AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		19

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0002	08/11/2026		

6. ISSUED BY CODE GDB

USGS OAG DENVER ACQUISITION BRANCH
PO BOX 25046
204 DENVER FEDERAL CENTER
DENVER CO 80225-0046

7.ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NUMBER
140G0226Q0104

[X] 9B. DATED *(SEE ITEM 11)*
08/11/2026

10A. MODIFICATION OF CONTRACT/ORDER NUMBER

[ ]

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended. [X] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE

[ ] A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[ ] D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

See continuation page

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amending Salient Characteristics to include removal and disposal of existing UPS Unit under CLIN 00010. Award Type: Firm Fixed-Price Contract Specialist: Justice Pryor, justice_pryor@ios.doi.gov				

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NOTE TO ALL INTERESTED VENDORS

Interested vendors are invited to complete a site visit at the following location and time:

Geologic Hazards Science Center
1711 Illinois Street, Golden, CO 80401

August 18, 2026, from 1:30p.m. – 2:30p.m. (MDT).

Brand Name Salient Characteristics

CLIN 00010: Quantity one (1) Liebert EXM single module UPS system, Model 51SA075RAA01TEW, 75 kVA Capacity, 3 phase UPS with the following system features:

A. System Input Voltage of 480V, 60Hz, 3 Phase, 3 wire plus ground
B. System Output Voltage of 480V, 60Hz, 3 Phase, 3 wire plus ground
C. 50kVA Scalable to 75kVA UPS System
D. 480V Native Output Voltage
E. Single Input Configuration
F. DC Ground Fault Detection
G. Include removal and disposal of existing UPS Unit in this CLIN.

CLIN 00020: One (1) IntelliSlot Unity LIFE™ Card; P/N: IS-UNITY-LIFE; Monitoring and configuration of select Vertiv power products through integration with Trellis™, Liebert Nform, LIFE™ Services.

A. Transformer-Free Architecture - Efficiency up to 96% in double conversion mode
B. Unity Power Factor Rating - Delivers more usable power per kVA
C. Load Power Factor Support - Supports loads 0.5 lagging to unity without derating
D. Energy Optimization Mode (Eco-Mode)
E. 65kAIC Rating - Provides interrupting rating and labeling of 65kA
F. Active Power Factor Corrected IGBT Input Converter
G. PWM transistorized (IGBT) inverter
H. Continuous Duty Static Bypass Switch
I. Input Contacts - Dry contacts are available for functions including monitoring external breakers, on-generator signal, and other functions
J. Output Contacts - Dry contacts are available for functions including a permissive signal to maintenance bypass SKRU, to trip external breakers, and other functions
K. Generator Load Control - Suppresses battery charging reducing power demand by an external signal. Shifts unit from Eco Mode to double conversion (if applicable), and synchronizes the inverter output with the bypass
L. Automatic retransfer - Provides return to inverter power after an overload
M. DSP based controls - Provides digital control of power conversion and system operation
N. Backlit LCD display - Monitors power conversion, UPS operation and utility conditions. Deviations are logged for troubleshooting
O. Temperature-Compensated Charging/Battery Load Test
P. Bottom cable entry to UPS, top cable entry through matching bypass or optional wiring cabinet
Q. Front only service access
R. Local Emergency Power Off (EPO)
S. LIFE™ Services for the 1st year
T. IP 20 enclosure
U. Casters and leveling feet
V. UL and cUL Listed to UL Standard 1778 5th Edition
W. CLIN 0005: Liebert EXM Factory Services Certified Test Report
X. TAA compliant per Federal Acquisition Regulation 52.225–5

CLIN 00030: Quantity of one (1) Maintenance Bypass Cabinet, model 51MBR32AA0R1THY with the following features:

A. 3 Switching Devices (BIB, MBB, MIB)
B. 175 Amp Breaker Trip Rating
C. Key Interlock (SKRU)
D. Cabinet Mounted Right Attached to Module with connecting cables factory supplied
E. 200 MM - 7.9 inches Frame Size
F. Top or Side Access required for MBC Installation
G. Front Access service design

CLIN 00040: Quantity of one (1) Liebert EXM Battery Cabinet System, model 51BPRMCA1L10, with the following features:

A. Consult Product Book : Run Time at Ordered KVA
B. 20 min,1 -880 MM External Cabinet(s) of CSB HRL12200WFR Batteries
C. Cabinet Mounted Left Attached to Module
D. The battery is provided with a 3-year full warranty.

CLIN 00050: Start-up Services.

A. Warranty, Vertiv UPS Service provided:
Total warranty AC Power – eXM UPS and MBC; 1 PM Visit, 8x
B. Freight: FOB 1st:
Destination USGS/GHSC IT, 1711 Illinois St, Golden, CO 80401

CLAUSES

Section 508 Compliance

GHSC-NEIC Replacement LiebertUPS

E206 Hardware

E206.1 General. Where components of ICT are hardware and transmit information or have a user interface, such components shall conform to the requirements in Chapter 4.

E302 Functional Performance Criteria

302.1 Without Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that does not require user vision.

302.2 With Limited Vision. Where a visual mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited vision.

302.3 Without Perception of Color. Where a visual mode of operation is provided, ICT shall provide at least one visual mode of operation that does not require user perception of color.

302.4 Without Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that does not require user hearing.

302.5 With Limited Hearing. Where an audible mode of operation is provided, ICT shall provide at least one mode of operation that enables users to make use of limited hearing.

302.6 Without Speech. Where speech is used for input, control, or operation, ICT shall provide at least one mode of operation that does not require user speech.

302.7 With Limited Manipulation. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that does not require fine motor control or simultaneous manual operations.

302.8 With Limited Reach and Strength. Where a manual mode of operation is provided, ICT shall provide at least one mode of operation that is operable with limited reach and limited strength.

302.9 With Limited Language, Cognitive, and Learning Abilities. ICT shall provide features making its use by individuals with limited cognitive, language, and learning abilities simpler and easier.

Instructions to Offerors

Provide an Accessibility Conformance Report (ACR) for each commercially available Information and Communication Technology (ICT) item offered through this contract. Create the ACR using the Voluntary Product Accessibility Template Version 2.1 or later, located at https://www.itic.org/policy/accessibility/vpat. Complete each ACR in accordance with the instructions provided in the VPAT template. Each ACR must address the applicable Section 508 requirements referenced in the Work Statement. Each ACR shall state exactly how the ICT meets the applicable standards in the remarks/explanations column, or through additional narrative. All "Not Applicable" (N/A) responses must be explained in the remarks/explanations column or through additional narrative. Address each standard individually and with specificity, and clarify whether conformance is achieved throughout the entire ICT Item (for example - user functionality, administrator functionality, and reporting), or only in limited areas of the ICT Item. Provide a description of the evaluation methods used to support Section 508 conformance claims. The agency reserves the right, prior to making an award decision, to perform testing on some or all of the Offeror's proposed ICT items to validate Section 508 conformance claims made in the ACR.

Describe your approach to incorporating universal design principles to ensure ICT products or services are designed to support disabled users.

Describe plans for features that do not fully conform to the Section 508 Standards.

Describe "typical" user scenarios and tasks, including individuals with disabilities, to ensure fair and accurate accessibility testing of the ICT product or service being offered.

Acceptance Criteria

Prior to acceptance, the government reserves the right to perform testing on required ICT items to validate the offeror's Section 508 conformance claims. If the government determines that Section 508 conformance claims provided by the offeror represent an inaccurate level of conformance than what is actually delivered to the agency, the government shall, at its option, require the offeror to remediate the delivered item to align with the required Section 508 conformance claims prior to acceptance.

FISMA 18-Point Checklist IT Security Guidelines

	COTS Hardware or Software	**)evelopment or Maintenance of Custom Applications**	**Outsourced IT Services or On-site Support**	**Requirements herein are incorporated as part the Statement of Work: GHSC-NEIC Replacement of UPS**
1	N/A	☐	☐	**Background Investigations.** The Contractor shall perform in accordance with clause **"Security Requirements: Facility Access and Information Technology**."
2	N/A	☐	Contractor will have access to **Privacy Act System** of Records - Work under this contract will involve design, development or operation of (access to)	**Non-disclosure Agreement.** Prior to receiving access to USGS computers, contractor employees shall be required to sign nondisclosure or other system security agreements, depending on the systems to be used and level of access granted. Applies whenever any contractor employee has unsupervised access to a USGS system (even if only basic network, internet or email or will develop custom applications) such as: User Access to USGS IT Systems known to contain sensitive or proprietary data

			system(s) of records containing personal information protected by the Privacy Act (5 U.S.C. Section 552a).	• IT Support services (greater than user access) • Development or Maintenance of Custom Applications On-site contractor support and management of IT system Off-site contractor Oversight and Management of IT System • IT Security Services **Privacy Act System**: [*Identify covered system(s) to which the contractor may have access*] Work to be performed: *[Summarize nature of the contractor's use of such records, such as]* User-level access to system containing protected records Operation or maintenance of Privacy Act System of records or computers hosting such system Design or modification of a Privacy Act system of records] The contractor is not required or permitted to respond to requests for Privacy Act data or to make decisions about releases of data under the Act. Contractor shall ensure its employees are instructed to safeguard against improper use or release of such data and advise them that violation of the Act may involve criminal penalties. The contractor will comply with FAR clause 52.224-2, Privacy Act, incorporated herein by reference and with DOI Privacy Act regulations at 43 CFR 2, Subpart D
3	N/A	☐	☐	**Training.** The Contractor shall perform in accordance with clause "Security Requirements: Facility Access and Information Technology" - Contractor employees must successfully complete DOI's end-user computer security awareness training prior to being granted access to DOI data or being issued a user account. Training must be renewed annually. Additionally, the contract employees must sign a Statement of Responsibility (SOR) that states they have read the appropriate Rules of Behavior and other applicable Information security policies.
4	N/A	☐	☐	**Personnel Changes.** The Contractor shall perform in accordance with clause "Security Requirements: Facility Access and Information Technology" - The contractor must notify the COR immediately when an employee working on a DOI system is reassigned or leaves the contractor's employ. Applies whenever any contractor employee has unsupervised access to a USGS system (even if only basic network, internet or email or will

				develop custom applications) such as: User Access to USGS IT Systems known to contain sensitive or proprietary data • IT Support services (greater than user access) • Development or Maintenance of Custom Applications * On-site contractor support and management of IT system Off-site contractor Oversight and Management of IT System • IT Security Services * *May not be applicable for off-site performance.
5	N/A	☐	☐	**Contractor Location.** The Contractor shall perform in accordance with clause "Security Requirements: Facility Access and Information Technology." Applies whenever any contractor employee has unsupervised access to a USGS system (even if only basic network, internet or email or will develop custom applications) such as: User Access to USGS IT Systems known to contain sensitive or proprietary data • IT Support services (greater than user access) • Development or Maintenance of Custom Applications On-site contractor support and management of IT system Off-site contractor Oversight and Management of IT System • IT Security Services **No portion of the services to be performed hereunder may be performed outside the United States without the express written permission of the Contracting Officer.** If services are proposed to be performed abroad, the Contractor shall provide an acceptable security plan that addresses mitigation of problems related to communication, control, and protecting the confidentiality, integrity, and availability of IT systems and information. A Security Plan Template is available upon request from the Contracting Officer.
6	N/A	☐	N/A	**Applicable Standards.** The Contractor shall perform in accordance with clause "Security Requirements: Facility Access and Information Technology" - Contractor must follow the DOI System Development Life Cycle (SDLC), NIST SP 800-64 and the DOI SDLC Security Integration Guide.
7	N/A	☐	☐	Asset Valuation-Security Categorization: The

				Contractor shall perform in accordance with clause "Security Requirements: Facility Access and Information Technology." ☐ User Access to USGS IT Systems – The Government is responsible for security categorization on USGS systems to which the Contractor may have access under this contract. ☐ IT Support Services greater than User-Level Services Choose one: →☐ The Government is responsible for security categorization on USGS systems to which the Contractor may have access under this contract. -→☐ The Government has defined the [insert name of system to be developed, operated or maintained by the contractor] to be a [Major Application], [Minor Application] or [General support system] as defined in OMB Circular A-130, Appendix III and NIST SP800-53. The following risk and sensitivity levels have been assigned based on the FIPS 199 and the NIST SP 800-60. Mission impact: Data sensitivity: Risk level: Bureau/departmental/national criticality: ☐ Off-Site Oversight and Management of IT System- The Contractor shall use the FIPS 199 and the NIST SP 800- 60 to determine information types and security categorization based on mission impact, data sensitivity, risk level, and bureau / departmental / national criticality for Contractor-owned and operated systems used to provide services under this contract. Solicitations must include either the complete publication or a reference to public facilities, such as a website or office, where it may be accessed. ☐ IT Security Services - Applies only if the purpose of the contract includes obtaining asset valuation services. The Contractor shall use the FIPS 199 and the NIST SP 800- 60 to determine information types and security categorization based on mission impact, data sensitivity, risk level, and bureau / departmental / national criticality for Contractor-owned and operated systems used to provide

				services under this contract. Solicitations must include either the complete publication or a reference to public facilities, such as a website or office, where it may be accessed.
8	☒**YES**	ıe Government shall be granted unlimited rights in software or data produced hereunder as described in **FAR clause 52.227-17**, Rights in Data—Special Works, incorporated by reference herein.	☐ ɛlect either COTS or custom software language as applicable. If both apply, identify software/data deliverables governed by each clause.	**Property Rights.** For Federal Supply Schedule orders or orders under an existing contract, rights to software acquired hereunder are set forth in the basic contract. For open market contracts, the Government's rights in software delivered hereunder shall be as described in software developer's commercial software license agreement or the clause FAR **52.227-19, Commercial Computer Software-Restricted Rights**, whichever is greater.
9	N/A	☐	☐	Independent Verification and Validation (IV&V). The Government is responsible for independent software verification and validation prior to being moved into production. On-Site Contractor Support and Management of IT System Choose one: →☐ Software will be independently verified and validated by the Government or another selected contractor prior to being moved into production. →☐ Contractor will ensure that independent verification and validation is performed on software deployed on contractor managed systems containing USGS data, in accordance with DOI SDLC Security Integration Guide ☐ Off-Site Contractor Operation and Management of IT System-Contractor will ensure that independent verification and validation is performed on software deployed on contractor managed systems containing USGS data, in accordance with DOI SDLC Security Integration Guide ☐ IT Security Service - Applies only if the purpose of the contract includes obtaining IV&V services.

0	N/A	☐ Applies if the purpose of the contract includes obtaining C&A services.	☐	Certification & Accreditation. ☐ User Access to USGS IT Systems or IT Supports Services (Greater than User Access Certification and Accreditation on USGS systems to which the Contractor may have access under this contract will be conducted by the Government or another of its contractors. ☐ Development or Maintenance of Custom Applications The contractor will perform Certification and Accreditation (C&A) services on the application developed or maintained hereunder prior to going into production. The application must be re-accredited every three years or whenever there is a major change that affects security. C&A documents will be provided to the COR in both hard copy and electronic forms. The contractor must follow NIST SP 800-37, 800-18, 800-30, 800-60, 800-53A, Federal Information Processing Standard (FIPS) 199 and 200, the associated DOI guides/templates, the DOI Security Test & Evaluation (ST&E) Guide, and the DOI Privacy Impact Assessment. NIST documents are available on the internet at http://csrc.nist.gov/publications/nistpubs/ FIPS documents are available on the internet at http://csrc.nist.gov/publications/nistpubs/. The contractor may request copies of DOI documents by contacting the Contracting Officer. The government reserves the right to conduct the ST&E using either Government personnel or an independent contractor. The contractor will take immediate and timely action to correct or mitigate any weaknesses discovered as necessary to bring the application or system into compliance with the above requirement. ☐ On-Site Contractor Support and Management of IT System or Off-Site Contractor Operation and Management of IT System The Contractor must maintain systems that are compliant with NIST SP 800-18, 800-30, 800-37, 800-53A, 800-60, Federal Information Processing Standard (FIPS) 199 and 200, the associated DOI guides/templates, the DOI Security Test & Evaluation (ST&E) Guide, and the DOI Privacy Impact Assessment. As required by the above, Major Applications and General Support Systems shall be certified and accredited (C&A) prior to going into production and re-accredited every three years or whenever there is a major change that affects security. C&A documents will be provided to the COR in both hard copy and electronic forms.

				NIST documents are available on the internet at http://csrc.nist.gov/publications/nistpubs/. The contractor may request copies of DOI documents by contacting the Contracting Officer. The government will reserve the right to conduct the ST&E, using either Government personnel or an independent contractor. The contractor will take immediate and timely action to correct or mitigate any weaknesses discovered as necessary to bring the application or system into compliance with the above requirement.
11	N/A for COTS HW & SW, User Access to USGS IT Systems (other than IT services), IT Support Services (User Level or greater access)	N/A	☐	Internet Logon Banner. The Contractor shall perform in accordance with clause "Security Requirements: Facility Access and Information Technology." ☐ Development or Maintenance of Custom Applications OR On-Site Contractor Support and Management of IT System OR Off-site Contractor Oversight and Management of IT System- Web-based applications developed or maintained under this contract must contain a USGS approved logon banner:https://portal.doi.net/CIO/ITPMgmt/Documents/IT Standards/IT Security/DOI Security Control Standards (based on NIST SP 800-53 Revision 3)/Access Control v1.4.pdf
12	N/A	☐	☐	**Incident Reporting.** The Contractor shall perform in accordance with contract clause "Security Requirements: Facility Access and Information Technology" - The contractor must report computer security incidents affecting DOI data or systems in accordance with the DOI Computer Incident Response Guide.
13	**YES**	☐	☐	**Quality Control.** All software or hardware purchased must be free of malicious code such as viruses, Trojan horse programs, worms, spyware, etc. Validation of this must be written into the contract.
14	N/A	N/A	☐	**Self-Assessment.** The Contractor shall perform in accordance with contract clause "Security Requirements: Facility Access and Information Technology" - The contractor must conduct an annual self-assessment in accordance with annual DOI guidance on all information systems in production.
15	N/A	☐	☐	**Vulnerability Analysis.** Vulnerability Analysis on USGS systems to which the Contractor may have access under this contract will be conducted by the Government or another of its contractors.

6	N/A	☒	☐	**Logon Banner.** Contractor employees who access DOI information systems must acknowledge a government-approved legal warning banner prior to logging on to the system. This includes contractor owned information systems hosting DOI data.
7	N/A	☒	☐	**Security Controls.** The Contractor shall perform in accordance with contract clause "Security Requirements: Facility Access and Information Technology" – The Contractor shall ensure compliance with the security control requirements of the current version of NIST SP 800-53, Rev.1, which are applicable to the security categorization of the data or system. FIPS 199 and the NIST SP 800-60 will be used to determine information types and security categorizations.
8	N/A	N/A	☐	**Contingency Plan.** The Contractor shall perform in accordance with contract clause "Security Requirements: Facility Access and Information Technology." For IT Support Services: The Contractor shall submit a contingency plan in accordance with NIST SP 800-34 and DOI IT Systems Contingency Plan Guide.

52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026) (DEVIATION APR 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.

(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): https://www.acquisition.gov/far/

Clause	Title	Date
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020 DEVIATION MAY 2026
52.204-13	System for Award Management Maintenance	OCT 2018 DEV MARCH 2026
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014 DEV MAR 2026
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	JAN 2025 DEVIATION MAY 2026
52.209-7	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018 DEVIATION MAY 2026
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015 DEVIATION MAY 2026
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services	NOV 2023 DEVIATION MARCH 2026
52.222-3	Convict Labor	JUNE 2003 DEVIATION MAY 2026
52.222-19	Child Labor—Cooperation with Authorities and Remedies	MARCH 2026 DEVIATION MAY 2026
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020 DEVIATION MAY 2026
52.222-50	Combating Trafficking in Persons, with its Alternate I	MAR 2015 DEVIATION MAY 2026
52.223-23	Sustainable Products and Services	MAY 2024 DEVIATION MAY 2026

52.225-1	Buy American-Supplies	OCT 2022 DEVIATION MAY 2026
52.225-3	Buy American-Free Trade Agreements-Israeli Trade Act	NOV 2023 DEVIATION MAY 2026
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.227-17	Rights in Data-Special Works	DEC 2007
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payment to Small Business Subcontractors	MAR 2023
52.233-1	Disputes	MAY 2014 DEVIATION MAY 2026
52.233-3	Protest After Award	AUG 1996 DEVIATION MAY 2026
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004 DEVIATION MAY 2026
52.240-91	Security Prohibitions and Exclusions	DEVIATION MAR 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services	OCT 2025 DEV 2026

(End of clause)

GS0199 Prevention of Malicious Code (JUN 2018)

(a) Definitions

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

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

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

(End of clause)

GS1374 Certificate of Maintainability (JUL 2001)

a) Equipment furnished herein must be delivered with a valid Certificate of Maintainability from the original equipment manufacturer (OEM). If such certificate is subject to a requirement for installation by the OEM, such installation may not commence until the OEM's representative is on site.

b) Prior to termination or expiration of this contract or removal from this contract of any equipment/system, the equipment shall be subjected to an inspection by the OEM. If the equipment/system is not in good electrical, mechanical, or operating condition upon inspection by the OEM, the contractor agrees to return the equipment/system to a level suitable for OEM maintenance or to reimburse the Government for any charges including, but not limited to, travel, parts, and labor required to return the equipment/system to

good mechanical, electrical, and operating condition as established by the OEM. Upon establishment by the OEM that the equipment/system is at a suitable level for OEM maintenance, the contractor shall submit, to the Government, a certificate of maintainability for each system/item of equipment.

(End of clause)

Electronic Invoicing and Payment Requirements - (IPP) (April 2013)

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:

Contractor-Generated, Itemized 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 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 with its proposal or quotation.

(End of clause)

GS1131 Unilateral Deobligation (MAY 2013)

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

(End of clause)

PROVISIONS

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

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

https://www.acquisition.gov/far/

52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements – Representation.	JAN 2017
52.204-7	System for Award Management.	NOV 2024 DEVIATION

		MAY 2026
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations – Representation.	NOV 2015 DEVIATION MAY 2026
52.212-1	Instructions to Offerors – Commercial Products and Commercial Services.	SEP 2023 DEVIATION MAY 2026
52.212-5	Evaluation—Commercial Products and Commercial Services	NOV 2021 DEVIATION MAY 2026
52.232-18	Availability of Funds	APR 1984

(End of provision)

52.216-1 Type of Contract (APR 1984) DEVIATION MAY 2026

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

BASIS OF AWARD

Award will be made to the lowest priced, technically acceptable offeror. The quote with the lowest price will be reviewed first and if that quote is found to be technically unacceptable, the next lowest quote will be reviewed and etc. To be considered technically acceptable, offeror shall provide technical brochures or specifications. These technical brochures or specifications must demonstrate the proposed equipment meets or exceeds all of the minimum characteristics listed above. All vendors must quote Authentic, Manufacturer certified/warranted products in original, intact manufacturer's packaging, no "Gray Market", counterfeit, or resale items shall be considered.

Brand Name Justification (Redacted)

1. **Contracting Agency and Activity.** The Department of the Interior, United States Geological Survey, Geological Hazards Team.
2. **Nature of Action Being Approved.** This justification seeks approval for a brand name purchase of a replacement Liebert Uninterruptible Power Supply (UPS) identical to the units currently deployed within the GHSC/NEIC data center. The action is to maintain continuity and redundancy of mission critical NEIC systems. NEIC's outage planning and operational continuity requirements—as reinforced during the NEIC outages SOPs discussion and supported in the linked SOPs for Outages document—demonstrate the operational sensitivity of NEIC infrastructure and the need for validated, consistent equipment
3. **Description of Supplies or Services.** The requirement is for a specific manufacturer and model of UPS (Liebert) that matches the unit presently supporting NEIC's real time seismic processing systems. The replacement unit will integrate with existing:
    - Rack mounted electrical infrastructure
    - Power distribution and load balancing configurations
    - Networked UPS monitoring and automated alerting systems
    - Redundant failover pathways supporting 24/7 seismic operations

NEIC infrastructure relies on predictable behavior from the existing Liebert UPS configuration. Mixing UPS brands or models would introduce unvalidated behaviors during critical events such as power interruptions or controlled outages, contradicting NEIC's established outage and continuity procedures documented in SOPs for Outages.

4. **Estimated Dollar Value.** (REDACTED)

5. Statutory Authority. The proposed action may be awarded through a Brand Name Justification in accordance with FAR 13.106-1.

6. Rationale Supporting Use of Citation in No. 5. The NEIC's seismic monitoring mission requires continuous, uninterrupted operation of real time systems. The following factors necessitate a brand name UPS replacement:

6.1 Mission Critical Redundancy Requirements

NEIC systems cannot tolerate unplanned downtime. The SOPs for Outages document—discussed in the NEIC outages SOPs meeting—establishes structured responses to outage scenarios and underscores the dependency on validated and predictable facility power equipment. Introducing a different UPS model risks incompatibility with existing contingency plans and response actions.

6.2 Existing Operational Configuration Requires Identical Hardware

The GHSC/NEIC data center operates matched UPS units for:

• Load sharing

• Battery lifecycle synchronization

• Monitoring system compatibility

• Failover consistency across power circuits

Changing UPS brands or models would require revalidating load characteristics, safety thresholds, network management integration, and battery runtime modeling—creating potential failure points during real time seismic activity or outage events.

6.3 Hazards Program and ANSS Requirements

The USP Earthquake Hazards Program and the Advanced National Seismic System (ANSS) mandate operational resilience and continuity for seismic data acquisition. Any unexpected power loss could degrade national level earthquake reporting or delay event notifications.

6.4 Operational Risk Reduction

Mixing different UPS types would complicate maintenance, increase failure risk during outages, and extend mean time to restore (MTTR). By contrast, matching the existing UPS ensures immediate compatibility and reduces risk to life safety related mission operations.

7. Other Information.

- • NEIC operations support national emergency response workflows and depend on uninterrupted data streams.
- • NEIC partners, including GHSC management and IT system SMEs, rely on standardized infrastructure as reflected in the SOPs for Outages content and the associated NEIC outages SOPs operational discussion.
- • Replacement of the UPS is part of lifecycle management to prevent degradation of power protection systems.

8. The Efforts to Identify Additional Sources Including the Market Research Conducted.

Market research included:

- Review of multiple UPS manufacturers through GSA Advantage and commercial product catalogs
- Assessment of form factor, load capacity, runtime, interface protocols, and management software compatibility
- Consultation with NEIC IT operations personnel and SMEs, who confirmed that only the current manufacturer's UPS model meets the technical and operational requirements for seamless integration
- Review of NEIC's power and outage procedures (SOPs for Outages) showing that current operational

processes are tied to known behaviors of the existing UPS brand/model

- No alternate manufacturer was found that meets all interoperability, monitoring, and redundancy requirements without re engineering NEIC's power systems or modifying validated operational procedures.

9. Actions to Overcome Barriers to Competition

The program office will:

- Continue monitoring the UPS market for emerging interoperable solutions
- Evaluate long term strategies for standardizing UPS monitoring interfaces independent of manufacturer specific implementations
- Conduct future needs analyses earlier in the lifecycle to allow competitive market research before components reach end of life
- Document operational requirements at the enterprise level to broaden potential vendor compatibility in future acquisitions

10. Recommendation and Certification from Program Office: (REDACTED)

11. Certifications and Approval from the Contracting Officer: (REDACTED)

12. Approvals (REDACTED)

Question Cutoff:

Questions relating to this solicitation shall be presented by e-mail to justice_pryor@ios.doi.gov not later than 12:00 PM (ES) on August 19th, 2026. Questions should be worded to avoid disclosing bid strategies or proprietary solutions. The Government will evaluate the questions, and if needed, an Amendment will be issued with the questions received and their associated answers. If further questions arise following the outcome of answers provided to initial questions, the Contracting Officer has sole discretion to determine if a new question closing date will be required. If a new question closing date is approved, an amendment will be posted.

Quotation Submission:

Quote packages are to be received in the contracting office no later than 5:00 P.M. (ES) on August 21st, 2026. Quotes are required to be submitted electronically via email to justice_pryor@ios.doi.gov. Do not mail your quote; only electronic quotes will be accepted. The Government reserves the right to cancel this solicitation at any time if necessary.