SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
140D0426Q0610

6. SOLICITATION ISSUE DATE
08/11/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Heather Smith

b. TELEPHONE NUMBER *(No collect calls)*
0000000000

8. OFFER DUE DATE/ LOCAL TIME
08/21/2026 1100 ED

9. ISSUED BY CODE D12

Interior Business Center, AQD
Acquisition Services Directorate
381 Elden Street
Suite 2000A
Herndon VA 20170

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:

[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 519290

SIZE STANDARD: 1,000

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] REQUEST FOR QUOTE (RFQ)
[ ] INVITATION FOR BID (IFB)
[ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE
See Schedule

16. ADMINISTERED BY CODE
See Schedule

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Acquisitions Services Directorate (AQD) is issuing this non-competitive Request for Quotation (RFQ) for Argus Americas Crude and Coal published price assessments. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

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

30c. DATE SIGNED

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

31c. DATE SIGNED

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

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Heather Smith

31c. DATE SIGNED

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STOCK RECORD (S/R)		40. PAID BY
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SECTION 1 - INTRODUCTION

1.1 General

This is a **combined synopsis/solicitation** for commercial services prepared in accordance with RFO Part 12. This announcement constitutes the only solicitation. Quotes are being requested and a separate written solicitation will not be issued.

Solicitation 140D0426Q0610 is issued as a Sole Source Request for Quotations (RFQ) for Argus Media Subscription Services.

This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

The applicable **North American Industrial Classification System (NAICS)** Code is 519290-Web Search Portals and All Other Information Services Size Standard (1000 employees)

The applicable **Product Service Code (PSC):** DA10 IT and Telecom – Business Application/Application Development Software as A Service

1.2 Set-Aside Information

This is a sole source RFQ. Only one (1) Purchase Order will be awarded as a result of this RFQ.

1.3 Anticipated Award Type

As a result of this RFQ, the Government anticipates awarding a Firm-Fixed-Price (FFP) Purchase Order.

1.4 Period of Performance

The anticipated Period of Performance for this Purchase Order is:

Period of Performance
Base Year: 10/01/2026-09/30/2027
Option Year 1: 10/01/2027-09/30/2028
Option Year 2: 10/01/2028-09/30/2029
Option Year 3: 10/01/2029-09/30/2030
Option Year 4: 10/01/2030-09/30/2031

1.5 CLIN Structure and Pricing Schedule

	Monthly FFP Rate	Quantity	Extended FFP Total
Base Year	TBD	12 months	TBD
Option Year 1	TBD	12 months	TBD
Option Year 2	TBD	12 months	TBD
Option Year 3	TBD	12 months	TBD
Option Year 4	TBD	12 months	TBD
Overall Extended FFP Total			

SECTION 2 – STATEMENT OF WORK

Purpose

Acquire an energy news subscription service from a commonly used Price Reporting Agency that provides Argus crude price assessments for North America and Argus coal price assessments for North America.

Specifications

ONRR requests a subscription that provides the following:

- *Argus Americas Crude* published price assessments for North American crude prices daily with appropriate associated explanations of daily prices
- *Argus Americas Crude* published price assessments for North American crude trade month averages
- *Argus Coal Daily* published prices for North American coal price assessments daily with appropriate associated explanations of daily prices

Scope of Work

- Americas Crude
  - Desktops reduced from 10 to 5 users
  - Add Functional API delivery for Audit Compliance and Market Analysis
- Coal Daily
  - 1 Desktop
  - Add Functional API delivery for Audit Compliance and Market Analysis

Deliverables

The contractor must provide the information in an electronic format, primarily via email and secondarily via download or API connection through an online portal. ONRR requests that

publications be delivered in a PDF file format. Data sets must be available via email or download in Microsoft Excel format. Access credentials for the online portal must be provided for all license holders.

SECTION 3 - ADMINISTRATION

3.1 Contractor Administration

TBD at Time of Award

3.2 Government Administration

The Contracting Officer (CO) for this Order is:

Heather Smith

Heather_Smith@ibc.doi.gov / 202-601-8987

Department of the Interior / Interior Business Center / Acquisition Services Directorate

The Program Manager and Contracting Officer's Representative (COR) for this Order is:

TBD at Award

SECTION 4 – QUOTATION PREPARATION & SUBMISSION INSTRUCTIONS

The following instructions to the Quoter are included as an addendum to Federal Acquisition Regulation (FAR) provision 52.212-1. The Quoter shall reply to this request as follows.

4.1 Quotation Preparation Instructions

To be considered for award, a Quotation shall contain the following Quoter information:

- **Company Name**
- **Mailing Address and Website**
- **Company Size Status**
- **SAM Unique Entity Identifier (UEI)**
- **Complete business mailing address as it appears in the System for Award Management (SAM) at www.sam.gov**
- **Contact name, phone number, and e-mail address**
- **RFQ Number**
- **Quotation Number**
- **Date submitted and Quote Expiration Date**
- **Technical and Price Quote**

Quoters are required to be registered in the System for Award Management (SAM) at www.sam.gov as of the date the quotation is submitted. The quoter's SAM registration shall

remain in "active" status through award, and if selected for award must remain in active status until the contract expires.

Quotations that do not meet all the requirements specified in this RFQ may **not** be considered.

4.4 Submission of Questions

Questions regarding this RFQ shall be sent via email to: Heather_Smith@ibc.doi.gov. **Questions** shall be submitted no later than **11:00 AM Eastern Time on August 17, 2026.**

4.5 Submission of Quotations

The Quotation shall be submitted via **EMAIL** no later than the date and time specified. It is the quoter's responsibility to ensure/verify that the Government receives its submission on or before this date and time. A Quotation received later than this date and time may not be considered.

Other General Information

The Government reserves the right to contact a Quoter regarding their quote including to request additional discounts.

The Government reserves the right to not issue an award from this RFQ. This is an RFQ only and in no way obligates the Government to award a Purchase Order or to reimburse the Contractor for any costs incurred in preparing the response to this RFQ.

4.6 Quotation Submission Deadline

Quotations shall be submitted NO LATER THAN 11:00 AM Eastern Time on August 21, 2026.

Quotations shall be sent via EMAIL to the Contracting Officer at: Heather_Smith@ibc.doi.gov.

SECTION 5 – EVALUATION FACTORS FOR AWARD

Basis for Award:

The Quote shall still be evaluated for Completeness, Technical Acceptability, Past Performance, and Price.

The Government respectfully requests that the Contractor apply any additional discounts being offered for services and identified on the Quote furnished in response to this RFQ.

The Government reserves the right to not make award if, in the opinion of the Government, the Quote would not provide satisfactory performance at a price that is considered fair and reasonable and/or agreement of the terms and conditions cannot be met.

SECTION 6 – CONTRACT CLAUSES

FAR 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): **https://acquisition.gov/**

The contract clauses included by reference are:

FAR Clause	Title	Date
52.203-6	Restrictions on Subcontractor Sales to the Government ALT I	NOV 2021
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-13	System for Award Management Maintenance	MAR 2026
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	MAY 2026
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	MAY 2026
52.212-4	Contract Terms and Conditions—Commercial Products and Commercial Services	MAR 2026
52.219-8	Utilization of Small Business Concerns	JAN 2025
52.222-3	Convict Labor	JUN 2003
52.222-35	Equal Opportunity for Veterans	MAY 2026
52.222-36	Equal Opportunity for Workers with Disabilities	MAY 2026
52.222-37	Employment Reports on Veterans	MAY 2026
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC2010
52.222-50	Combating Trafficking in Persons	MAY 2026
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024

FAR Clause	Title	Date
52.229-12	Tax on Certain Foreign Procurements	FEB 2021
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.240-91	Security Prohibitions and Exclusions	MAR 2026

Clauses Incorporated by Full Text

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

a) The Government may extend the term of this contract by written notice to the Contractor **within 1 day of the contract end** provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **15 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

52.222-90 Addressing DEI Discrimination by Federal Contractors (MAY 2026)

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

52.223-23 Sustainable Products and Services (MAY 2024) (DEVIATION MAY 2026)

(a) Definitions. As used in this clause—

Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) Requirements. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

DIAR 1452.201-70 - Authorities and Delegations (SEP 2011)

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

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

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

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

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

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

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

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

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

to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

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

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

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

IBC Custom Clause #1: Electronic Invoicing and Payment Requirements Invoice Processing Platform (IPP) (February 2021)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

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

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

An electronic copy of the proper 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 St. Louis (FRBSTL) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email **IPPCustomerSupport@fiscal.treasury.gov** or phone **(866) 973-3131**.

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

IBC Custom Clause #2 - Contractor Performance Assessment Reporting System (DEC 2015)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 – SOLICITATION PROVISIONS

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): **https://acquisition.gov/**

The solicitation provisions included by reference are:

Provision	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation	JAN 2017
52.204-7	System for Award Management	MAR 2026
52.209-5	Information Regarding Responsibility Matters	MAY 2026
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services	MAR 2026
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	MAR 2026

Provisions Incorporated by Full Text

52.217-5 Evaluation of Options (JULY 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by

adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if–

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It □ is □ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 □ a full exemption, or □ partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

DIAR 1452.233-2 – Service of Protest Department of the Interior (Jul 1996) (DEVIATION)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Heather Smith

Contracting Officer

Acquisition Services Directorate

Heather_Smith@ibc.doi.gov

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

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

DIAR 1452.215-71 Use and Disclosure of Proposal / Quote Information – Department of the Interior (APR 1984)

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the

Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of Solicitation)

Attachments:

1. Justification
2. DOI IT Baseline Guidelines

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION (JOFOC) FOR COMMERCIAL PRODUCTS/SERVICES OVER THE SIMPLIFIED ACQUISITION THRESHOLD (SAT) USING SIMPLIFIED PROCEDURES AUTHORITY: Revolutionary FAR Overhaul (RFO) 12.102(b) and 41 U.S.C. 1901

Solicitation 140D0426Q0610

1. Identification of the agency and the contracting activity, and specific identification of the document as a "Justification for Other than Full and Open Competition."

This document is a *Justification for Other than Full and Open Competition* for the Department of the Interior (DOI), Interior Business Center (IBC), Acquisition Services Directorate (AQD), Division 5, Branch 5 on behalf of the Office of Natural Resources Revenue (ONRR).

2. Nature and/or description of the action being approved.

This is a follow on requirement, sole source purchase order for the Department of Interior (DOI), Office of Natural Resources Revenue (ONRR), for reports on crude oil and coal markets in the US Gulf coast, midcontinent, west coast, Canada and Latin America from Argus Media Inc., 2929 Allen Parkway, Suite 700, Houston, TX 77019.

3. A description of supplies or services required to meet the agency's needs (including the estimated value).

This requirement is for a daily published report that covers crude oil markets and U.S. coal markets.

The crude oil market report must cover the U.S. Gulf coast, midcontinent, west coast, Canada and Latin America. The report must identify the method of trades and represent the entire market range of transactions throughout the entire trading day. The report must include spot market prices, including volume-weighted averages of deals done. The list of deals done must be published in the report along with full market commentary.

The U.S. coal market daily published report must provide coal market intelligence, pricing and analysis for the U.S. coal markets. The report must assess prices in traditional spot markets for physical and over-the-counter coal. U.S. coal prices, analysis and news must be delivered promptly. Specific trading and delivery requirements of dry-bulk fuels markets, with daily assessments of standardized trading products and weekly assessment of less-liquid spot physical transactions must be

included in the report.

All data must be available via a functional (Application Programming Interface) API delivery for Audit Compliance and Market Analysis.

Currently, this requirement is performed by Argus Media, Inc, under sole source purchase order 140D0421P0212.

This is a follow-on requirement for a single award, firm-fixed-price, purchase order with a base year and four option years, with a period of performance of 10/01/2026 to 09/30/2031. The total estimated dollar value [redacted]

4. An identification of the statutory authority permitting other than full and open competition.

This is an acquisition conducted under the authority of the Simplified Procedures for Acquisition of Commercial Products and Commercial Services. The statutory authority permitting restricting competition is 41 U.S.C 1901 as implemented by RFO 12.102(b). (Value > SAT ≤ $9 million)

5. A demonstration that the proposed contractor's unique qualifications or the nature of the acquisition requires use of the authority cited.

Argus is the only known capable vendor who can provide the data ONRR requires. ONRR manages and ensures full payment of revenues owed for the development of the Nation's energy and natural resources on the Outer Continental Shelf and onshore Federal and Indian lands. As part of their mission ONRR initiates and conducts audits relating to the scope, nature and extent of compliance by lessees, operators, revenue payors, and other persons with rental, royalty, net profit share and other payment requirements on a Federal or Indian oil and coal lease. To perform these audits, ONRR personnel need to verify the prices used in the oil and coal purchase contracts match what the companies are using to calculate their royalties due. To do this, ONRR must subscribe to the same name brand trade publications, now referred to as Price Reporting Agencies (PRAs) that the companies use in their contracts.

The last publication notice of approved publications in the Federal Register is 65 FR 37043 (see attached). Petroleum Argus Americas Crude is one of three publications authorized in accordance with § 1206.104.

Argus is currently providing the requirement under sole source purchase order 140D0421P0212. Market research conducted showed that Argus is the only product that meets the full requirement for ONRR to have the required data. This is proprietary and no other source provides this requirement.

6. **A description of the efforts made to ensure that offers are solicited from as many potential sources as practicable, including whether a notice was or will be publicized as required by RFO part 5 and, if not, which exception under Part 5 applies.**

   This requirement will be solicited as a combined synopsis/solicitation in accordance with FAR 12.201. This justification will be made publicly available with the combined synopsis/solicitation and will again be publicly posted within 14 days of resultant award, in accordance with the requirements of RFO 12.202(b) and Part 5.

7. **A determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.**

   The Contracting Officer will determine whether the proposed price is fair and reasonable. This determination will be made in accordance with the guidance in RFO 12.204. The price analysis will compare the quoted price with prices paid for similar acquisitions and the Independent Government Estimate (IGE).

8. **A description of the market research conducted (see part 10), and the results or a statement of the reason market research was not conducted.**

   The Contracting Officer conducted market research to determine if new federally approved pricing publications had been announced in the Federal Register and through historical procurement data for identical services. Market research is limited due to the highly specialized data required and the size of the commercial market.

9. **Any other facts supporting the use of other than full and open competition; such as:**

   ONRR is federally mandated to initiate and conduct audits relating to the scope, nature and extent of compliance by lessees, operators, revenue payors, and other persons with rental, royalty, net profit share and other payment requirements on a Federal or Indian oil and coal leases. To perform these audits, ONRR personnel need to verify the prices used in the oil and coal purchase contracts match what the companies are using to calculate their royalties due. To do this, ONRR must subscribe to the same name brand trade publications, now referred to as Price Reporting Agencies (PRAs) that the companies use in their contracts.

10. **A listing of the sources, if any, that expressed an interest in the acquisition in writing.**

    Argus Media Inc.,
    2929 Allen Parkway, Suite 700
    Houston, TX 77019

11. A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services required.

The Contracting Officer will continue to monitor the federal requirements associated with oil and coal lease requirements to determine the availability of alternate sources. Efforts will continuously be made to seek available sources in the future for similar publications to enhance full and open competition. Currently, there are no other federally permitted sources.

12. Contracting officer certification that the justification is accurate and complete to the best of the contracting officer's knowledge and belief.

I certify that this justification is accurate and complete to the best of my knowledge and belief.

HEATHER SMITH Digitally signed by HEATHER SMITH Date: 2026.07.30 14:24:20 -04'00'

Heather Smith
Contracting Officer

Date

13. Requirements Personnel Certification.

I certify that the technical data which forms a basis for this justification is complete and accurate and meets the Government's minimum needs.

[redacted]

Date

Information Technology Baseline Compliance Contract Guidelines

July 2022

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Introduction

This document provides guidance regarding requirements that must be reviewed and considered for incorporation, where applicable, in all Department of the Interior (DOI, Department) contract actions that involve information technology (IT) products or services. Contracting Officer Representatives (CORs) and/or the requirement owners should work closely with their Bureau or Office Associate Chief Information Officer and Contracting Officer (CO) to ensure the below requirements are properly addressed in IT contracts within the appropriate sections. Any referenced regulation or policy should be provided to the Contractor via hypertext link or other means.

Section 1.0 – Information Technology and Cybersecurity Requirements

A. Applicability

This term applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall use these terms in all subcontracts.

B. Requirements

Information systems and system services provided to the Department by the Contractor must comply with DOI IT Cybersecurity and Privacy Control Standards, privacy policies, and other related guidance. Contracts that involve Industrial Control System (ICS) products and services should be evaluated on an individual basis and contain language specific to ICS. Please contact the Bureau of Reclamation (BOR) at ICSsecurity@usbr.gov for ICS issues and guidance.

The Contractor and the contractor-managed systems shall comply with all federal regulations and guidance, including but not limited to:

1. Federal Information Security Modernization Act of 2014 (FISMA) accessible at https://www.cisa.gov/federal-information-security-modernization-act
2. Federal Risk and Authorization Management Program (FedRAMP) for cloud hosted systems accessible at https://www.fedramp.gov
3. Section 208 of the E-Government Act of 2002 accessible at https://www.govinfo.gov/content/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf
4. Privacy Act of 1974 accessible at https://www.justice.gov/opcl/privacy-act-1974
5. Federal Information Processing Standards (FIPS) and the National Institute of Standards and Technology (NIST) 800-Series Special Publications (SP) accessible at https://www.nist.gov
6. Office of Management and Budget (OMB) Circular A-130, *Managing Information as a Strategic Resource*, accessible at https://www.cio.gov/policies-and-priorities/circular-a-130/

C. Information Systems

The Contractor shall manage information in accordance with applicable laws, regulations, executive orders, and policies regarding the marking, safeguarding, and dissemination of

Controlled Unclassified Information (CUI). Personally Identifiable Information (PII) is a subset of information designated as CUI, and Sensitive PII is a subset of PII that requires additional controls and safeguards. (See section 3, Privacy Requirements)

The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

Contractor Information Systems shall comply with FISMA. The Contractor shall provide an Assessment and Authorization (A&A) documentation package for each system that complies with Federal Information Processing Standard (FIPS) 199, National Institute of Standards and Technology (NIST) Special Publication (SP) 800-34, NIST SP 800-37, NIST SP 800-53, NIST SP 800-60, et al.

The Contractor cryptographic modules used to protect DOI information shall comply with the current NIST FIPS 140 version and be validated by the Cryptographic Module Validation Program.

Access to all government data stored outside the confines of a DOI-managed data center shall comply with Trusted Internet Connections (TIC) requirements.

All Contractor personnel requiring access to DOI information data and/or systems shall be cleared at appropriate levels as set forth:

1. Low Risk position will require a National Agency Check with Written Inquiries (NACI) or equivalent investigation.
2. Moderate Risk position will require either a Limited Background Investigation (LBI) or a Minimum Background Investigation (MBI).
3. High Risk position will require a Background Investigation (BI).

Vulnerability Scanning - All IT systems providing services to or on behalf of the Department or storing, processing, or routing DOI CUI information must be scanned monthly with a vulnerability analysis tool using authenticated scans that are acceptable to DOI. Vulnerabilities and weaknesses shall be remediated in accordance with (IAW) Department-mandated time frames commensurate with the level of risk.

D. Cloud

All Contractor cloud-hosted Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS) or other “as a Service” offerings shall comply with applicable language within the DOI cloud hosting program guidelines.

E. Internet Protocol Version 6 (IPv6)

The applicability of IPv6 to DOI-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the Department Acquisition, Arts, and Asset Policy DOI-AAAP-0055, *Procuring Internet Protocol Version 6 (IPv6),* (per OMB Memorandum M-05-22, August 2, 2005) and with subsequent federal requirements (OMB Memorandum M 21-07 *Transition to IPv6*, September 28, 2010) regardless of whether the

acquisition is for modification, upgrade, or replacement. All Enterprise Architecture related component acquisitions shall be IPv6-compliant as defined in the U.S. Government Version 6 (USGv6) Profile (NIST SP 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program. In cloud service procurements, IPv6 compliance should be pursued where practicable.

F. Continuous Monitoring

All Contractor-operated systems that input, store, process, output, and/or transmit DOI CUI shall meet or exceed the continuous monitoring requirements identified in the DOI Continuous Monitoring Plan or the Bureau or Office Continuous Monitoring Plan, whichever best fits mission, security, and risk management needs.

Contractor-managed systems are required to have an assigned Information System Security Officer (ISSO) and System Owner (SO) to support the processes described in the contract. While the procuring organization designates government personnel to serve in these roles, the contractor must provide functionally equivalent personnel to enable effective day-to-day operation, management, and monitoring of the system. The Contractor ISSO and SO resources are required to comply with DOI- or other-approved annual and Role Based Security Training (RBST) requirements.

Contractors managing systems on behalf of the Department are required to submit Continuous Monitoring Reports per the Continuous Monitoring Plan to the federal point of contact designated in the contract per the timelines prescribed in the Continuous Monitoring Plan. The Contractor-managed systems may be required to submit to a penetration test (at the discretion of the awarding program) in coordination with DOI cybersecurity personnel or approved contract officials.

When required by the contract, the Contractor must provide the following in alignment with DOI's continuous monitoring strategy:

1. account management
2. vulnerability management
3. patch management
4. antivirus
5. malware detection
6. event management
7. configuration management
8. license management
9. incident management

G. Security Training and Reviews

All users of federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing federal information systems under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and

be completed on an annual basis thereafter. New Contractor employees assigned to the contract shall complete the training before accessing federal information systems under the contract. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification each year. The e-mail notification shall state that all Contractor and subcontractor employees have completed the required training.

The government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced, particularly when contractors build and operate or maintain systems on behalf of the Department. In such cases, the Contractor shall afford DOI, the Office of the Inspector General, and other government organizations access to the Contractor's facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract. The Contractor shall provide access, to the extent necessary as determined by the government, for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of government data or the function of computer systems used in performance of the contract and to preserve evidence of computer crime. Cloud Service Providers should not be expected to grant physical access to government inspectors.

H. Contractor Reporting Requirements

The Contractors operating information systems on behalf of the Department shall comply with FISMA reporting requirements. Department system owners shall coordinate annual and quarterly data collection. Contractors must provide DOI with the requested information based on the timeframes provided with each request. The Contractor systems shall comply with near real time feeds in accordance with Department of Homeland Security (DHS) Continuous Diagnostics and Mitigation (CDM) requirements as coordinated by DOI. Reporting requirements are determined by OMB and may change each reporting period.

The Contractor-managed systems shall adhere to NIST 800-53 and submit to an annual assessment performed in coordination with DOI cybersecurity personnel or approved contract officials. All results of the annual assessment become the property of the Department.

The Contractor shall comply with DHS or other government oversight bodies regarding cybersecurity-related mandates and directives (Binding Operational Directives [BOD], etc.) or any additional ad-hoc reporting requirements.

Section 2.0 – Cybersecurity Incident Response

A. Applicability

This term applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall use these terms in all subcontracts.

B. Definitions.

As used in this term-

"Incident" means an occurrence that

1. actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or
2. constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

C. Requirements

All Contractor employees and information system service providers shall be responsible for recognizing and reporting security incidents. Information system service providers shall receive the current version of the DOI Incident Response Plan, Policy, and Handbook at the time of award, in addition to bureau- or office-specific guidance for appropriate reporting and response at all levels. All suspected or confirmed information security incidents shall be reported in accordance with the requirements listed below, even if it is believed the incident may be limited, small, or insignificant. For hosting environments, including cloud systems and services, this includes incidents occurring on the service provider's underlying infrastructure supporting containers utilized by the Department. In such cases, the vendor's primary security operations and/or incident response unity shall engage directly with the DOI Cyber Security Operations (CSO) Section and provide DOI CSO with security and event logs covering the period of the incident and up to six months prior. The DOI CSO and Bureau or Office Incident Response Teams will determine when an incident requires additional focus and attention.

All Contractor employees and information system service providers shall report all information security incidents to the appropriate Bureau or Office Incident Response Team and to the DOI Computer Incident Response Center (DOI CIRC) immediately, no later than 1 hour after "becoming aware of the incident," at DOICIRC@ios.doi.gov, (703) 648-5655, regardless of day or time. Any contractor action to investigate, identify, respond to, contain, remediate, or recover from a security event (which includes "suspected" incidents) constitutes "becoming aware of the incident."

When notifying the DOI CIRC and the appropriate Bureau or Office Incident Response Team, the Contractor shall include the CO and COR on the correspondence email to DOICIRC@ios.doi.gov and the appropriate Bureau or Office Incident Response Team. If the Contractor reported the incident by phone, then immediately following the reporting, the Contractor shall notify the CO and COR via e-mail. The Contractor is responsible for verifying that all notification was received and acknowledged by the CO or COR. If the Contractor has any questions regarding these procedures, they shall contact the CO or the COR.

The Contractor shall not include any controlled information in the subject or body of any e-mail. Contractor shall transmit controlled information using validated encryption methods compliant with the current NIST FIPS 140 version to protect controlled information in e-mail attachments. Passwords must not be communicated in the same email as the attachment. Contractor shall contact the CO or COR if encryption software is needed for guidance on appropriate, federally approved encryption methods.

Section 3.0 – Privacy Requirements

A. Applicability.

This term applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall use these terms in all subcontracts.

B. Definitions.

As used in this term-

Breach: the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other-than-authorized purpose.

1. PII - information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.

2. Sensitive PII (SPII) is a subset of PII that, if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. SPII is CUI and requires additional controls and safeguards to protect the privacy of individuals. Sensitivity of PII may depend on specific PII elements, groupings of PII, context or use of PII, or requirements under applicable federal laws, regulations, and policy such as the Privacy Act of 1974 and the CUI Rule. SPII includes but is not limited to full or truncated Social Security Number (SSN), driver's license or state identification number; financial account number; date of birth; citizenship; ethnic or religious affiliation; biometric identifiers such as fingerprint, voiceprint, or iris scan; medical information; criminal history; and system authentication information such as passwords, personal identification numbers or mother's maiden name.

C. Privacy Act Requirements

The Contractor shall comply with the requirements of the Privacy Act of 1974 and shall not remove PII or Privacy Act material from government facilities or systems, or facilities or systems operated or maintained on the government's behalf, without the express written permission of the Head of the Contracting Activity. When Privacy Act records, information, data, documentary material, and equipment is no longer required, the Contractor shall return it to the Department's control or hold it until otherwise directed. Items returned to the government shall be hand carried, mailed, emailed, or securely electronically transmitted to the CO.

D. Privacy Controls

The Contractor shall meet the privacy requirements of the E-Government Act, FISMA, applicable federal privacy laws, NIST, OMB, and DOI (including but not limited to those listed in the contract table of authorities) for the collection, handling, processing, and sharing of PII, and ensure compliance with the privacy controls requirements of NIST SP 800- 53, FIPS 199,

FIPS 200, and DOI Privacy Control standards as appropriate for the sensitivity of the system. The Contractor shall monitor the information system and update controls for continued privacy compliance on an ongoing basis and shall provide status reports to the Department upon request.

The Contractor shall be required to provide all necessary support to assist the Department in meeting the requirements of the Privacy Act and related laws and shall provide supporting documentation and access to information upon request by authorized agency officials. Support in this context includes timely responding to requests for information from the Department about the access, creation, collection, use, storage, maintenance, transmission, sharing, or disposition of PII on the Contractor's system or processes, and providing timely review of relevant compliance documents for factual accuracy.

E. Privacy Breach Reporting Requirements

The Contractor shall provide notice to DOI CIRC or the appropriate Bureau or Office Incident Response Team of any known or suspected breach of PII and meet breach reporting and mitigation requirements in accordance with the DOI Privacy Breach Response Plan or bureau or office applicable response plan. The report of a breach of PII shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information or has otherwise failed to meet the requirements of the contract.

The Contractor shall report all known or suspected breaches in electronic or physical form to the CO, COR, and the DOI CIRC or bureau or office point of contact no later than one hour following discovery via email at DOICIRC@ios.doi.gov or (703) 648-5655, regardless of day or time and as specified within the DOI Privacy Breach Response Plan and the applicable bureau or office response plan.

The Contractor shall not include any controlled information in the subject or body of any e-mail and shall not include any SPII. Where necessary, SPII shall be transmitted using encryption methods to protect CUI in attachments in accordance with cryptographic requirements prescribed by the current NIST FIPS 140 version. Passwords shall be securely communicated separately.

The Contractor shall not contact individuals impacted by a breach involving PII until directed by the government. Department officials will make all determinations related to response activities, appropriate notifications to individuals and federal agencies and other organizations, and any remedial actions.

The Contractor shall take immediate action to contain and mitigate the impact of the breach and cooperate with DOI officials to investigate the breach and determine remedial measures as follows:

- The Contractor shall provide full access and cooperation for all activities—determined by the Department to be required—to ensure an effective breach response, including providing all requested images, log files, and event information to facilitate rapid resolution of breaches.
- Breach response activities—determined to be required by the Department—may include but are not limited to inspections, investigations, forensic reviews, data analyses and

processing, and final determinations of responsibility for the breach and/or liability for any additional response activities.

- The Department, at its sole discretion, may obtain the assistance of federal agencies and/or third-party firms to aid in breach response activities, as needed.

The Contractor shall provide a detailed written analysis with the following data elements available at the time of the breach, and a follow up report with any additional information or updates within 24 hours of the initial breach report, that shall address all relevant information concerning the compromise:

- Government programs, platforms, or systems involved
- Location(s) of the breach
- Date and time the breach was discovered
- Nature of the event (loss, theft, or unauthorized access)
- Description or summary of events
- Description of PII involved, such as name, Social Security number, date of birth, etc.
- Number of potentially impacted individuals
- Estimated number of records exposed or compromised

The Contractor shall collaborate with DOI officials on breach remedial activities to include notifications, credit monitoring, establishing a call center, or other relief to affected individuals as appropriate under the circumstances of the breach as prescribed in the contract. The Contractor shall have the capability to notify individuals whose PII resided in the Contractor system at the time of the breach not later than five business days after being directed by DOI officials to notify affected individuals. The Contractor shall not proceed with notifications unless the CO has directed in writing that notification is appropriate, subject to prior approval by DOI Privacy Officials, in accordance with the DOI Privacy Breach Response Plan. Notification may require the Contractor's use of address verification and/or address location services. All determinations, including response activities, notifications to affected individuals and/or federal agencies, and related services will be made by authorized DOI officials at DOI's discretion.

If an SPII or PII breach occurs because of the violation of a term of the contract by the Contractor or its employees, or the Contractor's covered persons, the Contractor shall, as directed by the CO and at no cost to the government, without delay correct or mitigate the violation. If the Department incurs a cost for individual notifications and remediation services procured as the result of a breach of SPII or PII, the COR will contact the CO to coordinate appropriate remedies per contract terms and conditions.

F. Privacy Training Requirements

All Contractor and subcontractor employees are required to take privacy awareness training prior to accessing DOI information or information systems. All Contractor and subcontractor employees must also complete role-based privacy training prior to accessing PII or Privacy Act data. All required privacy training shall be completed within 30 days of contract award and prior

to granting access to DOI information systems or any PII, and must be completed on an annual basis thereafter, not later than September 30th of each year. Any new Contractor employees assigned to the contract shall also meet these privacy training requirements. Privacy training shall meet the requirements of FAR 52.224-3 Privacy Training (January 2017).

The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than 30 days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 30th of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

Section 4.0 – Accessibility Requirements (Section 508)

Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C § 794 (d)) requires that when federal agencies develop, procure, maintain, or use information and communication technology (ICT), it must be accessible to people with disabilities. Federal employees and members of the public who have disabilities must have access to and use of information and data that is comparable to people without disabilities.

When ICT conforming to one or more requirements in the Revised 508 Standards is not commercially available, the agency shall procure the ICT that best meets the agency's business needs and the Revised 508 Standards, in accordance with 36 CFR 1194 E202.7 and FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DOI Section 508 Office according to 375 DM 8.

A. Applicability

This term applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall use these terms in all subcontracts.

B. Requirements

1. Products, platforms, and services delivered as part of a statement of work that are ICT, or contain ICT, shall conform to the Revised 508 Standards, which are located at 36 CFR § 1194.1 and Appendices A, C and D and available at https://www.access-board.gov/ict/. In the revised regulation, ICT replaced the term Electronic and Information Technology (EIT) used in the original 508 standards.

    a. Applicable Functional Performance Criteria: All functional performance criteria in chapter 3 of the Revised 508 Standards apply when using an alternative design or technology that results in substantially equivalent or greater accessibility and usability by individuals with disabilities than would be provided by conformance to one or more of the requirements in chapters 4 and 5 of the Revised 508 Standards, or when chapters 4 or 5 do not address one or more functions of ICT.

    b. Applicable 508 requirements for electronic content features and components (including electronic training materials): All requirements in E205 of the revised

508 Standards apply, including all Web Content Accessibility Guidelines (WCAG) 2.0 Level AA Success Criteria.

c. Applicable 508 requirements for software features and components (including Software infrastructure): All requirements in chapter 5 apply, including all WCAG 2.0 Level AA Success Criteria, 502 Interoperability with Assistive Technology, and 503 Application.

d. Applicable 508 requirements for hardware features and components: All requirements in chapter 4 apply.

e. Applicable 508 requirements for support services and documentation: All requirements in chapter 6 apply.

2. When providing installation, configuration or integration services for ICT, the Contractor shall not reduce the original ICT item's level of Section 508 conformance prior to the services being performed.

3. When providing maintenance upgrades, substitutions, and replacements to ICT, the Contractor shall not reduce the original ICT's level of Section 508 conformance prior to upgrade, substitution, or replacement. The agency reserves the right to request an Accessibility Conformance Report (ACR) for proposed substitutions and replacements prior to acceptance.

4. Contractors shall provide an ACR for each commercially available ICT item offered through this contract. The ACR should be created using the Voluntary Product Accessibility Template (VPAT) Version 2.4 Rev 508 (or later), located at https://www.itic.org/policy/accessibility/vpat.

5. When developing or modifying ICT for the government, the Contractor shall ensure the ICT fully conforms to the applicable Section 508 Standards. When modifying a commercially available or government-owned ICT, the Contractor shall not reduce the original ICT item's level of Section 508 conformance.

6. When developing or modifying web and software ICT, the Contractor shall demonstrate Section 508 conformance by providing Section 508 test results based on the versions of the DHS Trusted Tester Methodology currently approved for use, as defined at https://www.dhs.gov/compliance-test-processes. The Contractor shall use testers who are certified by DHS on how to use the DHS Trusted Tester Methodology (e.g., "DHS Certified Trusted Testers") to conduct accessibility testing. Information on how testers can become certified is located at https://www.dhs.gov/publication/trusted-tester-resources.

7. Contractor personnel shall possess the knowledge, skills, and abilities necessary to address the applicable revised Section 508 Standards for each ICT.

8. Exceptions for statements of work have been determined by DOI and only the exceptions described in 375 Departmental Manual (DM) 8 DOI Section 508 Program and Responsibilities, dated February 5, 2016, may be applied. Any request for additional exceptions shall be sent to the COR and a determination will be made according to 375 DM 8.

Section 5.0 – Records Management Requirements

When federal agencies acquire goods or services, they need to determine what federal records management requirements should be included in the contract. Federal contractors often create, send, or receive federal records. Federal contracts should provide clear legal obligations describing how the contract employees must handle federal records.

Agency records officers, procurement counsel, and acquisitions officers must discuss how to integrate records management obligations into their existing procurement processes. The National Archives and Records Administration (NARA) has developed language to be included as an agency-specific term and condition in federal contracts for a variety of services and products. Most contracts should include language on records management obligations, but each contract should be evaluated individually as not all conditions will be appropriate for all contracts. For example, the data-rights paragraph may not be appropriate for all contracts. Instead, agencies may be better served by one of the established data-rights clauses in the Federal Acquisition Regulations.

This language should not replace specific records management requirements included within federal information system contracts.

A. Applicability

This term applies to all Contractors whose employees create, work with, or otherwise handle federal records, as defined in section B, regardless of the medium in which the record exists. The Contractor shall use these terms in all subcontracts.

B. Definitions

Federal record – (as defined in 44 U.S.C. § 3301) includes all recorded information, regardless of form or characteristics, made or received by a federal agency under federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term federal record:

- includes all departmental records
- does not include personal materials
- applies to records created, received, or maintained by Contractors pursuant to their Department contract
- may include deliverables and documentation associated with deliverables

C. Requirements

1. Contractors shall comply with all applicable records management laws and regulations, as well as NARA records policies, including but not limited to the Federal Records Act (44 U.S.C. chapters 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and Departmental policy.

2. The Contractor shall coordinate with the appropriate Departmental and Bureau Records Management Programs to ensure the identification, storage, retrieval, preservation, access, control markings, and disposition of records using the official Departmental record keeping system(s). This includes the implementation of all technical aspects to appropriately interconnect and or transfer records to the system(s). Any exceptions to using this system must be expressly presented by the Contractor in writing to and approved by the Departmental and/or Bureau Records Management Programs. Thereafter, each major or minor variance must be expressly presented in writing.
3. When the Department or a bureau contracts for the design, development, or operation of a system on behalf of the Department, the Contractor must make and preserve records to sufficiently document all planning, design, development, or operation of the system.
4. In accordance with 36 CFR 1222.32, all data created for government use and delivered to, or falling under the legal control of, the government are federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, the Privacy Act of 1974 (5 U.S.C. 552a), as amended, and Executive Order 13556 Controlled Unclassified Information. Contractors shall maintain all records created for government use or created while performing the contract and/or delivered to, or under the legal control of the government and must manage them in accordance with federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data and must be managed and scheduled for disposition only as permitted by statute or regulation.
5. The Department and its Contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of DOI or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity and the Bureau Records Officer. The routine disposition of records created and maintained by DOI and the Contractor may be suspended through coordination of the Departmental Records Officer, Bureau or Office Records Officer, Records Management Contact, Program Manager, or Site Manager. Willful and unlawful destruction, damage or alienation of federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the Contractor must report to DOI. The agency must report promptly to NARA in accordance with 36 CFR 1230.
6. The Contractor shall immediately notify the appropriate CO upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records, or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract vehicle. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from government facilities or

systems, or facilities or systems operated or maintained on the government's behalf, without the express written permission of the Head of the Contracting Activity which the Contractor requests from the CO. When information, data, documentary material, records and/or equipment is no longer required, the Contractor shall return it to DOI control or must hold it until otherwise directed. Items returned to the government shall be hand carried, mailed, emailed, or securely electronically transmitted to the CO or address prescribed in the contract vehicle. The Contractor shall provide a mechanism for reliably deleting DOI data upon request by the Department.

7. The Contractor is required to obtain the CO's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by government and DOI guidance for protecting sensitive, proprietary information, classified, and CUI.
8. The Contractor shall only use government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with DOI policy.
9. The Contractor shall not create or maintain any records containing any non-public DOI information that are not specifically tied to or authorized by the contract.
10. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
11. The Department owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which DOI shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
12. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take DOI-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

Section 6.0 – Contractor Personnel Security Requirements

Acquired services shall comply with the following regulations and requirements. Homeland Security Presidential Directive-12 requires that all federal entities ensure that all Contractors gaining physical access to federally controlled facilities or logical access to federally controlled information systems have current and approved security background investigations that are equivalent to investigations performed on federal employees; see section 1.0, part C of this document. The Contractor shall comply with the contract terms and conditions. The Office of Personnel Management (OPM) will perform background investigations.

Section 7.0 – Controlled Unclassified Information Requirements

A. Applicability

This term applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall use these terms in all subcontracts.

B. Definitions

1. Sensitive Information - any information that warrants a degree of protection and administrative control as defined in law, regulation, governmentwide policy, or judicial opinion.
2. Controlled Unclassified Information (CUI) - information the government creates or possesses, or that an entity creates or possesses for or on behalf of the government, that a law regulation or governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. Legacy materials may retain For Official Use Only (FOUO), Sensitive But Unclassified (SBU), or other markings until the artifact is no longer considered "data at rest;" it is revised, reused, or goes in motion.
3. Personally Identifiable Information (PII) - a subset of information designated as CUI. See section 3.0, Privacy Requirements, for additional requirements.
4. Sensitive PII - subset of PII that requires additional controls and safeguards. See section 3.0, Privacy Requirements, for additional requirements.

C. Authorities

1. EO 13556, Controlled Unclassified Information, November 4, 2010
2. 32 CFR 2002, Controlled Unclassified Information (Implementing Directive)
3. The Federal CUI Registry
4. Departmental standards

D. Requirements

1. The Contractor must manage CUI in accordance with applicable laws, regulations, executive orders, and policies.
2. The Contractor must identify, and safeguard controlled information from unauthorized release into public domain, or to unauthorized persons, organizations, or subcontractors.
3. The Contractor or subcontractor must not disclose or release the materials provided to the Contractor to any individuals of the Contractor's organization not directly engaged in providing services under the contract or that do not have a valid need-to-know. All technical data provided to the Contractor by the government must be protected from public or private disclosure in accordance with the markings printed on them.
4. The Contractor must not release to anyone outside the Contractor's organization any sensitive information unless the CO has given prior written approval. This includes, but is not limited to, news releases, marketing promotions, articles, interviews,

reports, social media posts, and any other media releases. Requests for approval must identify the specific information to be released, the medium to be used, the purpose for the release, and a description of the need-to-know. The Contractor must submit its request to the CO at minimum ten business days before the proposed date for release. Subcontractors must submit requests for authorization to release through the prime Contractor to the CO.

5. Contractor controlled computer systems housing CUI must follow the NIST SP 800-171 Rev. 2 (or current Rev); SP 800-171A; and SP 800-172 (or current Rev).
6. If the Contractor believes that CUI information has been compromised, they will follow the incident response procedures in the DOI Incident Response Policy and Plan.

E. Training

Individuals originating or working with sensitive information must complete CUI training to become an authorized holder. CUI must only be disseminated to authorized holders in the furtherance of a lawful government purpose.

Section 8.0 – Paperwork Reduction Act of 1995

If a portion of the contract seeks information from ten or more members of the public, the contactor will work with the Bureau Information Collection Clearance Officer to obtain a Paperwork Reduction Act clearance from the OMB.

Section 9.0 – Reference Documents

All DOI-specific documents referenced in this document necessary for Contractor review and reference can be provided by the CO/COR.

Section 10.0 – Glossary

Please refer to the NIST online glossary at: https://csrc.nist.gov/glossary.