the substance of this clause in each subcontract hereunder (other than for purchase of supplies or equipment) unless the Contracting Officer has waived this requirement, in writing, as to particular subcontracts or classes of subcontracts.

(g) Any unauthorized disclosure of information may result in termination of this contract for cause.

GS1420 Use Of Government Computers Sep 2018

(a) USGS rules regarding security of information technology systems apply to all personnel with access to Government IT equipment or data or to non-Government computer equipment (e.g. company or personal laptops) connected to USGS systems, networks or internet services. The rules are contained in the following directives:

(1) Survey Manual 600.5, Information Technology Systems Security - General Requirements
(2) USGS Computer And Network Security Handbook (available internally only)

(b) In performance of the contract, it is the responsibility of the contractor to ensure that all of their personnel with USGS computer system access follow and adhere to the USGS computer and information systems security policies, standard, and procedures and abide by the USGS Rules of Behavior, as described in the USGS Computer And Network Security Handbook.

(c) The contractor and its employees and subcontractors shall not install any personal or company-owned software or applications on Government-owned equipment without the express permission of the COR. Use of unnecessary user applications (e.g., personal use of external instant messaging, desktop search engine, peer-to-peer file sharing services), and services that are not needed or duplicate the Government-provided equivalents (e.g., alternate e-mail services) is prohibited. Contractors will cooperate in any software management assessments and software user surveys.

(d) If employees of the contractor or any of its subcontractors are given user accounts in USGS email systems, the Contractor will ensure that they are correctly identified in the email system as contractors and have included the name of their company in the directory and in an automatic signature line, so that any email correspondence is readily recognized as coming from a contractor rather than a USGS employee.

GS1430 Ordering Authority and Procedures Jul 2001

(a) Orders under this contract may be issued by warranted contracting officers of the following activity:

Department of the Interior
Office of Acquisition and Property Management
United States Geological Survey (USGS) – Acquisition Team
Sacramento, CA 95819

(b) All orders will be placed in writing using USGS Optional Form 347 or an electronic equivalent if issued through an electronic commerce system. As a minimum, each order will contain the following information: 1) contract and order numbers, 2) date of order, 3) contract line item numbers, descriptions, contract unit prices and amounts (or ceiling price, as applicable), 4) delivery or performance date, 5) place of delivery or performance, 6) accounting and appropriation data, and 7) signature of an authorized

ordering official.

GS1431 Contract Maximum Jul 2001

The total amount of all orders placed under this contract shall not exceed $15,000,000.00.

GS1432 Contract Guaranteed Minimum Jul 2001

(a) During the effective contract period, the Government shall order at least the stated minimum quantity for each individual line item in Section B. If no minimum quantities are stated, the Government shall order quantities totaling a minimum of (Task Order 1 value).

(b) Unless specifically identified in Section B as minimums, the quantities shown are estimates only, and are not purchased hereby. In the event the Government's needs for items under this contract do not result in orders in the amounts or quantities described as ""estimated"" in Section B, such event shall not constitute the basis for an equitable price adjustment under this contract.

(c) If the Government fails to place orders for the minimums computed under paragraph (a), above, the contractor will not be entitled to payment of the contract price for the unordered quantities, but will be entitled to damages suffered as a result of the Government's failure to order the minimum quantity. If the Government notifies the contractor, prior to expiration of the contract ordering period, that the contract minimum will not be required, such action will constitute a Termination for Convenience of the Government, and the Contractor will be entitled to recover under the Termination for Convenience clause of the contract.

(d) If the Government fails to order the contract minimum during the stated contract period, any options to extend the contract for additional periods are rendered void."

GS1440 Wage Determination Applicable Jul 2001

In the performance of this contract, the contractor shall comply with the requirements of the applicable U.S. Department of Labor Wage Determination(s) at https://sam.gov/wage-determinations.

1452.201-70 Authorities and Delegations Sept 2011

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

(2) Waive or agree to modification of the delivery schedule;

(3) Make any final decision on any contract matter subject to the Disputes Clause;

(4) Terminate, for any reason, the Contractor's right to proceed;

(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

1452.228-70 Liability Insurance Jul 1996

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

$ 500,000 each person

$ 500,000 each occurrence

$ 100,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the

Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

Security Requirements: Facility Access and Information Technology Aug 2016

(a) All Contractor employees must have an "Enter on Duty" (EOD) approval issued by the Bureau Personnel Security Office (PSO) before they begin performing work on any Bureau contract. The Contractor must ensure that all employees requesting an EOD are citizens of the United States of America, or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by Immigration and Naturalization Service documentation and the employee must have resided in the United States for a minimum of 3 years. The EOD may be issued in advance of a completed Background Investigation and may be rescinded by the PSO at any time. However, all contractors who require network access are required to complete the identity proofing process, and must be able to obtain a successfully adjudicated National Criminal History Check (NCHC) and National Agency Check with Inquiries (NACI) or higher to stay on the contract.

(b) Starting Work - Contractor employees with an approved EOD may begin performing unsupervised work on Bureau contracts. To remain on the contract, the Contractor employees will need a completed favorable Background Investigation.

(c) Rescission of EOD - The PSO may rescind the EOD at any time. This may occur as the result of additional information obtained or the final results of the background investigation.

(d) Background Investigation - Contractor employees who will have unsupervised access to Bureau facilities, access to the Department of the Interior (DOI) information technology (IT) systems or DOI data, or will develop custom applications, must have a favorably adjudicated background investigation from the Office of Personnel Management (OPM). Existing clearances at the same or higher level are acceptable upon the PSO's review and approval. If the employee does not already have a complete investigation, they must apply for one. The employee may begin work with an EOD, but must receive a favorable background investigation to continue working on the contract. The background investigation includes obtaining fingerprints through a USAccess Credentialing Center for an FBI criminal history and a credit report. Once the investigation has been scheduled by OPM, the Bureau will receive advance reports. If those reports are favorable, the Bureau PSO will issue the EOD. The type of background investigation required is based on the risk/sensitivity level designation. Citizenship requirements and guidance for determining the appropriate type of background investigation required for the designated risk/sensitivity level are contained in DOI Departmental Manual (DM) Part 441. The DM is available on the Internet at http://elips.doi.gov/app_home/index.cfm?fuseaction=home.

(e) Electronic Questionnaire for Investigations Processing (e-QIP)'s The Bureau uses the e-QIP for all background investigations or reinvestigations. To initiate an investigation, the Contractor, in collaboration with the COR, will complete an e-QIP Request Form. This request form is available through the COR. The COR will submit the completed request form to the Bureau PSO. The PSO will enter the information into e-QIP to either establish a new applicant profile or determine if an existing investigation that meets Bureau requirements is on file. The PSO will then contact the applicant to provide additional information and instructions. Generally, the Contractor is required to complete the following forms:

e-QIP application (on-line)

Fair Credit Release

OF-306

Fingerprints via USAccess Credentialing Centers

The Contractor shall complete the required background investigation forms and submit them to the PSO. The PSO shall determine if individuals meet the required background investigation standards and citizenship requirements, and then make a suitability determination. Minimum standards used in suitability determinations are contained in the DOI Departmental Manual Part 441. The Government will pay for any background investigations required for contractor employees. If the Contractor employee's background investigation is returned as unfavorable, the Government reserves the right to request reimbursement of the actual costs for the investigation from the Contractor.

(f) Reinvestigation - Contractor employees occupying high risk public trust positions must be reinvestigated every 5 years. A reinvestigation may be initiated prior to the normal periodic reinvestigation schedule when an individual's continued ability to meet the minimum background investigation standards is in question. The electronic fingerprints on file in the USAccess system will be electronically submitted to OPM for the reinvestigation. The PSO shall review the records and documentation and make the suitability determination.

(g) Disputes - In the event of a disagreement between the Contractor and the Government concerning the suitability of a particular employee to perform work under this contract, the Government has the right of final determination. Determinations under this requirement are subject to the Disputes Clause, FAR 52.233-1. Failure of the Contractor to comply with the requirements of this clause could constitute grounds for termination for default.

(h) Physical Security Requirements - DOI Access Cards.

(1) Contractor employees must have a DOI Access Card before being given unsupervised access to a Government facility.

(2) To gain unsupervised access to Government facilities, Contractor employees must present their DOI Access Card for examination by the security guard or electronically authenticate their DOI Access Card, as required. Contractor employees must keep their DOI Access Card in a shielded card holder, and visually display the card at all times while in the facility. Refusal or repeated neglect to display the DOI Access Card may result in limiting Contractor employee's access to Government facilities or revoking of authorized access.

(3) When a Contractor employee is no longer working under this award, the Contractor is responsible for returning all DOI Access Cards, keys, and other Government property issued to that employee. The Contactor shall coordinate all returns with the COR. The COR is responsible for ensuring the Contractor complies with these requirements. However, failure by the Contractor to comply with these requirements may result in the Contractor's liability for all costs associated with correcting any resultant breech in building security.

(i) Issuance & Maintenance - DOI Access Cards

(1) Process: To obtain a DOI Access Card the COR will use the online DOIAccess System to initiate the access request. Contractor employees will receive email notifications to enroll at a USAccess Credentialing Center with two forms of identification, and after adjudication, a second email notification to pick up and activate their DOI Access Card. The Contractor employee shall schedule an enrollment appointment at a USAccess center at least two weeks prior to the targeted

EOD.

(2) Contractor Responsibilities: Contractor employees must complete actions in a timely manner to prepare for on-boarding and access to DOI network resources. The Contractor shall allow their personnel sufficient time to schedule and attend an enrollment appointment at the USAccess center prior to the contract start date. If the Contractor employee's DOI Access Card becomes lost or stolen, the contractor employee shall notify the COR immediately to request a new DOI Access Card.

(3) COR Responsibilities: The COR (or designated individual) and Contractor shall maintain a listing of all Contractor employees who received a DOI Access Card, the date the card was issued, the date the electronic certificates expire (3 years from issue date), and the date the DOI Access Card expires (5 years from issue date). If the Contractor employee's DOI Access Card or certificates will expire before the contract is completed, the COR (or designated individual) and Contractor is responsible for ensuring that the Contractor employee visits a USAccess center to update certificates on the existing card or obtain a new DOI Access Card. No later than one week prior to the DOI Access Card's certificate or card expiration, the COR (or designated individual) shall notify the Contractor that DOI Access Card actions are required. The COR (or designated individual) and the Contractor shall update their listing to reflect the new issue date, certificate expiration date and card expiration date.

(j) Information Technology Security Requirements.

(1) Training - If contractor employees require access to any DOI/IT systems, the Contractor shall ensure its employees complete all Bureau/DOI required IT security training. The Contractor's employees shall complete this training before being granted access to Bureau/DOI data or being issued network access. The current training requirements are: (i) annual end-user IT Security Awareness, (ii) annual IT Resources Rules of Behavior, and (iii) annual Role-Based Security training for IT professionals. The Contractor shall comply with all Bureau/DOI IT security training requirements in effect during contract performance. The COR will notify the Contractor of all Bureau mandatory IT training. The Contractor shall submit training completion certificates to the COR for all required training. Failure to meet this training requirement may result in removal of the contractor employee from the contract. The Bureau will determine if the contractor can later return to the contract.

(2) Access to Contractor's Facilities for IT audit purposes - The Contractor shall afford Bureau and the Department of the Interior Office of Inspector General access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit that will safeguard against threats and hazards to the integrity, availability, and confidentiality of Government data or to the function of computer systems operated on behalf of the Government and to preserve evidence of computer crime. If the Contractor questions the Government employee's right to access its facilities, it should contact the CO for resolution.

(3) Contractor Location - Custom software development and outsourced operations shall be located in the United States to the maximum extent practical. If such services are proposed to be performed abroad, the Contractor shall provide an acceptable security plan that addresses the mitigation of problems related to communication, control, and protecting the confidentiality, integrity, and availability of IT systems and information.

(4) Applicable Standards - The Contractor shall follow all applicable Federal, DOI, and Bureau

Bulletins, Directives, Guidelines, Manuals, Processing Standards, Memoranda, Policies and Standards; applicable OMB Memoranda; and all current National Institute of Standards & Technology (NIST) Special Publications. To comply with Federal Acquisition Regulation Subpart 39.101(d), contractors shall use the common security configurations available from the NIST website at http://checklists.nist.gov. NIST documents are available on the internet at http://csrc.nist.gov/publications/PubsSPs.html. OMB memoranda are available on the internet at http://www.whitehouse.gov/omb/memoranda/. The Contractor shall request copies of DOI and Bureau documents by contacting the COR.

(5) Incident Reporting - The Contractor shall immediately report computer security incidents affecting Bureau/DOI data and systems in accordance with the Bureau Computer Incident Response policy. The Contractor shall request copies of the Bureau Computer Incident Response policy by contacting the COR.

(6) Assessment and Authorization (A&A) and Continuous Monitoring. - The Contractor shall comply with Bureau policy when developing, upgrading, modifying or supporting applications and/or systems that require A&A and Continuous Monitoring. The Contractor shall request copies of Bureau A&A policy by contacting the COR. The A&A requirement does not apply when the Contractor's employees merely access data or have "read only" access.

(k) Documentation - The Contractor shall document all work performed and ensure that the appropriate Certification & Accreditation documents are updated to reflect the work performed and the current state of Bureau systems and networks. The Documentation requirement does not apply when the Contractor's employees merely access data or have "read only" access.

(l) Personnel Changes, Contractor Request - The Contractor shall immediately notify the COR and PSO when an employee is reassigned or leaves the Contractor's employment and prior to any termination. The Contractor must adhere to the Bureau or Office's mandatory exit clearance procedure. Once the COR has been notified that a Contractor employee is leaving the contract, the COR will initiate the exit clearance process in the DOIAccess System and forward to the Contractor the necessary instructions and form required to be completed prior to the contractor's employee's departure. This form must be completed by the Contractor's employee and signed by both the Contractor's employee and the COR and then forwarded to the bureau/office specific program responsible for employee, volunteer, and contractor departures.

(m) Personnel Removal, Government Request - The Government retains the right to direct the Contractor to remove any prime or subcontractor personnel, regardless of prior clearance or background investigation adjudication status, whose actions, while assigned to this contract, clearly conflict with the security interests of the Government. The justification for the Government's direction to remove Contractor personnel will be documented and provided to the Contractor by the CO.

(n) Subcontract Inclusion - The requirements of this clause must be incorporated into any subcontract if the subcontractor's employee must have access to Bureau facilities.

NOTICE TO CONTRACTORS:

Contractor Performance Assessment Reporting System **Dec 2015**

1) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

2) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in CPARS for Government use in evaluating past performance as part of a source selection action.

3) We request that you furnish the Contracting Officer (CO) with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award.** Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official (AO). Information in the report must be protected as source selection sensitive information not releasable to the public.

4) When your Contractor Representative(s) are registered in CPARS, they will receive an automatically generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at https://www.cpars.gov/.

5) Within 60 days after the end of a performance period, the AO will complete an interim or final past performance evaluation, and the report will be accessible at https://www.cpars.gov/.

a) Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

b) Your comments should focus on objective facts in the AO's narrative and should provide your views on the causes and ramifications of the assessed performance.

c) All information provided should be reviewed for accuracy prior to submission.

d) If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in the space provided, and then selecting “Accept the Ratings and Close the Evaluation”.

e) Your response is due within 60 calendar days after receipt of the CPAR. On day 15, the evaluation will become available in CPARS marked as “Pending” with or without comments and whether or not it has been closed.

f) If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment."

6) The following guidelines apply concerning your use of the past performance evaluation:

a) Protect the evaluation as source selection information. After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the CO for instructions.

b) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

c) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

7) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the CO no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

8) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

Electronic Invoicing And Payment Requirements - Invoice Processing Platform (IPP) Feb 2021

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice

Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice [Contracting Officer to edit and include the documentation required under this contract]:

Invoice Only

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.