

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1089172		PAGE OF 1 15	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE 05/22/2023		4. ORDER NUMBER 1240LR23P0031		5. SOLICITATION NUMBER 1240LR23Q0051	
6. SOLICITATION ISSUE DATE 03/29/2023		7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME PAMELA BRANDE		b. TELEPHONE NUMBER (No collect calls) 276-701-9178	
8. OFFER DUE DATE/LOCAL TIME MT		9. ISSUED BY USDA-FS CSA INTERMOUNTAIN 6 324 25TH ST OGDEN UT 84401-2310		CODE 40LR		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 336991 SIZE STANDARD: 1,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO USDA FOREST SERVICE BOISE NATIONAL FOREST WAREHOUSE 1918 COMMERCE AVENUE BOISE ID 83705-5313		CODE 0260		16. ADMINISTERED BY USDA-FS CSA INTERMOUNTAIN 6 1249 S VINNELL WAY STE 200 ATTN PAMELA BRANDE BOISE ID 83709-1663		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR FULLCIRCLE SOLUTIONS LLC ATTN CANDACE DURDEN 5749 LITTLE OAK TRL STONE MOUNTAIN GA 30087-2978 TELEPHONE NO. 404-840-5282		CODE 1107616419# FACILITY CODE		18a. PAYMENT WILL BE MADE BY INVOICE PROCESSING PLATFORM IPP ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV		CODE IPP	
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Delivery: 240 Days After Award Accounting Info: FMMI Account: FS00.0412WF319722 BOC: 3155  PRO 650 Patriot RMK - Polaris Snowmobile for fleet addition EN3197 w/accessories per specs requested  The "Submit Invoice-to" address for USDA orders is the Department of Treasury's Invoice Processing Platform (IPP). The contractor must (Use Reverse and/or Attach Additional Sheets as Necessary)			1	EA	15,660.00	15,660.00
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$15,660.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: 1240LR23Q0051 OFFER DATED 04/10/2023. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Candace Durden/CEO		30c. DATE SIGNED 5/24/23		31b. NAME OF CONTRACTING OFFICER (Type or print) REBECCA A. MARTINEZ		31c. DATE SIGNED 5/22/23	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>follow the instructions on how to register and submit invoices via IPP as prescribed in the previous communications from USDA and Treasury. All invoices are to be submitted via the electronic Invoice Processing Platform. This is a mandatory requirement initiated by the U.S. Department of Treasury and you can find more information at this website <a href="https://www.ipp.gov/index.htm">https://www.ipp.gov/index.htm</a>. Please make sure that your company has registered at <a href="https://www.ipp.gov/vendors/enrollment-vendors.htm">https://www.ipp.gov/vendors/enrollment-vendors.htm</a> to establish your account.</p> <p>The total amount of award: \$15,660.00. The obligation for this award is shown in box 26.</p>				

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  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	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
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**Schedule of Items/Price Schedule**

*Project Description:* Snowmobile Machine 600cc Class, fuel injected engine per specs

*Vendor Name:* FULLCIRCLE SOLUTIONS LLC *Vendor UEI:* EJSFABF3TB57

<i>Item</i>	<i>Supplies/Services</i>	<i>Qty</i>	<i>Unit of Issue</i>	<i>Unit Price</i>	<i>Total Price</i>
0001	PRO PATRIOT RMK – POLARIS w/accessories per spec requested	1	EA	\$15,660.00	\$15,660.00
	<b>TOTAL</b>				\$15,660.00



The PRO RMK delivers precision and control aboard the rider-first RMK Matryx platform. Purpose built for dynamic deep snow riding, the PRO RMK features effortless control and deep snow performance with the smooth and powerful 650 Patriot.

**Includes**

- Engine: 650 Patriot

- Drive System Type: QuickDrive (2.6"), QuickDrive2 (2.75")
- Front Shock: WER® Light
- Front Suspension: RMK React
- Front Track Shock: WER® Light
- Rear Track Shock: WER® Light
- Track Width/Length/Height: 15 x 155 x 2.6" Series 6, 15 x 155 x 2.75" Series 8
- **Features**
  - Effortless Control: Matryx RMK platform features a next-level rider interface. A sculpted cockpit, narrow seat and tapered tunnel combine to deliver superior rider connection delivering ultimate control in all terrain.
  - Matryx RMK Platform: The all-new RMK Matryx platform is uniquely designed for dynamic deep snow riders. The all-new seat, tank, console, footwells, and bodywork are narrower and allow the rider to move around them seamlessly.
  - RMK React Suspension: The RMK React Suspension provides riders with the most precise and effortless ride in the deep snow. Effortlessly initiate sidehills and experience less fatigue with the most predictable ride. It includes a 36"-38" stance, a sway bar designed for predictable handling, and forged a-arms and spindles optimized for strength and durability.
  - PRO RMK Rear Suspension: The lightweight, rigid rear suspension design features revised geometry to control pitch. This improves weight transfer, delivering better control and a more compliant ride. The rigid suspension delivers power directly to the snow. Off-trail, riders will notice improved weight transfer while maintaining the approach angle. On-trail, riders will notice a more compliant and comfortable ride. The rear suspension features a rail design that helps lift the rear skid while driving it forward.
  - Unmatched Deep Snow Performance: The patented architecture of the RMK Matryx delivers instantaneous lift and lightning fast response. The tapered low drag tunnel and Polaris-exclusive tracks lift the lightweight chassis on top of the snow, and the low-inertia QD2 drive system creates industry-leading response.
  - Matryx Raised Platform: The raised RMK Matryx platform increase clearance and reduces drag to keep you on top of the snow. It is purpose-built for mountain riding and allows for improved sidehilling, faster and easier climbing, and instantaneous lift allowing the sled to pop onto the snow faster.
  - Tapered Tunnel: The all-new RMK Matryx features a tapered, sculpted tunnel to reduce drag through the snow, allowing for superior control and performance in steep terrain and deep snow conditions.
  - Patriot Powered Engine Choices: The proven Patriot Engine architecture delivers outstanding durability, refined run quality, and an instant throttle response.
  - Advanced Technology: With innovation built around the rider, the RMK Matryx platform takes you places you only dream about. From the centralized cooling system to the QD2 drivetrain and the integration of the

available 7s Display with Ride Command, the RMK Matryx is the most advanced sled on the mountain.

- Centralized Cooling System: The all-new centralized cooling system on the RMK Matryx platform delivers improved cooling capability while reducing snow and ice build up.
- 7S Display with Ride Command - Accessory: Plan, track, and share your ride with the industry-leading 7S Display with Ride Command Technology. Available as an accessory for the PRO RMK, the 7-inch glove touch display is purpose built for snowmobiles, with on board diagnostics, trail maps, points of interest, and vehicle to vehicle Group Ride technology to see your ride group with or without cell coverage.
- Walker Evans Racing Suspension: The WER® Monotube Impact-Extruded Shocks are the lightest weight shock option from Polaris for those riders counting the ounces. The one-piece, simple design is lightweight yet durable.
- **Engine & Drivetrain**
  - Bore x Stroke: 74.8 mm x 74 mm
  - Cylinders Displacement: 2 - 650 cc
  - Disc Brake Type: RMK® LWT
  - Drive System Type: QuickDrive™
  - Drive/Driven Clutch: P-85 / TEAM® LWT
  - Engine Type / Cooling: Liquid Cooled
  - Exhaust: Single, 3 Stage VES
  - Fuel System: Cleanfire® Injection
  - Ignition: Patriot™ 3DS

## Dimensions

- Estimated Dry Weight: 429.5 lb (194.8 kg)
- Fuel Capacity: 11 gal (41.6 L)
- Overall Height: 53 in (1346 mm)
- Overall Length: 135.1 in (343.2 cm)
- Overall Width: 43.4 in (110.3 mm)
- Person Capacity: 1
- Ski Center Distance: 36 - 37 - 38 in (91.4 - 93.9 - 96.5 cm)

## Suspension

- Front Shocks: WER® Light
- Front Suspension: RMK® React™
- Front Track Shock: WER® Light
- Front Travel: 9 in (22.9 cm)
- Rear Suspension: MATRYX RMK
- Rear Track Shock: WER® Light
- Rear Travel: 16 in (40.6 cm)

- Ski Type: Gripper
- Track Width / Length / Height (in): 15 x 155 x 2.6" Series 6 / 15 x 155 x 2.75" Series 8

### **Additional Features**

- 12V Outlet / RCA: Accessory
- Electric Start: Option
- Fuel Gauge: Electronic
- Hand & Thumb Warmers: Standard
- Handlebar Type: Low-Rise ProTaper, Mid-Rise ProTaper, High-Rise ProTaper
- Heated Passenger Grips: N/A
- Mirrors: Accessory
- Passenger Seat: N/A
- Rear Rack/Tow Hitch: N/A
- Reverse: PERC®
- Riser Type: N/A
- Seat Type: MATRYX PRO-LITE
- Security System: Option
- Speedometer: Polaris® MessageCenter Gauge
- Storage: Standard
- Tachometer: Polaris® MessageCenter Gauge
- Temp/Low Oil Light: Polaris® MessageCenter Gauge
- Windshield: Bezel only, Low, Mid Smoke

### **Description of Requirement (item requested)**

The new snowmobile would be traveling in mountainous terrain through deep snow regularly off groomed trails requiring a certain level of capability.

#### *Specifications needed:*

- 600cc class, fuel injected engine
  - Liquid cooled
  - Twin Cylinder
  - Machine reversing function
- Electronic start
- Minimum 9 gallon fuel tank/1/2 gallon oil tank
- 154 inch length/16 inch wide/1.5 inch deep track



- Maximum 500 pound dry weight
- Straight aluminum handlebar with J-hooks/grab handle
  - Heated hand grips and throttle (thumb) lever
- Telescopic front suspension for deep snow
- Low windshield with side deflectors
- Front bumper
- Rear bumper with tongue-type hitch
- Clip on cover suitable for trailering
- Authorized repair facility within 50 miles of delivery location

## **Date(s) and Place(s) of Delivery and Acceptance**

If you have any questions or concerns with this action, please contact the Contract Specialist and the Contracting Officer Representative:

Contract Specialist: Pamela Brande, [pamela.brande@usda.gov](mailto:pamela.brande@usda.gov), 276-701-9178

COR Information: Ronnie Sturgill, [Ronnie.sturgill@usda.gov](mailto:Ronnie.sturgill@usda.gov), 208-373-4138

Deliver to: Boise Forest Warehouse  
1918 Commerce Ave  
Boise, ID 83705

Delivery Hours: Mon-Thur 8am to 3pm MT with 24 hours-notice before delivery

Delivery to the ground due to no offloading capability.

Certificate of Origin and Warranties: USDA Forest Service  
Fleet Management  
1249 Vinnell Way, Suite 200  
Boise, ID 83709

### **52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (DEC 2022) (DEVIATION 2017-1)**

#### **Addenda to 52.212-4:**

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders– Commercial Products and Commercial Services (DEC 2022) (DEVIATION 2017-1, DEVIATION APR 2020, and DEVIATION DEC 2022)**

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

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

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

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

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

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

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

- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (June 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
- ☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☐ (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020) (**DEVIATION 2017-1**)
- ☐ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (6) [Reserved].
- ☐ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101note).
- ☐ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (11) [Reserved].



- ☐ (12) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C.657a).
- ☐ (13) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (14) [Reserved]
- ☒ (15) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C.644).
  - ☐ (ii) Alternate I (Mar 2020) of 52.219-6.
- ☐ (16) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
  - ☐ (ii) Alternate I (Mar 2020) of 52.219-7.
- ☐ (17) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).**(DEVIATION DEC 2022)**
- ☐ (18) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4)).
  - ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
  - ☐ (iii) Alternate II (Nov 2016) of 52.219-9.
  - ☐ (iv) Alternate III (Jun 2020) of 52.219-9.
  - ☐ (v) Alternate IV (Sep 2021) of 52.219-9.
- ☐ (19) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
  - ☐ (ii) Alternate I (MAR 2020) of 52.219-13
- ☐ (20) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C.637s)
  - [Contracting Officer check as appropriate.]*
    - ☐ By the end of the base term of the contract and then by the end of each subsequent option period; or
    - ☐ By the end of the performance period for each order issued under the contract.
- ☐ (21) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).
- ☐ (23) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Oct 2022) (15 U.S.C. 632(a)(2)).
  - ☐ (ii) Alternate I (MAR 2020) of 52.219-28.
- ☐ (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- ☐ (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
- ☒ (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- ☒ (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

- ☒ (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
  - ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☐ (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
  - ☐ (ii) Alternate I (Jul 2014) of 52.222-35.
- ☒ (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
  - ☐ (ii) Alternate I (Jul 2014) of 52.222-36.
- ☐ (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☐ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (36) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
  - ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).
- ☐ (37) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ☐ (38) (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.)
- ☐ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (41) (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.
- ☐ (42) (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.
- ☐ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- ☐ (44) (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.
- ☒ (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ☐ (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (47) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (48) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

- ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☒ (49)(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
  - ☐ (ii) Alternate I (Oct 2022) of 52.225-1
- ☐ (50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
  - ☐ (ii) Alternate I [Reserved]
  - ☐ (iii) Alternate II (Dec 2022) of 52.225-3.
  - ☐ (iv) Alternate III (Jan 2021) of 52.225-3.
  - ☐ (v) Alternate IV (Oct 2022) of 52.225-3.
- ☐ (51) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (52) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- ☐ (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- ☐ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.3805).
- ☐ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C.4505, 10 U.S.C.3805).
- ☒ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☐ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- ☐ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
- ☐ (62) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Nov 2021) (**DEVIATION APR 2020**) (31 U.S.C.3332).
- ☐ (63) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- ☐ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
  - ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
  - ☐ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this

contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

Contracting Officer check as appropriate.]

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

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

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

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

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

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this

paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(ii) 52.203-19, 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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

(xi) 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.

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

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

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

(xiv) 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).

(xv) 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).

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

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

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

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

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



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

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

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

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

### **Additional Requirements/Terms and Conditions**

#### **Clauses:**

#### **52.204-13 System for Award Management Maintenance (OCT 2018)**

#### **52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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

Federal Acquisition Regulation (FAR) Clauses:

<https://www.acquisition.gov/browse/index/far> (FAR clauses begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Clauses:

<https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

FAR and AGAR Deviations to clauses may be viewed at: [Policies & Regulations | USDA](#)

#### **52.252-6 Authorized Deviations in Clauses (NOV 2020)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Agriculture Acquisition Regulation (48 CFR 4) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

#### **452.204-70 Modification for Contract Closeout (DEVIATION JUL 2022)**

Upon contract closeout for contracts utilizing Simplified Acquisition Procedures (SAP) according to FAR 13:



(a) If unobligated funds in the amount of \$1000 or less remain on the contract, the Contracting Officer (CO) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The CO shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(b) If unobligated funds of more than \$1000 remain on the contract, the CO shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The CO may also request a Release of Claims be completed by the contractor, although not required for contract and orders using SAP procedures.) If the bilateral modification and Release of Claims are not returned to the CO within 60 days, the CO shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

#### **52.204-7 System for Award Management (OCT 2018)**

#### **52.204-16 Commercial and Government Entity Code Reporting (AUG 2020)**

#### **Government Point of Contact**

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