INSTRUCTION TO VENDORS

A discounted firm-fixed-priced quotation and technical quotation package for Fume Hood Replacement Sashes, (per requirements below). Quotes shall be submitted by 1:00 PM EST – Thursday, August 6, 2026, via email to the Contracting Officer, Brian Baker, at brian_baker@ios.doi.gov. Faxed or mailed quotations will not be accepted. Vendor shall supply the USGS with a thorough quotation package demonstrating how they meet all requirements within the evaluation criteria. Quotation package shall be thorough enough to allow the USGS to perform a proper evaluation.

The following additional information must be supplied along with your quotation. Failure to submit this information may deem your quotation non-responsive and your quotation may not be considered.

1) Submit all quotation package documents in ONE (1) PDF document which will be reviewed by the Contract Specialist and USGS Technical Liaison.
   a. All information must be in the bid package. Info in the body of your email will not be reviewed.
   b. The quotation package must reflect all of the requirements as indicated in the Request For Quote (RFQ).
2) SAM UEI.
3) Country of Manufacture
4) Signed SF-18 and first page of all Amendments

The award resulting from this Request for Quote (RFQ) will be based on lowest price technically acceptable (LPTA).

All questions regarding this RFQ shall be sent to the Contract Specialist via email no later than 1:00 PM EST – Thursday, July 30, 2026. Vendors are urged to select one (1) representative from their firm to present all questions. Phone calls and late questions will not be accepted.

Solicitation Timeline

Site Visit Date/Time/Address: 10:00 AM EST - Tuesday, July 28, 2026
Visitor's Entrance
12201 Sunrise Valley Drive
Reston, VA 20192
(Fairfax County)

Question Submission Deadline: 1:00 PM EST – Thursday, July 30, 2026
Bid Submission Deadline: 1:00 PM EST – Thursday, August 6, 2026

Submit ALL quotation package documents as ONE (1) PDF file.

(End Instructions to Vendors)

PROJECT IDENTIFICATION

Project Title:	Fume Hood Sash Replacement
Building:	J.W. Powell Federal Building
Building ID #:	GSA Building ID #VA1468
Building Location	12201 Sunrise Valley Drive, Reston, VA 20192
Project Number	7672777- Fume Hood Sash Replacement

1.1 PROJECT INFORMATION

To be considered successful, the Contractor shall

- Deliver the project on time and within budget
- Ensure a safe work environment and complete the project without any injuries to Contractor or Government Personnel
- Complete the project with minimal impact to Agency mission
- Provide timely reports and communication
- Establish and maintain positive relations with the laboratory users

1.2 ROLES AND RESPONSIBILITIES

Contracting Officer's Representative (COR): The USGS COR will monitor contract/project progress and is responsible for the general administration and technical coordination of this project. The COR is the Government's point of contact for pre/post award information exchange, design submission reviews, construction inspection/tests, and all administrative duties associated therewith.

Contractor: The Contractor is solely responsible for the work (including all labor, equipment, materials, inspections, planning, supervision and contract coordination) to meet requirements of the SOW. The Contractor shall raise concerns or questions directly to the COR prior to discussion with the agency or customer.

Customer initiated changes: Following project award, the Contractor shall bring to the attention of the COR, any directly requested customer changes to clarify any concerns or qualifications of the SOW.

Contractor Initiated Changes: Following award, Contractor initiated changes from this scope of work are subject to USGS approval. All Contractor initiated changes shall be separately documented. The Contractor shall provide all information necessary to satisfy USGS as to need, benefit, or comparability of all changes for USGS approval.

1.3 PROPOSAL SUBMISSION REQUIREMENTS

It is recommended that the Contractor meets with the COR to walk the project prior to providing a proposal/quote. It is the contractor's responsibility to field verify site conditions.

2. SCOPE OF WORK (SOW)

2.1 DESCRIPTION OF WORK

- This is a brand-new project; no incumbent/recompete.
- Only fume hood sashes are being replaced; this is not a full fume hood replacement.

The U.S. Geological Survey (USGS) Headquarters has a requirement for the performance of services to replace existing fume hood sashes with acid resistant polycarbonate sashes.

These researchers use chemicals in the fume hoods that react with the glass sashes

resulting in an etching of the glass. This etching makes the glass difficult to see through. The polycarbonate sashes material does not fog or etch when exposed to fumes from the chemicals being used.

The researchers are using the following chemicals in the fume hoods:

Hydrogen Fluoride (Hydrofluoric Acid)
Hydrogen Nitrate (Nitric Acid)
Hydrogen Chloride (Hydrochloric acid)

The Contractor shall be responsible for identifying all safety hazards associated with the above chemicals and taking the proper precautions for mitigating or eliminating the risks.

The Contractor shall be responsible for identifying and avoiding any utility services that may impact the successful completion of this project. Any system the Contractor deems necessary to relocate or disconnect, not described in this SOW, shall only be disconnected or relocated after approval from the COR.

2.2 SCOPE OF WORK

- Fume hood envelope size: LWH-102” x 31.5” x 72”.
- Liner material: acid-resistant (exact type unknown).
- Opening type: By-pass.
- Light switch: Yes; Blower switch: No.
- Alarm required: Yes.
- Cabinets: Acid.
- Work surface: Epoxy resin.
- Non-OEM sashes acceptable; must be compatible.

Furnish all labor, materials, supervision and equipment required for the removal and replacement fume hood sashes for 6 fume hoods located in four active research laboratories

Laboratory Room Number	Number of Fume Hoods	Brand	ID#
3D327	2	SAFEAIRE	H3D327A
3C230	1	SAFEAIRE SAFEAIRE	H3D327B H3C230A
3C239	1	SAFEAIRE	H3C239A
4B220 5B315	1 1	FISHER HAMILTON FISHER HAMILTON	H4B220A H5B315A

All work is to be performed in accordance with this statement of work and shall be consistent with industry standard best practices unless otherwise noted. Work shall be performed and completed at a time and date coordinated with building activities to minimize impact on research and facility operations. Perform area clean-up, secure work areas and inform appropriate buildings personnel of work completion.

2.2.1 Schedule

The Contractor shall provide USGS with a detailed work schedule within 14 calendar days of the contract award. The schedule shall contain the start date, finish date, working hours, activities and durations. All durations shall be shown in calendar days. The construction start must be scheduled within a maximum of 28 calendar days from contract award.

This project requires USGS researchers to stop work in the fume hoods. Therefore, the project schedule is critical. All work in the labs must be scheduled and approved in advance. The Contractor shall be responsible for following this schedule. Any changes to the schedule must be submitted to the COR for approval.

2.2.2 Safety

- Installers must use OSHA-compliant PPE including chemical-resistant gloves, splash goggles/face shield, acid-resistant clothing, and safety-toe footwear (29 CFR 1910.132–138).
- Acid-contaminated fume hood parts classified as corrosive hazardous waste (D002) must be packaged and disposed through a licensed hazardous-waste vendor.

The Contractor shall submit a Safety Plan to USGS. The Contractor shall develop, provide, and maintain a Safety Plan based upon OSHA Safety Plan Requirements and the requirements of 01546 Safety and Health Specifications. The Safety Plan shall be prepared and submitted within 14 calendar days of NTP. Construction shall not begin until the Safety Plan is approved.

In addition to the above, the safety plan shall address:

- Injury reporting
- Contractor's safety and health plan
- Hazardous materials expected to be encountered
- Protecting government personnel and equipment during project
- Response to if Contractor encounters hazardous material
- Handling of fume hood sashes during demolition
- Disposal of hazardous materials

Surface wipes, air monitoring, or other testing required to ensure work is performed safely

No work can begin until the Safety Plan is signed by the COR. The USGS will have 7 calendar days to review and approve the Plan.

2.2.3 Installation

- Installation parts must be received and unloaded by the contractor.
- Removed sashes cannot be stored in laboratories overnight.

USGS staff will remove all chemicals from the fume hoods a minimum of 24-hours before the scheduled start of the installation process. The COR will be present at the start of the installation to verify that all chemicals have been removed.

The Contractor is responsible for removing any chemical residue from the fume hoods and sashes prior to starting work, if required. The contractor shall remove the sashes from the fume hoods. Upon removal the fume hood sashes will be placed by the Contractor where they will not interfere with ongoing work by USGS or present a safety hazard. The sashes may not be stored in the laboratories overnight.

The Contractor shall install the new polycarbonate sashes. After installation, the contractor shall test the manual and automatic operation of the fume hood sashes. The contractor is responsible for proper disposal of the sashes that were removed. The contractor shall ensure that the fume hoods and laboratory are returned to the condition found prior to beginning the project. All equipment, material, supplies, and debris related to the project must be removed from each laboratory after the fume hoods in those laboratories are finished.

2.2.4 Certification

All fume hoods covered under this contract were certified in November 2025 to confirm they are maintaining 100 fpm face velocity. Prior to final acceptance testing, USGS and the operations and maintenance contractor will test the hoods to insure they are still maintaining 100 fpm.

The Contractor shall make any repairs needed if the work performed prevents the fume hoods from achieving 100 fpm. The Contractor will be invited to witness the tests.

2.2.5 Acceptance Testing

The Contractor shall schedule final testing of the fume hood operation with COR. A laboratory user shall be present at each test. The fume hood sash operations shall include manually raising and lowering the sash. The fume hoods are equipped with automatic sash closers. Testing the automatic operation of the sash closer shall be part of the final acceptance testing.

The Contractor shall submit a statement that all fume hood sash operations have been returned to normal at the end of the project. The COR will sign the statement as part of the final project acceptance.

3. MATERIAL ORDER/DELIVERY

- Pallet jack and loading dock available; forklift available only outside.
- Freight elevator dimensions: 9.5 ft x 13 ft x 7 ft.
- Install rooms located on 3rd, 4th, and 5th floors.
- No tight corners or doorways limiting access.

Ensure appropriate materials for the completion of this project are received and staged on-site prior to commencing any work if needed. The USGS COR shall provide the contractor with an area within the building for storage of tools, equipment, materials and supplies. The

USGS COR shall inspect and approve all building materials and all replacement materials prior to the start of work.

The Contractor shall receive deliveries of materials and equipment at Loading Dock A, Located at the rear of the J.W. Powell Federal Building. Loading Dock A is open from 7:00 am to 3:00 pm Monday through Friday for receipt of deliveries. The Contractor shall be responsible for scheduling and tracking the deliveries of all contractor-furnished materials for the project. The Contractor shall be responsible for personally receiving deliveries on site. The Contractor shall remove delivered materials from the Loading Dock as expeditiously as possible. The Contractor shall be responsible for transporting materials from Loading Dock to the job site. Government personnel and equipment will not be available for use by the Contractor.

3.1 PROCEDURES

The entire scope of work must be followed by the Contractor. Every item must be adhered to, including notifications of job award, discussion of the project prior to starting, job schedule information, etc. This scope of work does not permit product substitutions unless the Contracting Officer has granted written permission. Upon award, the contractor must fully read, understand, and provide this document to each member of the team that will be working on this project. Each team member and technician on the job site must fully understand these expectations. Failure to correctly complete any of these items may result in extra costs for the Contractor.

4. PROJECT DELIVERABLES

4.1 PROJECT DELIVERABLES

Project deliverables consist of:

Deliverable	Due	
NTP to Substantial Completion	110	calendar days after Contract NTP
Schedule	14	calendar days after Contract NTP
Safety Plan	14	calendar days after Contract NTP
Shop Drawing/Cut Sheets	14	calendar days after Contract NTP
As-built Drawing and Warranties	110	calendar days after Contract NTP
Fume Hood Sash Operations Statement	120	calendar days after Contract NTP

4.2 SUBMISSIONS

The Contractor will discuss, with the COR, the concept of the building equipment within the scope of work before beginning any work. Prior to beginning the work, the Contractor shall provide necessary shop drawings, submittals, product cut-sheets, and the project schedule for the successful completion of the project. All information shall be updated as necessary and the submission must have an approval signature of the COR before ordering and installation.

4.3 INSPECTIONS

The Contractor shall notify the COR in writing that work is complete. Upon notification, the COR will schedule an inspection to determine if work performed satisfies the contract requirements. The Contractor may be present at the site during the final inspection by the COR.

If necessary, the COR will develop a deficiencies list that itemizes areas of the project that do not meet contract requirements. The items identified shall be corrected by the Contractor on a schedule agreed upon by the COR. Final acceptance of the work will not happen until all deficiencies have been corrected.

5. PERIOD OF PERFORMANCE

5.1 PERIOD OF PERFORMANCE

This Task Order is to be completed within 120 days after receipt of Award.

5.2 HOURS OF WORK

All work to be performed during the normal building hours of 6:00 am - 6:00 pm, M-F. Any work creating significant noise and or disruption to building activities shall not be completed during normal building hours. Additionally, all work shall be specifically coordinated through the Building Manager.

6. STANDARDS, CODES, AND REGULATIONS

6.1 STANDARDS

All work activities shall be performed in a manner consistent with the guidance as set forth by OSHA, and NFPA 70, NFPA 70E for electrical safety of personnel and equipment. Work areas shall be established consistent with the standards for work on or around energized equipment and all appropriate electrical safety considerations shall be taken.

USGS REQUIREMENTS, CODES & REGULATIONS

This project shall comply with all the latest editions of all applicable codes.

- 2021 PBS P100, with 2022 Addendum Facilities Standards for the Public Buildings Service, including all applicable Standards, Criteria and Guides listed therein
- PBS P-120, Public Buildings Service Cost and Schedule Management Policy Requirements, November 7, 2022
- Architectural Barriers Act Accessibility Standard (ABAAS)
- PBS Order 3490.3 CHGE 1, “Security for Sensitive Building Information Related to Federal Buildings, Grounds, or Property”, March 22, 2021
- PBS CAD Standards, March 10, 2021

- IAQ Guidelines for Occupied Buildings under Construction by SMACNA
- Occupational Safety and Health regulations for construction and general industry; 29 CFR Parts 1926 and 1910
- Section 01546 – Safety and Health Specification (see attachments)
- International Code Council Codes (ICC)
- National Fire Protection Association (NFPA) National Fire Codes and Standards
- Egress issues shall meet NFPA 101 Life Safety Code
- Section 889
- PBS Building Commissioning Guide
- Guidance for Electric Metering in Federal Buildings
- National Historic Preservation Act of 1966, as amended, and its implementing regulations (36 CFR 800)
- USGS National Center Building Preservation Plan
- Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR 68)
- ADM 1020.3A: GSA Procedures for Historic Properties
- National Park Service Preservation Tech Notes
- The Guiding Principles for Sustainable Federal Buildings
- GSA Fine Art Collection Policies & Procedures 2017
- GSA Stormwater Management Submission
- 40 CFR 61 National Emission Standards for Hazardous Air Pollutants
- 40 CFR 763 Asbestos
- 49 CFR 107 Hazardous Materials Program Procedures
- 49 CFR 172 Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
- EPA Mold Remediation Guidelines, September 2008

7. SUSTAINABLE PRODUCTS AND SERVICES (IF APPLICABLE)

7.1 GENERAL PRODUCT REQUIREMENTS

All products purchased by the Contractor shall meet strict sustainability requirements including, but not limited to, non-toxic, low VOC, low-embodied carbon, recycled content, energy efficient, and water conserving. Where products labeled FEMP-approved, Energy Star, EPA Safer Choice, EPEAT®-registered, WaterSense, or DesignLights Consortium® (DLC) Premium Certification exist, and are applicable for this project, they must be used.

Products, technologies, and processes that help to reduce greenhouse gas (GHG) emissions or improve grid resiliency should be utilized.

If lighting fixtures will be purchased, they should be approved by the DesignLights Consortium® (DLC) with a DLC Premium Certification—as the first priority—and Energy Star certified if no DLC rating is available. Lighting-inclusive projects shall use efficient light-emitting diode (LED) fixtures and automatic lighting controls (i.e. either occupancy or vacancy sensors—the preference is for vacancy sensors) that are linked to the Building Automation System, if present. When retrofitting an existing lighting fixture with new LED bulbs or tubular LEDs, Section 6.3.2.2 of the P100 must be followed.

If any pumps or motors will be purchased, they shall be NEMA Premium Efficiency rated and controlled by a Variable Frequency Drive (VFD).

If insulation will be replaced or installed, it shall be the maximum feasible insulation on tanks, pipes, fittings, valves, and other associated equipment related to the domestic hot water system in the building.

New chiller equipment, refrigerators, air conditioners, and heat pumps may only use refrigerants listed as “Acceptable” by the U.S. Environmental Protection Agency (EPA)’s Significant New Alternatives Policy (SNAP) Program, even if EPA's "Unacceptable as of" date is in the future.

7.2 BUY CLEAN PRODUCT STANDARDS

USGS must meet federal requirements to incorporate sustainable products. Interior finishes must meet, at a minimum, the baseline environmental requirements specified in the GSA P100 facilities standards, Chapter 3, Architecture and Interior Design or the standards listed in the Green Procurement Compilation (https://sftool.gov/greenprocurement) for finishes and construction materials not listed in the P100. The Contractor shall specify the brand name and product that shall be used to meet each applicable standard and provide the required data submittals to the COR/PM prior to the start of construction. The COR/PM will verify that the products submitted are compliant with environmental performance standards.

In addition, and Environmental Product Declaration (EPD) must be submitted for the following interior finishes:

Acoustical Ceiling Tiles

Broadloom/Carpet Tiles

Masonry Partitions

Metal Stud Partitions

Linoleum

Luxury Vinyl Tile (LVT) and Luxury Vinyl Plank (LVP)

Operable Walls

Rubber Tile

Sheet Vinyl

Vinyl Composition Tile (VCT)

7.3 PROOF OF COMPLIANCE

The Contractor shall, maintain a record of sustainable products purchased using the "Green Product Compilation Compliance Reporting" form attached to this SOW as a guide to demonstrate compliance with product requirements. The Contractor shall provide copies of such documentation to the COR as required, or upon request.

8. MATERIALS AND WORKMANSHIP

8.1 MATERIALS

- Sashes do not need to come from the original manufacturer of the fume hood.

The Contractor shall supply materials consistent with, or exceeding, the quality of existing building components, and the materials shall be of commercial or industrial grade. Refurbished equipment meeting these standards is specifically allowed if a comparable and complete equipment and installation warranty accompanies the materials. All materials shall be verified to be of appropriate quality and condition prior to installation.

8.2 PREMISE PROTECTION

Appropriate actions shall be taken to ensure adequate protection to existing equipment and finishes. The Contractor shall always protect adjacent areas during the work. Any damage caused because of the Contractor's activities shall be repaired at no additional cost to the Government and shall in no way adversely affect required schedules and guarantees.

8.3 WORKMANSHIP

Workmanship shall conform to the best practices of the trade and to be in accordance with all Federal, State and local codes.

9. SPECIAL AND SPECIFIC REQUIREMENTS

9.1. USE OF BUILDING FACILITIES

The Contractor may use utilities, services and toilet facilities of the buildings, subject to the approval of the Building Manager. The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The Contractor shall require his

employees to comply with the instructions pertaining to conduct and building regulations issued by duly appointed officials.

9.2. FIRE HAZARDS

The Contractor shall take every precaution to prevent fires during the performance of this contract. The Contractor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept always sealed except when in use.

The Contractor must always provide and have available, portable fire extinguishers, suitable for potential hazard(s) involved. He must also obtain from the Building Manager, a separate daily permit for any welding or cutting on a day-to-day basis.

9.3. CONTRACTOR EMPLOYEES

The Contractor shall be responsible for determining the labor staffing levels (crew size, etc.) required to complete all phases of the project by the established completion dates as per submitted project schedule, taking into consideration the required completion date established by the Government and set forth in the contract.

Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

All Contractor personnel will be required to provide a valid photo-identification (Real ID) when entering the Building. Upon acceptance of the identification by the Guard Service, Contractor personnel will be issued a green and white visitor badge. The badge must be worn on exterior clothing and be always visible. Visitor badges must be returned to the Guard Desk upon exiting the building. A new visitor badge will be issued upon each day.

9.4. EXTRAS

Except as otherwise provided in the contract, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order and approved by the Contracting Officer.

9.5. INDEMNITY

The Contractor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to, or arising out of the occupancy, use,

service, operations, or performance of work in connection with this contract, resulting in whole, or in part from, the negligent acts or omissions of the Contractor.

9.6. SECURITY PROVISIONS

- All visitors must carry Real ID to enter the building.
- Parking is in Visitor Parking Lot only.

If the contractor will be onsite for more than 90 days, contractor and subcontractor employees will be required to furnish information for security clearances and comply with security regulations as imposed by the occupying agencies. The contractor will make it a specific provision of his subcontracts that these regulations be accepted. Security provisions are required in accordance with the HSPD-12 program.

9.7. ACCESSIBILITY

Architectural Barriers Act Accessibility Standard (ABAAS) is mandatory for all USGS projects. If local accessibility standards exist, the Contractor must follow the most stringent requirements between the local standards and ABAAS.

The building ABAAS accessibility shall be always maintained.

9.8. NATIONAL HISTORIC PRESERVATION ACT (NHPA)

This building is listed in the National Register of Historic Places. It is not anticipated that this project will impact any historic elements.

If the contractor determines that it is necessary to change and structural elements or architectural finishes, they shall stop work immediately and submit an RFI to the COR to get direction on how to proceed. Modifications to historic elements during construction could result in a submission and Section 106 consultation with the DC State Historic Preservation Office (SHPO). These types of changes shall be minimized.

9.9. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

Pursuant to paragraph 5.3 of the PBS NEPA Desk Guide (October 1999), this project is an automatic CATEX and requires no checklist. The following categories apply: 5.3.m Repair to or replacement in kind of equipment or components.

9.10. FIRE & LIFE SAFETY

GSA's Fire Protection Engineers are the authority having jurisdiction (AHJ) for all GSA owned facilities.

The means of egress shall be always maintained. Egress issues shall meet NFPA 101 (Life Safety Code).

10. PROJECT CLOSEOUT

10.1 PAYMENTS

Due to the minimal dollar value of the contract, partial payments shall not be allowed, with full payment to be made following satisfactory inspection and receipt of all deliverable items.

10.2 INSTRUCTION/TRAINING/MANUALS

The Contractor shall provide formal instruction for up to five Government designated personnel, addressing the operation and maintenance of the newly installed equipment if necessary. Operation and Maintenance manuals shall be developed and used as training materials. The Contractor shall provide a training plan with the Final Design Document submission, addressing all involved equipment. The Contractor shall provide manuals/documentation reflecting "As-Built" constructed building features/systems, including specifications, shop drawings, design calculations, and operation/maintenance requirements.

The Contractor shall provide 3 copies of COR/Agency approved shop drawing and product/catalog data submissions along with O&M manuals identifying all procedures, tools, equipment and parts necessary to assure satisfactory operations and to provide maintenance per manufacturer's recommendations.

10.3 AS-BUILT DRAWINGS

The Contractor shall provide electronic "As-Built Drawings" and 3 hard copy documents based upon actual site installation.

10.4 WARRANTIES

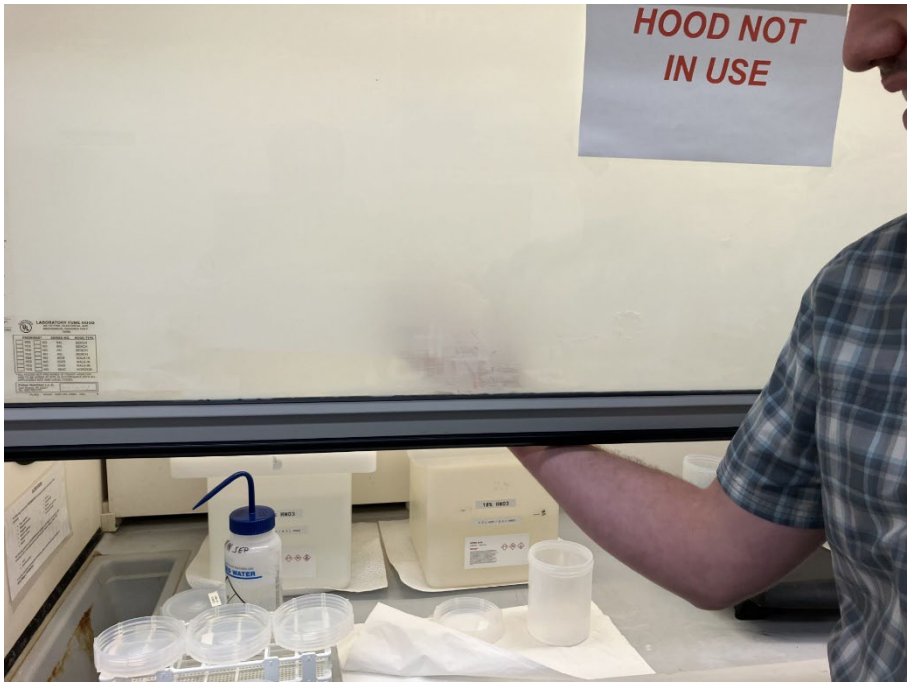
The Contractor shall provide a full warranty on all labor and materials upon installation and carry through a period of one year. The Contractor shall provide to the COR a current and complete list of all warranted items and equipment responsibilities, specific warranties and guarantees, final certifications, and similar documents at the time of acceptance/completion.

11. Exhibits

Exhibit 1: Photos

Exhibit 2: 01546 Safety and Health Specifications

HOOD NOT
IN USE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SECTION 01546 SAFETY AND HEALTH

GENERAL

1.1 DESCRIPTION OF WORK

A. General: This section outlines general requirements and identifies key safety and health precautions necessary to protect employees, visitors, and building occupants, and to prevent property loss or environmental damage during construction activities.

Contractors are strictly prohibited from entering any research laboratory space without prior written authorization from the USGS Contracting Officer Representative (COR). All contractor personnel must complete a USGS-provided laboratory access briefing before entering any lab area.

B. Related Work: This specification works in conjunction with other project-specific safety and environmental sections. Coordinate with hazardous materials abatement, indoor air quality, waste management, and other applicable project sections

1.2 REFERENCES

The publications below form a part of this specification to the extent referenced. The Current edition of the publications will be used.

A. Code of Federal Regulations (CFR)

29 CFR 1910 – OSHA General Industry Standards
29 CFR 1926 – OSHA Construction Standards
40 CFR Chapter 1 Subchapter R Toxic Substances Control Act (TSCA)
40 CFR 61 EPA National Emission Standard for Hazardous Air Pollutants (NESHAPs)
40 CFR Part 761 Polychlorinated biphenyl (PCB) Manufacturing, Processing, Distribution and Use
40 CFR Parts 260–271 EPA Resource Conservation and Recovery Act (RCRA)
41CFR Parts 102 Federal Management Regulation

B, Other Recognized Standards

American National Standards Institute (ANSI)
American Society for Testing and Materials (ASTM) National Fire Code (NFC)
National Fire Protection Association (NFPA) 70E National Electrical Code (NEC)
Underwriters Laboratories (UL)
Federal Standard 313E - Material Safety Data, Transportation Data and Disposal Data for Hazardous Materials Furnished to Government Activity
ASME B31.9, Code for Pressure Piping, Section on Building Services Piping

C. Applicable State and Local Regulations Apply

1.3 WORK COVERED BY THIS SECTION

All work performed under this contract shall comply with applicable federal, state, and local safety regulations and standards.

1.4 HAZARDOUS MATERIALS

Refer to hazardous and toxic materials/substances, subparts H and Z of 29 CFR 191O; and to others as defined in Federal Standard 313. Unless proven otherwise, assume materials installed prior to 1980 contain asbestos; Assume painted surfaces pre-1978 contain lead-based paint.

A. Hazardous materials most encountered can include pesticides, cleaning agents, paints, adhesives, strippers, solvents, asbestos, polychlorinated biphenyls (PCB's), mercury vapor lamps, explosives, and radioactive materials, but may include others. Any unlabeled substance should be handled as hazardous material until properly identified.

B. All thermal insulation (i.e., boiler insulation, duct insulation, pipe insulation), surfacing materials (i.e., plaster and sprayed-on fireproofing) and miscellaneous materials (i.e., asphalt flooring, ceiling tiles, adhesives and mastics, drywall, roofing, gaskets and cement board), installed no later than 1980, must be considered asbestos containing unless proven otherwise in accordance with 29 CFR 1926.1101.

C. All finished/painted surfaces of buildings constructed prior to 1978 shall be considered finished with lead-based paint unless proven otherwise.

D. Products likely to contain PCBs are electrical transformers, capacitors, voltage regulators, fluorescent light ballasts and oil switches.

1.5 QUALITY ASSURANCE

A. Pre-Construction Safety Meeting: Contractor representatives, including the principal on-site representative and safety officer, shall meet with the Contracting Officer Representative (COR) to review and discuss the implementation of the safety plan.

The purpose of the pre-construction meeting is to review the Contractor's safety and health programs and policies, and to discuss the implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in controlling any unsafe or unhealthy conditions associated with the work to be performed under the contract.

The level of detail of the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s), the general superintendent and his/her safety representative(s) shall be in attendance.

B. Compliance with Regulations: Contractor shall adhere to all applicable OSHA and EPA regulations. Where conflicts exist, the more stringent requirement shall apply.

C. Weekly Safety Meetings: Conduct weekly supervisory safety meetings and weekly toolbox talks for all personnel. Submit summaries to the COR upon request.

D. Electrical Work: If energized work is necessary, submit a job-specific plan including activity hazard analysis (AHA), PPE, justification, and access control. An approved utility outage permit is required prior to starting work. Permit requests must be submitted a minimum of 72 hours in advance. All circuits must be de-energized prior to work. The proper lock-out, tag-out procedures must be used. Submit copy of approved outage permit to the COR upon request

E. Laboratory Access Briefing: Prior to commencing any work in or adjacent to research laboratories, all contractor personnel shall attend a USGS-provided laboratory access briefing. This briefing shall include safety, contamination prevention, and access protocols. Documentation of attendance must be submitted to the COR.

1.6 SUBMITTALS

A. Accident Reporting: Contractor shall post emergency first aid and ambulance information at project site. Serious accidents such as those resulting in treatment of an injury at a medical facility; response by emergency medical personnel; or damage to property will be reported to the contracting officer's representative by within (2) two hours of the occurrence. A copy of each accident report, which the Contractor or subcontractors submit to their insurance carriers, shall be forwarded through the COR as soon as possible and no later than five (5) business days after the occurrence.

B. Safety Plan: Contractor must submit a detailed safety plan including:
Accident Prevention Plan
Activity hazard analysis
Protection measures for adjacent areas and public
Training and PPE
Safety Data Sheets
Emergency response
Subcontractor coordination
Testing and validation procedures

C. Hazardous Materials: Submit required manifests, disposal records, and certifications for regulated waste within 30 days of removal.

D. Permits: Permits are required for all utility outage, fire system interruption, hot work, scaffold erection. Permit requests must be submitted to the COR a minimum of 72-hours in advance.

E. Confined Space: Before entering a confined space, the contractor must submit a site-specific Confined Space Entry Plan and their Confined Space permit. After the confined space operations is completed, the contractor shall submit copies of the confined space permit and information on any new hazards they encountered in the space to the COR.

F. Access to Research Areas: Contractor must proof of authorization and documentation of laboratory access briefing attendance for all personnel prior to entering laboratory areas.

2. PRODUCTS

2.1 MATERIALS AND EQUIPMENT
All safety-related materials and equipment shall meet regulatory standards. Maintain SDS for all products on site. Use non-toxic/non-flammable substitutes where feasible.

3. EXECUTION

3.1 HAZARDOUS MATERIALS ENCOUNTERED:
Notify the COR upon discovery of suspected hazardous materials. Await guidance before proceeding. Testing and abatement may require contract modification.

3.2 CONFINED SPACES:

Contractor is responsible for permit-required confined space entry. Submit a site-specific Confined Space Entry Plan and entry permits to the COR. Compliance with 29 CFR 1910.146 / 1926.1201 is required.

3.3 CONTROL OF HAZARDOUS ENERGY:

Develop and implement a Lockout/Tagout program. Submit AHA and temporary re-energization procedures to the COR prior to work.

3.4 Safety Violations

The COR may issue a stop work order if unsafe conditions are not promptly corrected. Work may not resume until corrective actions are approved. No time extensions or additional compensation will be granted for stoppages due to non-compliance.

4. PROTECTION

4.1 PUBLIC PROTECTION REQUIREMENTS:

A. General: Contractor shall prevent harm to the public, building occupants, and the environment.

B. Hot Work: Submit daily permit to the COR. Maintain fire watch and extinguishers. Use shielding and remove combustibles within 25 feet.

C. Storage & Obstructions: Store materials to avoid hazards. Do not obstruct corridors, exits, or access ways.

D. Housekeeping: Maintain clean job sites per OSHA 29 CFR standards.

E. Laboratory Access: Under no circumstances shall contractors enter any research laboratory without written authorization and completion of a USGS-provided access briefing. Unauthorized access to laboratory spaces is grounds for immediate removal and contract review.

4.2 CONSTRUCTION AREA PROTECTION:

A. Isolation: Fence or barricade work areas. Post signs and provide alternate precautions where isolation is not possible.

B. Overhead Work: Install protective screens, barriers, or canopies.

C. Temporary Barriers: Construct floor-to-ceiling barriers using metal studs and gypsum board.

D. Dust and Fumes: Use dust barriers and maintain negative pressure when near occupied areas. Schedule fume-producing work to minimize exposure.

E. Roof Work: Use fall protection per 29 CFR 1926.501. No safety monitoring-only systems are permitted within 6 feet of roof edges or openings.

F. Final Cleanup: Remove fences and barriers upon project completion to the satisfaction of the COR.

NOTE: All plans and procedures must be approved by the COR before commencement. Compliance with this section does not relieve the contractor of responsibility for safety under applicable laws.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment Nov 2021

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

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

Covered telecommunications equipment or services 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).

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.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

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.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. The Contractor is prohibited from providing to the Government any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

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

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite

delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-27 Prohibition on a ByteDance Covered Application Jun 2023

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

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.

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.

(b) *Prohibition*. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including

certain equipment used by Federal contractors. The Contractor is prohibited from having or using 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; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition Dec 2023

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

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable 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 applicable 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 applicable 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.

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.

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.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

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.

(b) *Prohibition.* (1) Contractors are prohibited from providing or using 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 any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

[*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:*]

Yes ☐ No ☑ DHS FASCSA order

Yes ☐ No ☑ DoD FASCSA order

Yes ☐ No ☑ DNI FASCSA order

(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 identified in paragraph (b)(1) of this clause.

(3) The Government may identify in the request for quotation (RFQ) or in the notice of intent to place an order additional FASCSA orders that are not in SAM, but are effective and apply to the order.

(4) A FASCSA order issued after the date of the RFQ or the notice of intent to place an order applies to this contract only if added by an amendment to the RFQ or in the notice of intent to place an order or added by modification to the order (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)(i) If the contractor wishes to ask for a waiver, the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

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

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) of this clause to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and may instead make award to an offeror that does not require a waiver.

(c) *Notice and reporting requirement.* (1) During contract performance, the Contractor shall review *SAM.gov* 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 (b) 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.

(3) (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) 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) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. 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.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

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

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

(4) The Contractor shall report the following information 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, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

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

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

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

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. 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 is subject to an applicable FASCSA order.

(e) *Subcontracts*.

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of clause)

52.212-4 Contract Terms and Conditions Nov 2023
Commercial Products and Commercial Services

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

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

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

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

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

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

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.-

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) *Interest.*

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.
(5) Solicitation provisions if this is a solicitation.
(6) Other paragraphs of this clause.
(7) The Standard Form 1449
(8) Other documents, exhibits, and attachments.
(9) The specification.

(t) [Reserved]

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

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

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

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

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

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

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Products and Commercial Services Feb 2024

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

_____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
_____(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
_____(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
____X_____(4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
_____(5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
_____(6) [Reserved].
_____(7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
_____(8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
____X_____(9 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
____X_____(10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II).
_____(11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).
_____(ii) Alternate I (Dec 2023) of 52.204–30.
_____(12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).
_____(13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
_____(14) [Reserved]
_____(15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
_____(16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
_____(17) [Reserved]
_____(18) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
_____(ii) Alternate I (Mar 2020) of 52.219-6.
_____(19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
_____(ii) Alternate I (Mar 2020) of 52.219-7.
_____(20) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)).
_____(21) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2023) (15 U.S.C. 637(d)(4)).
_____(ii) Alternate I (Nov 2016) of 52.219-9.
_____(iii) Alternate II (Nov 2016) of 52.219-9.
_____(iv) Alternate III (Jun 2020) of 52.219-9.
_____(v) Alternate IV (Sep 2023) of 52.219-9
_____(22)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
_____(ii) Alternate I (Mar 2020) of 52.219-13.

_____(23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).
_____(24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
_____(25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
____X____(26) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Feb 2024) (15 U.S.C. 632(a)(2)).
_____ (ii) Alternate I (Mar 2020) of 52.219-28.
_____(27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
_____(28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
_____(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
_____(30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).
____X____(31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
_____(32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Feb 2024).
____X____(33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
_____(34) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
_____(ii) Alternate I (Feb 1999) of 52.222-26.
_____(35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
_____(ii) Alternate I (Jul 2014) of 52.222-35.
____X____(36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
_____(ii) Alternate I (Jul 2014) of 52.222-36.
_____(37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
_____(38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
____X____(39) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
_____(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
_____(40) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
_____(41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
_____(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
_____(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
_____(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
_____(44) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
_____(ii) Alternate I (Oct 2015) of 52.223-13.
_____(45) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
_____(ii) Alternate I (Jun2014) of 52.223-14.
_____(46) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
_____(47) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
_____(ii) Alternate I (Jun 2014) of 52.223-16.
____X____(48) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
_____(49) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
_____(50) 52.223-21, Foams (Jun2016) (E.O. 13693)..
_____(51) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
_____(ii) Alternate I (Jan 2017) of 52.224-3.
_____(52) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
_____(ii) Alternate I (Oct 2022) of 52.225-1
_____(53) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

_____(ii) Alternate I [Reserved].
_____(iii) Alternate II (Dec 2022) of 52.225-3.
_____(iv) Alternate III (Feb 2024) of 52.225-3.
_____(v) Alternate IV (Oct 2022) of 52.225-3.
_____(54) 52.225-5, Trade Agreements (Nov 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).
____X_____(55) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
_____(56) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
_____(57) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
_____(58) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
_____(59) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
_____(60) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
_____(61) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
____X_____(62) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
_____(63) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
_____(64) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
_____(65) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
_____(66) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
_____(67) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
_____(ii) Alternate I (Apr 2003) of 52.247-64.
_____(iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate.*]

____X_____(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
____X_____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
_____(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
_____(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).
_____(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
_____(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
____X_____(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
____X_____(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
_____(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR

subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

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

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).
(B) Alternate I (Dec 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

(xvi) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(xix) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

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

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

(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.

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

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

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

(xxvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 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/ or http://farsite.hill.af.mil/vffara.htm

Clause	Title	Date
52.204-13	System for Award Management Maintenance	October 2018
52.204-16	Commercial and Government Entity Code Reporting	August 2020
52.204-18	Commercial and Government Entity Code Maintenance	August 2020
52.204-19	Incorporation by Reference of Representations and Certifications	December 2014
52.223-6	Drug-Free Workplace	May 2001

52.227-14	Rights in Data – General	May 2014
52.232-1	Payments	April 1984
52.243-1	Changes—Fixed Price Alternate I	April 1984
52.244-6	Subcontracts for Commercial Products and Commercial Services	March 2023
52.246-1	Contractor Inspection Requirements	April 1984
52.249-1	Termination for Convenience of the Government (Fixed- Price) (Short Form)	April 1984

(End of Clauses Incorporated by Reference)

GS0199 PREVENTION OF MALICIOUS CODE June 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

(End of Clause)

GREEN ACQUISITION (July 2018)

The USGS is committed to promoting the natural environment and protecting the health and well-being of people. In the performance of work under this contract, the Contractor shall exert its best efforts to provide services in a manner that will promote the natural environment and protect health and well-being. Green purchasing or environmentally preferable contracting includes the initiatives described below:

Alternative Fuels and Vehicles are described at http://www.afdc.energy.gov/afdc/

Biobased Products are described at http://www.biopreferred.gov/

Energy efficient products are described at http://energystar.gov/products for Energy Star products and at http://www.eere.energy.gov/femp/procurement for FEMP designated products.

Environmentally Preferable Computers are described at http://www.epeat.net

Significant New Alternatives Program (SNAP) are described at http://www.epa.gov/snap/overview-snap

The Comprehensive Procurement Guidelines promote the use of recovered and recycled products at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

Water efficient products and services are described at https://www.epa.gov/watersense

(End of Clause)

USGS UNILATERAL DEOBLIGATIONS MAY 2013

Beginning May 2013, Contracting Officers may deobligate unexpended balances with a unilateral administrative modification when all of the following apply –
(a) The following clause is included in the award, either initially or subsequently by bilateral modification: 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. After120 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.
(b) The Contracting Officer has contacted the cognizant program official to confirm that all work is complete and deliverables received and accepted
(c) The Contracting Officer has determined that the vendor has invoiced and been paid all amounts due under the award.
(d) All additional closeout procedures will be initiated as appropriate.

(End of Clause)

DOI ELECTRONIC INVOICING APRIL 2013
Electronic Invoicing and Payment Requirements - Internet Payment Platform (IPP)

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

Send a copy of the final invoice.

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 Boston (FRBB) within 3 - 5 business days of the original contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org 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.

(End of Clause)

GS0231 TECHNICAL LIAISON - TECHNICAL DIRECTION 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: TBD

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

(End of Clause)