

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation: quotes are being requested and a written solicitation shall not be issued. The solicitation number is 70US0923R70093186 and is issued as a Request for Quote (RFP) for Polaris transportation, maintenance and service. The solicitation document and incorporated provisions and clauses are those in effect through the Federal Acquisition Circular 2023-02 effective March 16, 2023. This solicitation is unrestricted (full and open) and the associated North American Industry Classification System (NAICS) code 423450. The anticipated delivery date will be 60 days from award. The Government intends to award a single competitive Firm Fixed Price contract from this solicitation.

FAR 52.212-1 Instructions to Offerors - Commercial Items. (NOV 2021) is applicable to this solicitation.

FAR 52.212-2, Evaluation-Commercial Products and Commercial Services (NOV 2021) and the specific evaluation criteria to be included in paragraph (a) of that provision is applicable to this solicitation.

Selection of award shall be based on Lowest Price Technically Acceptable. To be technically acceptable all requirements must be met in accordance with the attached Statement of Work. All specifications must be met or exceeded.

A completed copy of the provision FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services (DEC 2022) must be included with Offerors proposal. If you have completed the annual representations and certifications electronically through the System for Award Management (SAM), then provide a statement as such and it shall be verified.

FAR 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services (DEC 2022), applies to this acquisition. Potential offerors are hereby notified that the solicitation and subsequent amendments to the solicitation shall only be available by downloading the documents at the SAM Website at <https://sam.gov>. By submitting a response to this solicitation, the vendor shall be self-certifying that neither the offeror nor the principal corporate officials and owners are currently suspended, debarred, or otherwise ineligible to receive contracts from any Federal Agency.

Offeror Questions/Clarifications

All offeror questions and clarifications pursuant to this RFQ must be requested to the Contracting Officer, Kate Dennis at katheryn.dennis@uss.s.dhs.gov and Contract Specialist, Jade Gaston at jade.gaston@uss.s.dhs.gov, no later than April 07, 2023 at 1:00 PM, ET. No additional questions and/or clarifications will be accepted after that date and time. The Government reserves the right not to provide a response for any Offeror question/clarification. If the Contracting Officer determines that a request cites an issue of significant importance, the Government shall provide a written response to all offerors.

The Government shall not provide information in response to telephone calls. Contacting other USSS personnel regarding this solicitation in an attempt to gain procurement-sensitive information may result in disqualification from the evaluation process. Written responses to all Offerors questions/clarifications shall be published on sam.gov no later than April 10, 2023 at 1:00 PM, EDT.

Quote Submission Due Date

Quotes shall be submitted to the Contracting Officer, Kate Dennis at katheryn.dennis@uss.s.dhs.gov and Contract Specialist, Jade Gaston at jade.gaston@uss.s.dhs.gov no later than April 13, 2023 at 1:00 PM, ET. No late quotes will be accepted.

STATEMENT OF WORK (SOW)

Polaris Annual Maintenance and Repair Services

PART 1

GENERAL INFORMATION

1. **Introduction:** The United States Secret Service (USSS) is a premier Law Enforcement Agency. This is a non-personal services contract for services in Rehoboth Beach, DE. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the contractor who, in turn is responsible to the Government.

1.1 **Background:** The USSS has a requirement for annual maintenance and repair services for the Polaris vehicles located in Rehoboth Beach, DE 19971.

1.1.1 Equipment Listing

Model Name	Model Year	Model Number	Quantity
RANGER CREW XP 1000 NorthStar Edition Ultimate Matte Titanium - Ride Command Package	2022	R22RSY99AM	3

During the period of the contract, equipment quantities are subject to change depending on protective demand. The government will update the awardee as needed.

1.2 **Objectives:** Obtain annual maintenance and repair services for the Polaris vehicles located in Rehoboth Beach, DE 19971.

1.3 **Scope:** The contractor shall provide all labor, material, equipment and professional supervision necessary to provide factory inspection, maintenance services and repairs on the equipment listed in 1.1.1. in accordance with (IAW) manufacturer's standards, where applicable. The contractor shall provide the following services:

- Inspect, Maintain, and Repair (if repair is found necessary) to factory standards

- Provide annual service
- The contractor will submit a maintenance/repair order/quote (to include a detailed cost estimate of parts, materials, labor and etc.) to the USSS POC(s) prior to working being performed for approval.
- All required services will be documented in a maintenance/repair order/quote and outlined to include the problem and possible cause and effect.
- Only service one Polaris vehicle at a time.
 - Pick up one Polaris vehicle to service from the designated location requested by the USSS POC(s). Once the Polaris vehicle has been serviced and delivered to the designated location requested by the USSS POC(s), pick up the next one for service.
 - Polaris vehicles are not street registered; therefore, the vehicles must be hauled to service site.

Additional Requirements:

Contractor shall only provide items when requested by the Contracting Officer or POC(s) listed in Section 1.6.

- The contractor assumes full liability for any property damage they cause during the performance of their services.

1.4 Specific Tasks

1.4.1 Task Heading. Polaris Maintenance and Repair Service

CLINs	Description	Quantity	Unit Price	Total (Qty x Unit Price)
0001	Base Period: Annual Maintenance Service	3		
0002	Base Period: Repair Service	1		
1001	Option Period 1: Annual Maintenance Service	3		
1002	Option Period 1: Repair Service	1		
TOTAL CONTRACT VALUE (NTE)				

1.5 General Information

1.5.1 Period of Performance: Base Period: 12 months
Option Period I: 12 months

1.5.2 Place of Performance: Contractor Site

1.5.3 Type of Contract: The Government will award a Firm Fixed-Price (FFP) contract.

1.5.4.1 Privacy Act: Personnel who have access to Privacy Information shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations. All data provided to the contractor by the government and/or developed by the contractor for the government shall be treated as Sensitive but Unclassified (SBU).

All other information relating to the items to be delivered or services to be performed under this order may not be disclosed by any means without prior approval by the Contracting Officer, in

concurrence with Stephen Morrow, (215) 510-2629 or George Rodgers, (609) 289-1490, or any other USSS personnel designated by one of these individuals.

Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or, any other proposed public release. The contractor will not release to any person/entity the name of the agency procuring the items/services of this requirement to include any subcontractors at any tier.

1.5.4.2 Security Requirements:

- a. The contract employees shall be subjected to criminal, credit and other database checks.
- b. No clearances are required for this effort.

1.5.5 General Compliance: Occupational Health and Safety Administration (OSHA)

1.6 Points of Contact:

- a. Stephen Morrow (215) 510-2629, stephen.morrow@uss.s.dhs.gov
- b. George Rodgers, (609) 289-1490, george.rodgers@uss.s.dhs.gov
- c. Dustin Talbott, (202) 807-9458, dustin.talbott@uss.s.dhs.gov

1.7 Invoices: Payment requests shall be submitted electronically as follows:

1.7.1 Submit invoices using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information is available at www.ipp.gov or any successor site.

1.7.1.1 All invoices shall state the dates, times, and jobs performed during each service; otherwise, the invoice will be rejected.

1.7.1.2 All invoices shall reference the contract number (PO) and the unique Payment Authorization (PA)# which is assigned for each service request.

1.7.2 Submit another copy of the invoice as an attachment to an email (PDF or Microsoft product attachments are readily accepted), to PPD.Budget@uss.s.dhs.gov.

1.7.2.1 The invoice shall state the dates, times, and jobs performed during each service; otherwise, the invoice will be rejected.

1.7.2.2 The invoice shall reference the contract number (PO) and the unique PA# which is assigned for each service request.

1.8 Authority: The Contracting Officer (CO) is responsible for the general administration of this order. The Contracting Officer's Representative (COR) is responsible for the review/acceptance of all deliverables, and technical direction. The CO will serve as the Government point of contact for contractual direction. The COR will serve as the Government point of contact concerning information exchange, submission review and payment. Nothing said by the COR shall be construed to change the order requirements unless supported in writing in advance by the CO.

The USSS Point of Contact responsible for overall administration of this order is:

Ms. Katheryn M. Dennis

Lead Contracting Officer

Procurement Division – Ops I

(202) 406-6988

Katheryn.Dennis@uss.s.dhs.gov

PART 2

DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS: Contractor, Contracting Officer, Deliverable, Key Personnel, and Physical Security.

2.1.1. **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

2.1.2. **CONTRACTING OFFICER (C.O.).** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government.

Note: The only individual who can legally bind the Government.

2.1.3. **DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.4. **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the SOW. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.5. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

2.2. ACRONYMS: CFR, CO, CONUS, COR, COTS, CPFF, FAR, FFP, GFP, HSAR, LH, NCR, OCI, OCONUS, ODC, PIPO, POC, PM, SOW, TE, TM, and TPOC.

CFR	Code of Federal Regulations
CO	Contracting Officer
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
CPFF	Cost Plus Fixed Fee
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
GFP	Government Furnished Property
HSAR	Homeland Security Acquisition Regulation
LH	Labor Hour
NCR	National Capital Region
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PM	Program Manager
SOW	Statement of Work
TE	Technical Exhibit
TM	Time and Material
TPOC	Technical Point of Contact

CONTRACT PROVISIONS

Clauses incorporated by full text:

52.204-22 Alternative Line-Item Proposal. (Jan 2017)

(a) The Government recognizes that the *line items* established in this *solicitation* may not conform to the *Offeror's* practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the *Offeror* is invited to propose alternative *line items* for which bids, proposals, or quotes are requested in this *solicitation* to ensure that the resulting contract is economically and administratively advantageous to the Government and the *Offeror*.

(b) The *Offeror* may submit one or more additional proposals with alternative *line items*, provided that alternative *line items* are consistent with subpart 4.10 of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. *Offers* that do not comply with the *line items* specified in this *solicitation* may be determined to be nonresponsive or unacceptable.

(End of provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation. (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c)

(1) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.225-25 Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (Jun 2020)

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

Person—

(1) Means—

(i) A natural *person*;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International *Emergency Economic Powers Act* (50 U.S.C. 1702(b)(3)).

(b) The *offeror shall* e-mail questions concerning *sensitive technology* to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal *Acquisition Regulation* (FAR) 25.703-4, by submission of its *offer*, the *offeror—*

(1) Represents, to the best of its knowledge and belief, that the *offeror* does not export any *sensitive technology* to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the *offeror*, or any *person* owned or controlled by the *offeror*, does not engage in any activities for which sanctions *may* be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum *products* in Iran, sale and provision of refined petroleum

products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the *offeror*, and any *person* owned or controlled by the *offeror*, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or *affiliates*, the property and interests in property of which are blocked pursuant to the International *Emergency* Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked *Persons* List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(d) *Exception for trade agreements*. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This *solicitation* includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The *offeror* has certified that all the offered *products* to be supplied are designated country *end products* or designated country *construction* material.

(End of provision)

CLAUSES

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

(End of clause)

Clauses incorporated by reference:

52.203-5 Covenant Against Contingent Fees. (May 2014)

52.203-6 Restrictions on Subcontractor Sales to the Government. (Jun 2020)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights. (JUN 2020)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

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

52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services. (DEC 2022)

52.215-19 Notification of Ownership Changes. (OCT 1997)

52.232-11 Extras. (APR 1984)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)

52.242-13 Bankruptcy. (JUL 1995)

Clauses incorporated by full text:

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services. (Mar 2023)

(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. 3805 note)).

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

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
- X (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) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (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. (NOV 2021) (31 U.S.C. 6101 note).
- ___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- ___ (10) [Reserved].
- ___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

- ☐ (12) 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).
- ☐ (13) [Reserved]
- ☐ (14) (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.
- ☐ (15) (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.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022)
(15 U.S.C. 637(d)(2) and (3)).
- ☐ (17) (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.
- ☐ (18) (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.
- ☐ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 637s).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- ☐ (22) (i) 52.219-28, Post Award Small Business Program Representation (OCT 2022)
(15 U.S.C. 632(a)(2)).
(ii) Alternate I (MAR 2020) of 52.219-28.
- ☐ (23) 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)).
- ☐ (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 (OCT 2022)
(15 U.S.C. 637(m)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ☐ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).
- ☒ (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
- ☒ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
(ii) Alternate I (FEB 1999) of 52.222-26.
- ☒ (31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
(ii) Alternate I (JUL 2014) of 52.222-35.
- ☒ (32) (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.
- ☒ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

 (36) 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.)

 (37)(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.)

 (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

 (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

 (40)(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.

 (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

 (ii) Alternate I (Jun2014) of 52.223-14.

 (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

 (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

 (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

 (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

 (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

 (47)(i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

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

 (48)(i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

 (ii) Alternate I (OCT 2022) of 52.225-1.

 (49)(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.

X (50) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

- __X_ (51) 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).
- __ (52) 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).
- __ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- __ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
- __ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- __ (56) 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).
- __ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- __ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).
- __X_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- __ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- __ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).
- __ (63)(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:

- __ (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).

X (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.

(End of clause)

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* within 20 days.
(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the *Contractor* within 10; provided that the Government gives the *Contractor* a preliminary written notice of its intent to extend at least 20 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 *5 years and 6 months*.

(End of clause)

HSAR 3052.204-71 Contractor employee access. (SEP 2012)

a. "Sensitive Information", as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

a. Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

b. Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

c. Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal

programs, or other programs or operations essential to the national or homeland security interest; and

d. Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

b. "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

c. Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

d. The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

e. Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

f. The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

HSAR 3052.242-72 Contracting officer's representative. (DEC 2003)

a. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to

giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.

b. The Contracting Officer cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

Unauthorized Use of the U.S. Secret Service Name

In accordance with 18 U.S.C. 709, any contractor, except with the written permission of the Director of the U.S. Secret Service, who knowingly uses the words "Secret Service", "Secret Service Uniformed Division", "U.S.S.S.", "U.D." or any colorable imitation or such words or initials, in connection with or as a part of any advertisement, circular, book, pamphlet or other publication, play, motion picture, broadcast, telecast, other production, product or item, in a manner reasonably calculated to convey the impression that such advertisement, circular, book, pamphlet or other publication, product, or item, is approved, endorsed, or authorized by or by associated in any manner with, the U.S. Secret Service or the U.S. Secret Service Uniformed Division shall be punishable as follows: a corporation, partnership, business trust, association, or other business entity, by a fine under this title; an officer or member thereof participating or knowingly acquiescing in such violation or any individual violating this section, by a fine under this title or imprisonment for not more than one year, or both.

(End of clause)

Electronic Submission of Payment Requests

a. Definition. "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

b. Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

c. The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

d. If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)