

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER
 NTIA0000-18-00133

PAGE 1 OF 49

2. CONTRACT NO.
 1331L519C13350044

3. AWARD/EFFECTIVE DATE
 JUN 28, 2019

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:



a. NAME
 Anthony Kram

b. TELEPHONE NUMBER (No collect calls)
 202-482-5676

8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY
 CODE **SSD1**
 Department of Commerce - Enterprise Services
 1401 Constitution Ave, NW
 HCHB Suite 200
 Washington DC 20230

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS
 HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS EDWOSB 8 (A)
 SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING
 14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO NATIONAL TEL. AND INFO. ADMIN
 CODE **NTIA6888**
 Room 6888, HCHB
 1401 Constitution Ave NW
 Washington DC DC 20230-

16. ADMINISTERED BY
 CODE **SSD1**
 Department of Commerce - Enterprise Services
 1401 Constitution Ave, NW
 HCHB Suite 200
 Washington DC 20230

17a. CONTRACTOR/ OFFEROR. CODE **00002037** FACILITY CODE
 NEUSTAR, INC.
 21575 RIDGETOP CIRCLE
 STERLING VA 20166
 CAGE: 3DXC3
 TIN: 522141938 DUNS: 112403295
 TELEPHONE NO. 2024822222

18a. PAYMENT WILL BE MADE BY CODE **NISTFSG**
 NIST ACCOUNTS PAYABLE OFFICE
 BLDG 101 ROOM A836 MS 1621
 100 BUREAU DRIVE
 GAITHERSBURG MD 20899-0001

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

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
Please	see continuation page for line item details. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA
 See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA 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: REF. _____ 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)
 Anthony Kram 202-482-5676

31c. DATE SIGNED
 JUN 28, 2019

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. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
PARTIAL	FINAL			

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

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 REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Accounting and Appropriation Data: 61.19.9120011.000.0011.010102000. 0400000000000000.25970000.000000 Cost Applied: \$0.00 This is a no-cost Government contract for Top Level Domain (TLD) registry management and maintenance of the .US internet Domain. All work under this contract shall be in accordance with the terms and conditions herein. The Contractor's proposal is incorporated by reference in this contract and is enforceable under the contract. Should any proposal statement conflict with the terms and conditions of this contract or the Performance Work Statement (PWS), the contract and PWS have precedence.				
0001	The Contractor shall provide the .us Top Level Domain (TLD) registry management services as described in this contract and the statement of work. Period of Performance: 08/29/2019 to 08/28/2021 Pricing Option: Firm-Fixed-Price	0.00	LO	0.00	0.00
1001	The Contractor shall provide the .us Top Level Domain (TLD) registry management services as described in this contract and the statement of work. Period of Performance: 08/29/2021 to 08/28/2023 Pricing Option: Firm-Fixed-Price	0.00	LO	0.00	OPT 0.00
2001	The Contractor shall provide the .us Top Level Domain (TLD) registry management services as described in this contract and the statement of work. Period of Performance: 08/29/2023 to 08/28/2025 Pricing Option: Firm-Fixed-Price	0.00	LO	0.00	OPT 0.00
3001	The Contractor shall provide the .us Top Level Domain (TLD) registry management services as described in this contract and the statement of work. Period of Performance: 08/29/2025 to 08/28/2027 Pricing Option: Firm-Fixed-Price	0.00	LO	0.00	OPT 0.00
4001	The Contractor shall provide the .us Top Level Domain (TLD) registry management services as described in this contract and the statement of work. Period of Performance: 08/29/2027 to 08/28/2029 Pricing Option: Firm-Fixed-Price	0.00	LO	0.00	OPT 0.00

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CLAUSES

Award -1

AWARD -1

GENERAL AWARD INFORMATION

AWARD NO. 1331L5-19-C-1335-0044

1. Contractor's Point of Contact:

Name: Charles Pekor
Telephone: 571-277-3636
Email: Charles.pekor@neustar.biz

2. Technical Point of Contact, if Applicable:

Name: Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Email: Click or tap here to enter text.

3. Contracting Officer's Representative (COR), if Applicable:

Name: Vernita Harris
Telephone: 202-482-4396
Email: vharris@ntia.gov

4. Designated Government Official:

- a. Technical POC/Administrative Officer
- b. COR/ACOR
- c. Contracting Officer

5. Additional Information:

Contracting Officer: Anthony Kram
Telephone: 202-482-5676
Email: akram@doc.gov
Contract Specialist: Jean Mann
Telephone: 202-482-6446
Email: jmann@doc.gov

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B. SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT TYPE

This is a fixed price, no cost contract. The Contractor will not receive any funding from the Government during the performance of this contract. Contractor consideration will be received through fees provided by applicants for .US domain registrations and other complimentary services.

B.2 COST/PRICE

The Contractor shall not charge the United States Government to perform the requirements of this Contract. The Contractor may establish and collect fees from third parties provided the fee levels are approved by the Contracting Officer and are fair and reasonable. If fees are charged, the Contractor shall base any proposed fee structure on the cost of providing the specific service for which the fee is charged and the resources necessary to monitor the fee driven requirements. The Contractor's fee structure is appended to this contract.

B.3 SCHEDULE

All work required under this contract shall be performed in accordance with is contract.

C. SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

The Contractor shall furnish the necessary personnel, materials, equipment, services, and facilities (except as otherwise specified) to perform the following Statement of Work (SOW)/Specifications.

C.1 BACKGROUND

C.1.1 The DOC's National Telecommunications and Information Administration (NTIA) is committed to preserving the stability and security of the Internet domain name system (DNS) and maintaining an Internet that is open for economic growth and innovation. One of the many ways that NTIA supports this commitment is through its role in supervising the administration of the contract for the operation of the United States country code top-level domain (usTLD or .us domain). The usTLD serves as a home for American business, individuals, and localities for the benefit of the nation's Internet community.

C.1.2 The usTLD has been managed under a series of contracts administered by the DOC since 2001. The current contract has been in place since 2014 and will expire February 28, 2019. The usTLD is composed of locality space and second-level registrations. The DOC intends to procure the services of a Contractor to manage, maintain, and operate the usTLD under NTIA's supervision, in accordance with Federal Acquisition Regulation (FAR) Part 12.

C.1.3 As of June 2018, the usTLD contained a total of 2,048,409 registered domain names, which include both second level registrations and 12,136 locality based domain names. Registrations in the locality space reflect the political geography of the United States based on two-letter state abbreviations and divided further into localities, including cities, counties, parishes, townships, or local names (e.g., Alexandria.va.us). In addition to geographical locality names, the usTLD also includes certain affinity names, for example, STATE, FED, K12, LIB, and NSN (Native Sovereign Nation) (e.g., Suquamish.nsn.us). Locality and affinity names collectively compose the "locality space." Individuals, organizations, and state and local governments received delegations to provide registry and registration services in the locality space. As of June 2018, approximately 374 known "delegated managers" supported a widely-distributed hierarchy within the usTLD. Prior to DOC's supervision of the usTLD, locality space delegations occurred without adequate records or service and technical requirements. To continue improvements and maintain the reliability and viability of the usTLD and locality space, the Contractor is required to maintain a delegated manager database and a WHOIS database. Delegated managers are required to execute an agreement with the Contractor that imposes certain technical and service requirements upon them, as well as maintain publicly accessible accurate WHOIS and dispute resolution procedures. The current delegated manager agreement also requires locality domain managers to execute contracts with the .us name holders it serves to ensure that these requirements and policies flow through to all .us name holders.

The Contractor shall serve as delegated manager at no cost for domain name holders whose delegated manager will not execute the required agreement or whose identity is unknown. Domain name holders who do not register any sub-domains or service any .us domain name holders must execute a locality name registration agreement. The Contractor shall provide free registry and registration services for localities without a delegated manager. DOC seeks proposals that continue the improvements to the locality space and further improve the management and structure of the usTLD locality space.

C.1.4 In 2001, the usTLD expanded its structure to allow second-level registrations directly beneath the usTLD (e.g., organization.us). To maximize competition for second-level registrations, the Contractor shall not provide registrar services in the second-level usTLD space (except as otherwise specified). As of June 2018, 158 accredited usTLD registrars served the second-level usTLD space. The Contractor may establish fees for related services (see C.3.2.1). DOC seeks proposals that would increase utilization of the second-level space beneath the usTLD in an effort to better mirror the naming structure and use of the global DNS and serve the needs of the usTLD community.

C.1.5 As part of the introduction of second-level domain name registrations, certain names including city, state and local names, Federal Government names, and others were reserved to ensure their availability to these entities. As registrar for these reserved names, the current contractor developed a registration process. At the conclusion of the limited registration of these names, the current contractor released (for registration by the public) all city, state, and government names not included on the permanent reservation list. In addition, prior to the release of the kids.us names for general registration, the current contractor reserved certain Federal Government names for registration by these government entities. The Contractor also serves as registrar for such names. DOC seeks proposals to maintain and manage the permanent reservations list and reservations registration system. DOC also seeks proposals that include processes to modify and update the management of the permanent reservations list to include, at a minimum, proposed processes for release of certain names where appropriate and proposed processes that would allow for operators of reserved names to transfer their names to accredited .us registrars other than the Contractor if they so choose.

C.1.6 The Dot Kids Implementation and Efficiency Act of 2002 (The Dot Kids Act) requires the initial and successor contractors to establish, maintain, and operate a second-level domain in the usTLD to provide a safe space on the Internet for children aged 13 and younger. Kids.us sites must comply with certain content standards and exclude hyperlinks that direct visitors away from the kids.us domain. Notwithstanding the February 2014 determination to suspend operation of kids.us domain under the current contract, DOC seeks proposals to rejuvenate the kids.us space to increase utilization, utility, and awareness of the kids.us domain.¹

¹ On February 25, 2014, NTIA determined that the kids.us domain was not serving its intended purpose as per the

C.1.7 As the Internet and the DNS have evolved, so has the Internet policy making environment. Along those lines, the Contractor shall develop and maintain a constructive relationship with the usTLD stakeholder community, including but not limited to, locality space domain name holders, delegated managers, and domain name registrants, and implement processes to ensure input into, and feedback on, the quality performance of the requirements of the usTLD contract. Therefore, DOC seeks proposals that include a multistakeholder process to facilitate consultation with stakeholders to propose, comment, and provide input into management of the usTLD. Any proposed mechanism for ongoing community consultation on matters related to management of the usTLD, including policy development, should reflect the tenets of the multistakeholder approach. The goals of the multistakeholder approach or process should, at a minimum, include ensuring that the needs of current usTLD domain name holders are considered, ensure stakeholders feel policies will enhance the user experience and utility of the usTLD space, and provide a platform for ongoing discussion of evolving and emerging DNS issues. The Contractor shall encourage the participation of delegated managers, locality registrants, second-level registrants, and all other interested usTLD stakeholders in any such process.

C.2 SCOPE OF SERVICES

C.2.1 The Contractor shall provide centralized management and coordination of registry, registrar (where specified), database, and information services for the usTLD. The usTLD provides a domain for American business, individuals, and localities and the locus for registering domain names for benefit and service of the Internet community in the United States. As such, the DOC intends the usTLD be available to a wide range of registrants. Accordingly, the Contractor must achieve the following:

C.2.1.1 Ensure community consultation on the management of the usTLD space by developing and implementing a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment, and provide input into the management of the usTLD, including policy development (see C.1.7).

C.2.1.2 Ensure that procedures and an accountability framework for delegation and administration of the usTLD support a more robust, certain, and reliable DNS.

C.2.1.3 Promote increased use of the usTLD, including kids.us, by the Internet community of the United States (including small businesses, consumers, not-for-profit organizations, and state and local governments), with a residence or bona fide presence in the United States by

Dot Kids Act (Dot Kids Implementation and Efficiency Act 2002, Pub. L. No. 107-317) and suspended operation of the kids.us domain until such time as NTIA determines that the domain can be operated as intended. Per statutory requirement this solicitation contains a requirement to operate the kids.us space.

introducing enhanced technical and other services, disseminating information about the usTLD, and improving registration and customer services.

C.2.1.4 Create a centrally administered and efficiently managed structure that ensures registrant and consumer confidence, and infrastructure stability by coordinating delegations and implementing other appropriate functions.

C.2.1.5 Create a stable, secure, and flexible usTLD environment that is attractive to both business and individual users; advances and encourages innovation, growth, and use of the space; and that will meet the future demands of potential registrants.

C.2.1.6 Ensure continued stability of the usTLD, particularly during transition from the current management structure to the Contractor's proposed structure and to any successor Contractor's structure.

C.2.1.7 Manage the usTLD consistent with established technical and administrative requirements.

C.2.1.8 Adequately protect intellectual property in the usTLD as developments in the second-level and the locality usTLD space may necessitate. In the event of further expansion of the usTLD space, the Contractor shall implement a "sunrise period" for qualified trademark owners to pre-register their trademarks as domain names prior to the wider registration for non-trademark owners and a dispute resolution procedure to address "cybersquatting" conflicts between trademarks and domain names in the usTLD.

C.2.1.9 Establish and maintain consistent communication between the Contracting Officer's Representative (COR) and the usTLD community (as referenced in C.1.7).

C.2.1.10 Abide by existing policy frameworks and best practices for the administration of ccTLDs (see C.5.1 (iv)) as well as participate in the Country Code Name Supporting Organization (ccNSO) and other related ccTLD policy organizations.

C.2.1.11 Consistent with this solicitation, promote robust competition within the usTLD, including registration services, to ensure greater choice and improved services for usTLD users.

C.3 DESCRIPTION OF SERVICES

C.3.1 The Contractor shall manage, maintain, and operate the usTLD under NTIA's supervision. The Contractor shall perform the required services for this acquisition as the prime Contractor, not as an agent or subcontractor. The Contractor may, however, provide the required services by coordinating the resources and services of entities other than the prime Contractor. The Contractor shall be: (a) incorporated in one of the fifty states of the

United States or the District of Columbia; or (b) organized under a law of a state of the United States or the District of Columbia.

C.3.1.1 The Contractor shall possess and maintain through the performance of this procurement a physical address within the United States and must be able to demonstrate that all primary registry services will remain within the United States (including the District of Columbia).

C.3.2 The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities to perform the requirements outlined in this Statement of Work without any cost to the U.S. Government.

C.3.2.1 On or after the effective date of this contract, the Contractor may establish and collect fees from third parties, other than the U.S. Government, for the requirements performed under this Contract. A possibility exists that the expenses incurred to perform the Contract may exceed the fees received during the base period or any option period of the Contract. The Contracting Officer shall approve such fees before they take effect, which approval shall not be unreasonably withheld and provided the fees are fair and reasonable.

C.3.2.2 In addition, the Contractor shall not implement any policies, procedures, rules, mechanisms, or execute any agreements or subcontracts in fulfillment of the Contract's requirements without the prior approval of the Contracting Officer, which approval shall not be unreasonably withheld.

C.4 CORE REGISTRY FUNCTIONS

C.4.1 The Contractor shall provide, at a minimum, the services listed below, although such services are not exhaustive of the requirements sought. The Contractor shall provide all systems, software, hardware, facilities, infrastructure, and operation for the following functions listed in C.4.2(i) – (xv), inclusive.

C.4.2 The Contractor shall:

- (i) Operate and maintain the primary authoritative server for the usTLD;
- (ii) Operate and administer a constellation of secondary servers for the usTLD;
- (iii) Compile, generate, and propagate the usTLD zone file(s);
- (iv) Maintain a publicly-accessible, accurate, and up-to-date registration (WHOIS) database for all usTLD registrations;
- (v) Maintain a publicly-accessible, accurate, and up-to-date registration (WHOIS) database of usTLD delegated managers and their associated delegated locality registrations;
- (vi) Establish a data escrow for usTLD zone file and domain name registration information, including all registration and delegated manager data;
- (vii) Comply with applicable Internet Engineering Task Force (IETF) RFCs, including RFC

- 1480, and Internet Corporation for Assigned Names and Numbers (ICANN) policies for the functions outlined herein;
- (viii) Promote awareness and increase registrations in the usTLD, including the second-level kids.us registration, and maintain a website with up-to-date policy and registration information for the usTLD;
 - (ix) Develop and distribute to registrars provisioning protocol software and procedures to facilitate a secure and efficient interface with the usTLD registry and provide technical support to such registrars;
 - (x) Perform annual technical compliance monitoring of locality delegees, and continually access zone file information for sub-delegees to compare the results with the centralized usTLD database to ensure the database is accurate and up-to-date;
 - (xi) Ensure customer support and satisfaction by implementing procedures, guides, training, and other methods, as well as maintaining an automated reporting of registrar and registrant interaction with the usTLD registry;
 - (xii) Ensure the security, reliability, and stability of the usTLD;
 - (xiii) Implement and support Domain Name System Security Extension (DNSSEC) for the usTLD;
 - (xiv) Serve as registrar for all reserved name registrations, including those in the kids.us second-level domain, and for all locality domains names not serviced by a delegated manager subject to an agreement with the Contractor. The Contractor will post a list of all reserved domains on a publicly-accessible website; and
 - (xv) Develop and implement a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment, and provide input into the management of the usTLD, including policy development (see C.1.7).

C.5 CORE POLICY REQUIREMENTS

C.5.1 The Contractor shall:

- (i) Implement United States Nexus Requirement. The Contractor shall operate the usTLD as a country code top level domain intended to serve the Internet community of the United States, including businesses, consumers, individuals, not-for-profit organizations, and state and local governments with a residence or bona fide presence in the United States. In addition to the current policy set forth in RFC 1480 requiring that usTLD domain name registrations be hosted on computers located within the United States, the Contractor must implement a United States nexus policy for the locality-based usTLD structure and the second-level usTLD space.
- (ii) Implement Registrar and Registrant Agreements. The Contractor shall establish contractual arrangements with all accredited usTLD registrars incorporating the requirements relating to usTLD policies such as nexus, WHOIS, and dispute resolution, and ensuring prompt, reliable, and effective technical and customer service. Such registrar agreements shall include a provision that will require registrars to offer DNSSEC services for new and renewed usTLD registrations. The Contractor shall

require that each accredited usTLD registrar implement a registrant agreement that requires each registrant to agree to all applicable usTLD policies.

- (iii) Implement a Uniform Domain Name Dispute Resolution Procedure and Sunrise Policy. The Contractor shall implement a uniform domain name dispute resolution procedure intended to resolve "cybersquatting" disputes in the usTLD. The Contractor may base such policy on other existing Uniform Domain Name Dispute Resolution Procedures and modify it as necessary to make such policy applicable to the usTLD specifically. The Contractor shall also implement a "sunrise period" for qualified trademark owners to pre-register their trademarks as domain names in the second-level usTLD space prior to the wider registration for non-trademark owners in the event future developments necessitate such action.
- (iv) Abide by Existing Policy Frameworks and Best Practices for the Administration of ccTLDs. The Contractor shall abide by existing policy frameworks in the principles and procedures for the delegation and administration of ccTLDs, such as RFC 1591 Domain Name System Structure and Delegation, the Governmental Advisory Committee (GAC) Principles and Guidelines for the Delegation and Administration of Country-Code Top Level Domains, any ccTLD related policies, and any further official clarification of these policies unless inconsistent with U.S. law or regulation or otherwise directed by the DOC.
- (v) Multistakeholder Consultation Process. The Contractor shall develop and implement a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment, and provide input into the management of the usTLD, including policy development (see C.1.7).
- (vi) Implement and enforce policies concerning:
 - (a) Data Rights and Use. The Contractor shall prohibit the use of registrant and other data obtained from registrars and delegated managers for purposes other than providing usTLD administration services;
 - (b) Publicly Accessible, Accurate, and Up-to-Date WHOIS Database. The Contractor shall implement a policy that addresses continued public access to accurate WHOIS information, including a prohibition of proxy and anonymous services offered by registrars, registrar affiliates and partners, and delegated managers. The Contractor shall regularly monitor the current practices of registrars and delegated managers to ensure compliance with this requirement;
 - (c) Reserved Domain Names. The Contractor shall implement a policy to manage a list of permanently reserved names not available for registration, and if appropriate, the release of certain names that are currently reserved (see C.1.5 above);
 - (1) The Contractor shall post a list of all reserved names on a publicly accessible website.
 - (d) Domain Name Transfers. The Contractor shall implement a mechanism that facilitates the transfer of a domain name registration from one usTLD registrar to another usTLD registrar at the request of the domain name registrant.
 - (e) Redemption Grace Period. The Contractor shall implement a policy that allows

registrants to restore domain name registrations within a reasonable time period after their expiration.

- (f) Domain Name Review. The Contractor shall implement a policy that allows the Contractor the right to reasonably refuse registration of any domain name in the usTLD.
 - (g) Registration Abuse. The Contractor shall implement a policy that prevents and combats abuses of the usTLD registration system including practices that harm, mislead, or confuse consumers and that misuse intellectual property in the usTLD. This policy may include methods to curb the misuse of automated registration technologies and the add/drop grace period; and
 - (h) Other Policies. The Contractor may propose such other policies, amendments to current policies in this section (C.5.1), or additional procedures or mechanisms as are necessary to fulfill the Contract's requirements and increase the use of, or otherwise facilitate continued improvement of the usTLD.
- (vii) Adhere to a Code of Conduct. The Contractor shall adopt a code of conduct requiring it to administer the usTLD impartially and without discriminating among or between eligible registrants, operate the usTLD in the public interest, and protect proprietary information of usTLD registrars.

C.6 LOCALITY-BASED USTLD STRUCTURE FUNCTIONS

C.6.1 The Contractor shall, at a minimum, incorporate the following into its policies and procedures for the locality-based usTLD structure:

- (i) Provide Service for Existing Delegees and Registrants.
 - (a) The Contractor shall provide service and support for existing delegees and registrants in the locality-based usTLD structure.
 - (b) The Contractor shall develop and implement a procedure and a mechanism to ensure all delegated managers abide by usTLD policies and maintain certain minimum technical and service requirements for the locality registrants each serves. This shall include, at a minimum, the following:
 - (1) The Contractor shall develop appropriate minimum technical and service requirements for delegated managers;
 - (2) The Contractor shall develop a mechanism that facilitates each delegated manager's compliance with usTLD policies and requirements;
 - (3) With the consent of DOC, the Contractor shall rescind the delegation for delegated managers unwilling to agree to or abide by the usTLD policies and maintain minimum technical and service requirements;
 - (4) The Contractor shall serve as the delegated manager for a locality space when the Contractor has rescinded the delegation for any delegated manager as described in (3) above or the delegated manager for that locality space voluntarily relinquishes its delegation or seeks to change its

- status to become a locality registrant;
- (5) The Contractor shall seek to identify all delegated managers and locality registrants that are currently unknown; and
 - (6) The Contractor may propose amendments to current policies, additional procedures and mechanisms to facilitate continued improvement, use and utility of the locality space.
- (ii) Provide Services for Undelegated Third Level Sub-Domains. The Contractor shall provide direct registry and registrar services for all other undelegated third-level locality sub-domains, including services for those names registered below CO (county) and CI (city) (e.g. Montgomery.co.us), and, undelegated affinity domains, such as those names registered below STATE, FED, K12, LIB, and NSN (e.g., agency.fed.us).
 - (iii) Maintain Modernized Locality-Based usTLD Processes. The Contractor shall maintain and update, as necessary, the existing automated locality-based usTLD delegation and registration process under the control of the usTLD administrator, including the electronic database of historical usTLD registration data.
 - (iv) Coordinate Locality-Based usTLD Users. The Contractor shall maintain a website for delegated managers, locality registrants, and other interested parties to provide information about the usTLD and to facilitate discussion of administrative, technical, customer service, and policy issues related to the operation and management of the locality-based usTLD structure.
 - (v) Maintain and Update WHOIS Database of usTLD Delegated Managers.
 - (a) The Contractor shall maintain, update, and make publicly available a database with current and verified contact information for all delegated managers in the usTLD, including locality-level and affinity second-level (where delegated) administrators and, where applicable, for all sub-delegations made by such locality-level or second level administrators.
 - (b) The WHOIS database shall support multiple string and field searching through a reliable, free, public, web-based interface.
 - (c) The WHOIS database shall, at a minimum, consist of the following elements:
 - (1) The name of the delegated manager;
 - (2) The Internet Protocol (IP) address of the primary nameserver and secondary nameserver(s) for the delegation;
 - (3) The corresponding names of such nameservers;
 - (4) The date of delegation;
 - (5) The name, postal address, e-mail address, and telephone and fax numbers of the delegated manager;
 - (6) The name, postal address, e-mail address, and telephone and fax numbers of the technical contact for the delegated manager;
 - (7) The name, postal address, e-mail address, and telephone and fax numbers of the administrative contact for the delegated manager;
 - (8) The website or other contact information through which the delegated manager accepts registrations under that delegation; and
 - (9) The nexus category for the delegated manager and each of the other contacts listed above in C.6.1(v)(c)(5)-(7).

- (vi) Maintain and Update Registrant WHOIS Database
 - (a) The Contractor shall maintain, update, and make publicly available a database with current and verified information for all locality-based usTLD registrants, including the registrants of delegated managers and, where applicable, registrants in delegated managers' sub-delegations.
 - (b) The WHOIS database shall allow multiple string and field searching through a reliable, free, public, web-based interface.
 - (c) The WHOIS database shall, at a minimum, consist of the following elements:
 - (1) The name of the registered domain;
 - (2) The IP address of the primary nameserver and secondary nameserver(s) for the registered domain name;
 - (3) The corresponding names of such nameservers;
 - (4) The name of the delegated manager for the registered domain (if any);
 - (5) The creation date of the registration;
 - (6) The name, postal address, e-mail address, and telephone and fax numbers of the domain name holder;
 - (7) The name, postal address, e-mail address, and telephone and fax numbers of the technical contact for the domain name holder;
 - (8) The name, postal address, e-mail address, and telephone and fax numbers of the administrative contact for the domain name holder; and
 - (9) The nexus category for the domain name holder and each of the other contacts listed above at C.6.1(vi)(c)(6)-(8).
- (vii) The Contractor shall establish a set of mechanisms to ensure the accuracy of WHOIS data obtained from the delegated managers and locality registrants. Such mechanisms shall include, at a minimum, periodic Contractor reviews, enforcement procedures, and an annual WHOIS report to the COR. These reports shall be provided to the Contracting Officer as deliverables under this Contract.

C.7 SECOND-LEVEL USTLD SPACE FUNCTIONS

C.7.1 The Contractor shall, at a minimum, incorporate the following into its policies and procedures for the second-level usTLD structure:

- (i) Maintain a Shared Registration System. The Contractor shall maintain a shared registration system by which an unlimited number of accredited competing registrars may register, transfer, and update domain names for their customers in the second-level usTLD space (i.e., example.us), as well as obtain technical support.
- (ii) Accredite usTLD Registrars. The Contractor shall implement a process for accrediting registrars to register names in the second-level usTLD. Such process shall include a contract with each accredited registrar prohibiting proxy and anonymous registration services.
- (iii) Technical Certification of usTLD Registrars. The Contractor shall implement a technical certification process for registrars in the second-level usTLD space.

- (iv) Other Policies. The Contractor may propose such other policies, or amendments to current policies in this section, or additional procedures and mechanisms as are necessary to fulfill the Contract's requirements and increase use of or otherwise facilitate continued improvement of the usTLD.
- (v) Maintain and Update the WHOIS Database.
 - (a) The Contractor shall maintain, update, and make publicly available the WHOIS database with current and verified contact information for all expanded usTLD registrations, including kids.us second-level domains. The Contractor shall operate the WHOIS database at the registry level (not at the level of individual accredited registrars).
 - (b) The WHOIS database shall allow multiple string and field searching through a reliable, free, public, web-based interface.
 - (c) The WHOIS database, at a minimum, shall consist of the following elements:
 - (1) The name of the second level domain registered;
 - (2) The IP address of the primary nameserver and secondary nameserver(s) for the registered domain name;
 - (3) The corresponding names of such nameservers;
 - (4) The creation date of the registration;
 - (5) The name, postal address, e-mail addresses, and telephone and fax numbers of the domain name holder;
 - (6) The name, postal address, e-mail address, and telephone and fax numbers of the technical contact for the domain name holder;
 - (7) The name, postal address, e-mail address, and telephone and fax numbers of the administrative contact for the domain name holder; and
 - (8) The nexus category for the domain name holder and each of the other contacts listed above at C.7.1(iv)(c)(5)-(7).
- (vi) The Contractor shall establish a set of mechanisms to ensure the accuracy of WHOIS data obtained from registrants. Such mechanisms shall include, at a minimum, periodic Contractor reviews, enforcement procedures, and an annual WHOIS report to the COR. These shall be provided to the Contracting Officer as Contract deliverables.
- (vii) The Contractor shall not serve as a registrar in the second-level usTLD space, unless otherwise noted in this Statement of Work.

C.8 ENHANCED USTLD FUNCTIONS

C.8.1 The Contractor shall maintain existing applications and develop and implement additional applications, public resource second-level usTLD domains, .us directory services, a usTLD search engine, and other functional enhancements to increase the visibility, utility, and value of the usTLD to its users.

C.8.2 Multistakeholder Consultation Process. The Contractor shall develop and implement a process using the multistakeholder approach to facilitate consultation with stakeholders to propose, comment, and provide input into management of the usTLD, including policy

development (see C.1.7). Any proposed mechanism for ongoing community consultation process should reflect the tenets of the multistakeholder approach. The Contractor shall encourage the participation of delegated managers, locality registrants, second-level registrants, and other interested usTLD stakeholders (as identified in C.1.7) in any such process (see C.1.7).

C.9 KIDS.US SECOND LEVEL DOMAIN FUNCTIONS

C.9.1. The Contractor shall maintain and operate the second-level kids.us domain as a safe place on the Internet for children aged 13 or younger as required by the Dot Kids Act.

C.9.2. The Contractor shall establish written content standards for the kids.us domain that ensure access is limited to material that is suitable for minors and not harmful to minors as the Dot Kids Act, as may be amended , defines such terms.

C.9.3. The Contractor shall establish rules and procedures for enforcement and oversight to minimize the possibility the kids.us domain provides access to content that violates the Contractor's standards and requirements as required by the Dot Kids Act.

C.9.4. The Contractor shall establish a process for removing from the kids.us domain any content that violates the Contractor's standards and requirements, as required by the Dot Kids Act.

C.9.5. The Contractor shall establish a process to provide registrants in the kids.us domain with an opportunity for prompt, expeditious, and impartial dispute resolution regarding any registrant material excluded from the kids.us domain.

C.9.6. The Contractor shall ensure the accuracy of the contact information submitted by registrants and retained by registrars in the kids.us domain by maintaining and updating the WHOIS database for such domain as described above (see section C.7).

C.9.7. The Contractor shall establish contracts with all kids.us registrars that provide for:

- (i) ensuring use of the kids.us domain will comply with the Contractor's standards and requirements for the domain;
- (ii) requiring a written agreement with each kids.us registrant ensuring use of the kids.us domain will:
 - (a) comply with the Contractor's standards and requirements for the domain;
 - (b) prohibit two-way and multi-user interactive services in the kids.us domain unless the registrant certifies to the registrar that such services will comply with the kids.us content standards developed by the Contractor and are designed to reduce the risk of exploitation of minors using such two-way and multi-user interactive services; and

- (c) prohibit hyperlinks in the kids.us domain that take such users outside the kids.us domain.
- (iii) incorporate usTLD policies including those relating to nexus, WHOIS, dispute resolution, and domain name review.

C.9.8. The Contractor shall submit an annual report to Congress on the Contractor's monitoring and enforcement procedures for the kids.us domain as required by the Dot Kids Act.

C.9.9. The Contractor shall maintain the current kids.us Reserved List and provide registrar services as needed for such names. This list shall include those names that were registered prior to the current suspension of registrations. The Contractor shall provide the opportunity to those entities that had existing registrations prior to the suspension to re-register those names prior to re-establishing this space.

C.9.10. The Contractor shall serve as Content Manager and is therefore responsible for reviewing content at the initial registration stage and perform ongoing content monitoring while the kids.us site is active.

C.9.11. The Contractor shall work with the U.S. Internet community, children's advocacy groups, and other interested parties to increase utilization of the kids.us domain by, among other things, promoting awareness of such domain.

C.10 LICENSE TO USE USTLD AND KIDS.US PROMOTIONAL MARKS.

The Contractor shall grant to DOC a worldwide, non-exclusive, non-transferable, right to use any of the usTLD and kids.us logos, slogans, or other promotional marks developed by the Contractor in performance of this contract.

C.11 CONFLICT OF INTEREST REQUIREMENTS

C.11.1 The Contractor shall take measures to avoid any activity or situation that could compromise, or give the appearance of compromising, the impartial and objective performance of the Contract (e.g., a person has a conflict of interest if the person directly or indirectly appears to benefit from the performance of the Contract). The Contractor shall maintain a written, enforced conflict of interest policy that defines what constitutes a potential or actual conflict of interest for the Contractor. At a minimum, this policy must address conflicts based on personal relationships or bias, financial conflicts of interest, possible direct or indirect financial gain from Contractor's policy decisions, and employment and post-employment activities. The conflict of interest policy must include appropriate sanctions in case of non-compliance, including suspension, dismissal and other penalties. (See also the clause at H.8 Organizational Conflict of Interest).

C.12 SECURITY REQUIREMENTS

C.12.1 Secure Systems. The Contractor shall install and operate computing and communications systems in accordance with best business and security practices. The Contractor shall implement authenticated communications between it and its customers when performing all requirement of this Contract and shall document such practices and the configuration of all systems.

C.12.2 Secure Systems Notification. The Contractor shall implement and thereafter operate and maintain a secure notification system that is, at a minimum, capable of notifying all relevant stakeholders of such events as outages, planned maintenance, and new developments. In all cases, the Contractor shall notify the COR of any outages.

C.12.3 Secure Data. The Contractor shall ensure the authentication, integrity, and reliability of the data in performing all requirements of this contract.

C.12.4 Computer Security Plan. The Contractor shall develop and implement a computer security plan. The Contractor shall also update such plan annually and deliver such plan to the COR.

C.12.5 Director of Security. The Contractor shall designate a Director of Security, who shall be responsible for ensuring technical and physical security measures, such as personnel access controls. The Contractor shall provide the name of the designee prior to contract award and this person shall be designated as Key Personnel in the proposal. The Contractor shall notify and consult with the COR before changing personnel in this position in accordance with the Key Personnel Clause of this contract.

C.13 REPORTING REQUIREMENTS

C.13.1 Periodic Progress Reports. The Contractor shall propose a plan to, where appropriate, make reports publicly available unless prohibited due to proprietary business, security, technical, or privacy concerns or as otherwise prohibited by this Contract or by DOC.

C.13.2 Monthly Performance Progress Report. For the full period of the contract, the Contractor shall prepare and submit monthly written progress reports to the COR (no later than 15 calendar days following the end of each month) that contain both statistical and narrative information detailing the Contractor's progress towards meeting the Contract requirements.

C.13.2.1 Progress reports shall include the status of all major events, as well as major work performed during the reporting period, including technical status, problems encountered,

service outages or disruptions (if any), accomplishments and complications experienced in fulfilling the contract requirements, and projected significant changes, if any, related to the Contract requirements.

C.13.2.2 Reports must be submitted in such detail and form as the COR requires. Reports shall also provide performance data related to operation of the usTLD including, but not limited to, the following: the total number of registry transactions; the total number of registered domain names, the number of new, transferred or deleted registrations in the usTLD (including cumulative registrations over time); the number of delegated managers and changes in delegated managers in the locality-based usTLD space; the number of registrars accredited to register names in the second-level usTLD space, including the operational status of those registrars; the number of kids.us registrations, active sites, and any violations of Contractor's kids.us content standards; and any updates or modifications to the shared registration system made by the Contractor.

C.13.3 Revenue Financial Report. Within 30 days of the conclusion of the Contract's base period and each option period, the Contractor shall submit an uncertified financial report of the revenues received and expenses incurred in performing the Contract.

C.13.4 Final Report. The Contractor shall prepare and submit, within 60 days after the conclusion of the Contract, a final report on the usTLD that documents standard operating procedures, including a description of the techniques, methods, software, hardware, and tools employed in performing the requirements of this contract.

C.13.5 Security Audit Data and Reports. The Contractor shall generate and retain security process audit data and provide an annual audit report to the Contracting Officer and COR. The Contractor shall also provide to the Contracting Officer and COR specific audit data upon request.

C.13.6 Annual WHOIS Accuracy Report. The Contractor shall prepare and submit an annual WHOIS accuracy report. This report should include a statistical summary of the Contractor reviews and actions taken to correct inaccuracies reported and discovered.

C.13.7 Conflict of Interest Report. The Contractor shall develop and publish, subject to applicable laws and regulations, an annual Conflict of Interest Enforcement and Compliance Report. The report shall describe major events, problems encountered, and changes, if any, related to Section C.11.

C.14 INSPECTION AND ACCEPTANCE

The COR will perform final inspection and acceptance of all deliverables and reports articulated in Section C.13. Prior to publication/posting of reports (in the manner to be

determined pursuant to Section C.13.1), the Contractor shall obtain approval from the COR. The COR shall not unreasonably withhold approval.

C.15 TRANSITION TO SUCCESSOR CONTRACTOR

In the event the DOC selects a successor contractor, the Contractor shall ensure an orderly transition while maintaining continuity and security of operations. The plan for transition from the existing registry to a successor registry shall be submitted to the COR one (1) year after date of contract award, reviewed annually, and updated as appropriate.

E. SECTION E INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

E.2 CLAUSES INCORPORATED IN FULL TEXT

1352.246-70 PLACE OF ACCEPTANCE (APR 2010)

(a) The Contracting Officer or the duly authorized representative (see C.14) will accept supplies and services to be provided under this contract. (b) Unless otherwise designated by the COR, the place of acceptance will be:

U.S Department of Commerce – NTIA Office of International Affairs
1401 Constitution Avenue, NW, Room 4701
Washington, DC 20230

F. SECTION F - DELIVERIES AND PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

52.242-15 STOP-WORK ORDER (AUG 1989)

F.2 CLAUSES INCORPORATED IN FULL TEXT

1352.270-70 PERIOD OF PERFORMANCE (APR 2010)

(a) The base period of performance of this contract is from August 29, 2019 through August 28, 2021. If an option is exercised, the period of performance shall be extended through the end of that option period.

(b) The option periods that may be exercised are as follows:

Period	Start Date	End Date
Option I	August 29, 2021	August 28, 2023
Option II	August 29, 2023	August 28, 2025
Option III	August 29, 2025	August 28, 2027
Option IV	August 29, 2027	August 28, 2029

(c) The notice requirements for unilateral exercise of option periods are set out in FAR 52.217- 9.

F.3 PLACE OF PERFORMANCE

The Contractor shall perform all work at the Contractor's facilities.

F.4 DISTRIBUTION OF DELIVERABLES

The Contractor shall submit one (1) copy each to the CO and COR.

F.5 DELIVERABLES

F.5.1 The following are regarded as deliverables in accordance with Statement of Work that shall be provided to the CO and COR during the course of performing this contract:

Clause No.	Clause	Deliverable	Due Date
C.13.1	Periodic Progress Reports	Periodic Progress Reports	
C.13.2	Monthly Performance Progress Report	Reports containing both statistical and narrative information, as described in C.13.2.1-C.13.2.2, detailing the Contractor's progress towards meeting the contract requirements.	Monthly. Reports are due to no later than 15 calendar days following the end of each month.
C.13.3	Revenue Financial Report	An uncertified financial report of the revenues received and expenses incurred under the contract.	Within thirty (30) days of the conclusion of the contract's base period and each option period.
C.13.4	Final Report	A final report on the usTLD that documents standard operating procedures, including a description of the techniques, methods, software, hardware, and tools employed in performing the requirements of this contract.	60 days following the conclusion of the contract.
C.13.5	Security Audit Data and Reports	The Contractor shall generate and retain security process audit data and provide an annual audit report to the DOC's CO and COR.	Annually (starting one (1) year after contract award) and upon request of the CO and COR
C.13.6	Annual WHOIS Accuracy Report	Report should include a statistical summary of the Contractor reviews and actions taken to correct inaccuracies reported and discovered. (C.6.1.vii and C.7.1.v)	Annually starting one (1) year after contract award.
C.13.7	Conflict of Interest Report	The report shall describe major events, problems encountered, and any changes, if any, related to Section C.11.	Annually starting one (1) year after contract award.
C.15	Transition to Successor Contractor	Plan for the transition from the existing registry and the transition to a successor registry.	One year after Contract award. Report will be reviewed annually and updated as appropriate.

Clause No.	Clause	Deliverable	Due Date
C.9.8	Annual kids.us Report to Congress	An annual report to Congress on the Contractor's monitoring and enforcement procedures for the kids.us domain as the Dot Kids Act, as may be amended, requires.	Annually. *The Contractor will submit the Report for informational purposes to the COR 3 days before submitting to Congress.

F.5.2 DELIVERABLES FORMAT. The Contractor shall submit all deliverables via email attaching the deliverable in Microsoft Word or such other format(s) as the CO or COR may require.

F.6 GOVERNMENT RIGHTS TO DELIVERABLES

All deliverables provided under this contract become the property of the U.S. Government.

F.7 GOVERNMENT REVIEW OF DELIVERABLES

The Government will review all deliverables and determine acceptability. Any deficiencies shall be corrected by the Contractor and resubmitted to the Government within ten (10) workdays after notification.

F.8 REQUIRED DELIVERABLES

The Contractor shall transmit all deliverables so the deliverables are received by the parties listed above on or before the indicated due dates.

F.9 MEETINGS

The Contractor shall attend all monthly scheduled program reviews and site visits will occur annually.

G. SECTION G - CONTRACT ADMINISTRATION DATA

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the Department of Commerce and the Contractor. Individuals listed in this contract will be the Department of Commerce points of contact during the performance of the contract.

G.1 CLAUSES INCORPORATED IN FULL TEXT

1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)

(a) Vernita D. Harris is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract.

The COR is located at:
National Telecommunications and Information Administration
1401 Constitution Avenue, NW
Washington, DC 20230

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

G.2 PAYMENT – (FIRM FIXED PRICE)

Payment of the prices delineated in this contract will be made after DOC's inspection and acceptance of the deliverables and receipt of a proper invoice.

Contractor Payment is not authorized under this contract. This is a no cost to the United States Government contract.

H. SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE

1352.237-71 SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS (APR 2010)

1352.239-72 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES (APR 2010)

H.2 CLAUSES INCORPORATED IN FULL TEXT

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

1352.208-70 RESTRICTIONS ON PRINTING AND DUPLICATING (APR 2010)

(a) The contractor is authorized to duplicate or copy production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 production units in the aggregate of multiple pages. Such pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. A "production unit" is one sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink. Production unit requirements are outlined in the Government Printing and Binding Regulations.

(b) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example, necessary forms and instructional materials used by the contractor to respond to the terms of the contract).

(c) Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (a) of this clause are unallowable without prior written approval of the Contracting Officer. If the contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating or copying, it shall immediately provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with FAR 8.802.

(d) The contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (a) of this clause, a provision substantially the same as this clause, including this paragraph (d).

1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (APR 2010)

(a) The contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the contractor's possession, to those employees needing such information to perform the work described herein, *i.e.*, on a "need to know" basis. The contractor agrees to immediately notify the Contracting Officer in writing in the event that the contractor determines or has reason to suspect a breach of this requirement has occurred.

(b) The contractor agrees that it will not disclose any information described in subsection (a) to any person unless prior written approval is obtained from the Contracting Officer. The

contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

1352.209-73 COMPLIANCE WITH LAWS (APR 2010)

The contractor shall comply with all applicable laws, rules and regulations which deal with or relate to performance in accord with the terms of the contract.

1352.209-74 ORGANIZATIONAL CONFLICT OF INTEREST (APR 2010)

(a) Purpose. The purpose of this clause is to ensure that the contractor and its subcontractors:

- (1) Are not biased because of their financial, contractual, organizational, or other interests which relate to the work under this contract, and
- (2) Do not obtain any unfair competitive advantage over other parties by virtue of their performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor, its parents, affiliates, divisions and subsidiaries, and successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(c) Warrant and Disclosure. The warrant and disclosure requirements of this paragraph apply with full force to both the contractor and all subcontractors. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, and that the contractor has disclosed all relevant information regarding any actual or potential conflict. The contractor agrees it shall make an immediate and full disclosure, in writing, to the Contracting Officer of any potential or actual organizational conflict of interest or the existence of any facts that may cause a reasonably prudent person to question the contractor's impartiality because of the appearance or existence of bias or an unfair competitive advantage. Such disclosure shall include a description of the actions the contractor has taken or proposes to take in order to avoid, neutralize, or mitigate any resulting conflict of interest.

(d) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if the Contracting Officer deems such termination necessary to

avoid, neutralize or mitigate an actual or apparent organizational conflict of interest. If the contractor fails to disclose facts pertaining to the existence of a potential or actual organizational conflict of interest or misrepresents relevant information to the Contracting Officer, the Government may terminate the contract for default, suspend or debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) Subcontracts. The contractor shall include a clause substantially similar to this clause, including paragraphs (f) and (g), in any subcontract or consultant agreement at any tier expected to exceed the simplified acquisition threshold. The terms "contract," "contractor," and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

(f) Prime Contractor Responsibilities. The contractor shall obtain from its subcontractors or consultants the disclosure required in FAR Part 9.507-1, and shall determine in writing whether the interests disclosed present an actual, or significant potential for, an organizational conflict of interest. The contractor shall identify and avoid, neutralize, or mitigate any subcontractor organizational conflict prior to award of the contract to the satisfaction of the Contracting Officer. If the subcontractor's organizational conflict cannot be avoided, neutralized, or mitigated, the contractor must obtain the written approval of the Contracting Officer prior to entering into the subcontract. If the contractor becomes aware of a subcontractor's potential or actual organizational conflict of interest after contract award, the contractor agrees that the Contractor may be required to eliminate the subcontractor from its team, at the contractor's own risk.

(g) Waiver. The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the contractor may at any time seek a waiver from the Head of the Contracting Activity by submitting such waiver request to the Contracting Officer, including a full written description of the requested waiver and the reasons in support thereof.

1352.231-71 DUPLICATION OF EFFORT (APR 2010)

The contractor hereby certifies that costs for work to be performed under this contract and any subcontracts hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The contractor also certifies and agrees that any and all work performed under this

contract shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the contractor, whose responsibility it will be to account for it accordingly.

1352.237-75 KEY PERSONNEL (APR 2010)

(a) The contractor shall assign to this contract the following key personnel (may provide additional):

Judy Song	Program Manager
Charles Pekor	Contracts Manager

(b) The contractor shall obtain the consent of the Contracting Officer prior to making key personnel substitutions. Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved by the Contracting Officer.

(c) Requests for changes in key personnel shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

H.3 HARMLESS FROM LIABILITY

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the Contractor, or any subcontractor, their employees, and agents.

H.4 CONTRACTOR IDENTIFICATION RESPONSIBILITIES

(a) All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties, are required to identify themselves as such to avoid creating an impression in the minds of the public that they are Government officials.

(b) All documents or reports produced by the Contractor shall be suitably marked as Contractor products or that Contractor participation is appropriately identified.

H.5 NOTICE REQUIREMENT

The Contractor shall immediately inform the Contracting Officer and the Contracting Officer's Representative in the event that the Contractor's Chairman of the Board of Directors initiates any investigation by an independent auditor of potential corporate insolvency.

H.6 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

(a) Interim and final evaluations of Contractor performance will be prepared on this contract in accordance with FAR 42.1502 and CAM 1342.15. The final performance evaluations will be prepared at the time of completion of work.

(b) The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The Contractor will be permitted 30 calendar days to respond unless an extension for an additional 30 days is requested in writing to the Contracting Officer. Contractor response is voluntary. If the Contractor does not respond within 30 days (60 days if extension is requested), the Government will presume that the Contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.

(c) Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

(d) The DOC EAO utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS hosts a suite of web-enabled applications that are used to document Contractor performance information that is required by Federal Regulations.

(e) The CPARS module assesses performance on contracts for Systems, Services, Information Technology, and Operations Support. CPARS reference material can be accessed at <http://www.cpars.gov/>. The registration process requires the Contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the Contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. After the DOC Contract Specialist registers the contract in CPARS, the Contractor will receive a system generated e-mail notifying him/her that the

contract is registered. A system generated e-mail will also provide the Contractor with a User ID if the person does not already have a CPARS User ID.

(f) Once a performance evaluation has been prepared and is ready for comment, the Contractor representative will receive a system generated e-mail notification that the performance evaluation is electronically available for review and comment. The Contractor representative will receive an automated e-mail whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS. Contractors may access evaluations at <http://www.cpars.gov/> for review and comment in CPARS.

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

- 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017)
- 52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)
- 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

I.2 CLAUSES INCORPORATED IN FULL TEXT

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (AUG 2018)

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

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (3) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (4) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

- ___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

- ___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ___ (5) [Reserved].
- ___ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- ___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ___ (10) [Reserved].
- ___ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- ___ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (Jan 2011) of [52.219-4](#).
- ___ (13) [Reserved]
- ___ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Oct 1995) of [52.219-7](#).

- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___ (16) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2017) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- ___ (v) Alternate IV (Nov 2016) of [52.219-9](#).
- ___ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (Jan 2017) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- XX** (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- XX** (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
- XX** (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- XX** (28) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- XX** (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).

- XX** (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- XX** (31) [52.222-37](#), Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ___ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- XX** (34) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (38)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of [52.223-13](#).
- ___ (39)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of [52.223-14](#).
- XX** (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).
- ___ (41)(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of [52.223-16](#).

XX (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

__ (43) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

__ (44) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).

XX (45)(i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).

__ (ii) Alternate I (JAN 2017) of 52.224-3.

__ (46) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

__ (47)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I (May 2014) of [52.225-3](#).

__ (iii) Alternate II (May 2014) of [52.225-3](#).

__ (iv) Alternate III (May 2014) of [52.225-3](#).

__ (48) [52.225-5](#), Trade Agreements (Oct 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

XX (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

__ (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

__ (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

___ (54) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

XX (55) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (56) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (57) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

XX (58) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (59) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017)([15 U.S.C. 637\(d\)\(12\)](#)).

___ (60)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

___ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)([E.O. 13495](#)).

___ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

___ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

___ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

XX (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

___ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

___ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

___ (11) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.219-8](#), Utilization of Small Business Concerns (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iv) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
- (v) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
- (vi) [52.222-26](#), Equal Opportunity (Sept 2016) (E.O. 11246).
- (vii) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
- (viii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (ix) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C. 4212](#))
- (x) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xi) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (xii)
 - __ (A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O 13627).
 - __ (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (xiii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xiv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvi) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xviii)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xix) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xx) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least 10 days before the contract completion.

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 any time prior to contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 **126** months.

52.252-2 CLAUSES INCLUDED 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>

