

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER <b>192125HSIVSD001</b>		PAGE OF <b>1 4</b>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER <b>70CMSD25P0000004</b>		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		8. NAME <b>MICHELLE LEVINE</b>			9. TELEPHONE NUMBER (No collect calls) <b>214-905-5573</b>		10. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY <b>INVESTIGATIONS &amp; OPS SUPPORT DALLAS</b> <b>ICE Office of Acquisition Management</b> <b>8222 N. BELT LINE ROAD, SUITE 2200</b> <b>IRVING TX 75063</b>				10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSS)		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A) <input type="checkbox"/> SET ASIDE: % FOR: NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): <b>713990</b> SIZE STANDARD: \$9	
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS <b>Net 30</b>		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO CODE <b>ICE/HSI/SAC SAN DIEG</b> <b>ICE Hmlnd Sec Inv SAC San Diego</b> <b>Immigration and Customs Enforcement</b> <b>880 Front Street, Suite 3200</b> <b>SAN DIEGO CA 92101</b>				16. ADMINISTERED BY CODE <b>ICE/IOSD</b> <b>INVESTIGATIONS &amp; OPS SUPPORT DALLAS</b> <b>ICE Office of Acquisition Management</b> <b>8222 N. BELT LINE ROAD, SUITE 2200</b> <b>IRVING TX 75063</b>			
17a. CONTRACTOR/OFFEROR <b>ESCONDIDO CITY OF</b> <b>201 N BROADWAY</b> <b>ESCONDIDO CA 920252709</b>		CODE <b>CH9XY8AX7BD8</b> FACILITY CODE		18a. PAYMENT WILL BE MADE BY <b>WWW.IPP.GOV</b> CODE <b>ICE/HSI/SAC/SANI</b>			
TELEPHONE NO. <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
	<b>UEI: CH9XY8AX7BD8</b>  Acquisition POC: Michelle Levine, 214-905-5573, Michelle.Levine@ice.dhs.gov  Program/Invoice POC: Cynthia Manalo, 619-247-4710, Cynthia.Manalo@hsi.dhs.gov  Alt Program/Invoice POC: Laura Gonzalez, 760-427-3088, Laura.R.Gonzalez@hsi.dhs.gov  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA <b>See schedule</b>						26. TOTAL AWARD AMOUNT (For Government Use Only) <b>\$20,000.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-8 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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 type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 6), 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) <b>MICHELLE E LEVINE</b> Digitally signed by MICHELLE E LEVINE Date: 2024.12.18 13:57:42 -06'00'			
30b. NAME AND TITLE OF SIGNER (Type or print) <b>EMIL WITKOWSKI, INTERIM CAIDE</b>			30c. DATE SIGNED <b>28 JAN 25</b>	31b. NAME OF CONTRACTING OFFICER (Type or print) <b>MICHELLE LEVINE</b>		31c. DATE SIGNED <b>18 DEC 2024</b>	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>*** DFC TRANSFER FUNDS TO PCARD DOCUMENT VSD25C652977. PAYMENT WILL BE MADE VIA LOCAL PCARD DOCUMENT VSD25C652977***</p> <p>Applicable attachments to this order: Attachment 1- Clauses Attachment 2- SOW</p> <p>Accounting Info: SAICSND-000 D1 10-01-00-000 70-04-0003-07-00-00-00 GE-25-9D-00- -----</p>				
0001	<p>000000 Period of Performance: 01/01/2025 to 12/31/2025</p> <p>Firing Range</p> <p>Tactics Group and Special Response Team (SRT) Group 20 Rentals \$1000.00 per day 20 Rentals x \$1000.00 per day = \$20,000</p> <p>Award Type: Firm-Fixed Price (FFP)</p> <p>ICE - IPP INVOICE INSTRUCTIONS</p> <p>Beginning December 9, 2024 all invoicing procedures will take place on www.IPP.gov. Continued ...</p>	20	EA	1,000.00	20,000.00

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

32a. 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    37. CHECK NUMBER

PARTIAL     FINAL     COMPLETE     PARTIAL     FINAL

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 (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER    41c. DATE    42b. RECEIVED AT (Location)

42c. DATE REC'D (YYMM/DD)    42d. TOTAL CONTAINERS

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70CMSD25P00000004

PAGE 3 OF 4

NAME OF OFFEROR OR CONTRACTOR  
ESCONDIDO CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Vendors must be registered <a href="http://www.IPP.gov">www.IPP.gov</a>. Registration on <a href="http://www.IPP.gov">www.IPP.gov</a> is required to receive payment.</p> <p>Invoices will not be accepted by any other method.</p> <p>1. The contractor shall be active in the System for Award Management (<a href="http://www.SAM.gov">www.SAM.gov</a>) for invoice processing. Besides the information identified below, a proper invoice shall also include contractor's Unique Entity Identifier (UEI) number; the ICE Program Office; and state whether the invoice is "INTERIM" or "FINAL".</p> <p>2. In accordance with Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions - Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:                      "...An invoice must include-</p> <ul style="list-style-type: none"> <li>(i) Name and address of the Contractor. The name, address and UEI number on the invoice MUST match the information in both the Contract/Agreement and the information in SAM;</li> <li>(ii) Unique Entity Identifier (UEI) number;</li> <li>(iii) Invoice date and number;</li> <li>(iv) Contract number, line items and, if applicable, the order number;</li> <li>(v) Description, quantity, unit of measure, unit price and extended price of the items delivered;</li> <li>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</li> <li>(vii) Terms of any discount for prompt payment offered;</li> <li>(viii) Remit to Address;</li> <li>(ix) Name, title, and phone number of person to notify in event of defective invoice;</li> <li>(x) ICE Program Office designated on the order/contract/agreement; and</li> <li>(xi) Whether the invoice is "Interim" or "Final"</li> </ul> <p>3. Invoice submission: The above information will be required to complete the invoice submission requirements within IPP. Please refer to <a href="http://www.IPP.gov">www.IPP.gov</a> for additional information on Getting Started, Benefits, Features, and Enrollment. Invoices without the above information may be Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70CMSD25P00000004

PAGE OF  
4 4

NAME OF OFFEROR OR CONTRACTOR  
ESCONDIDO CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	returned for resubmission.  The obligated amount of award: \$20,000.00. The total for this award is shown in box 26.				

NAME OF OFFEROR OR CONTRACTOR  
**ESCONDIDO CITY OF**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	<p>Option Period 2</p> <p>Firing Range</p> <p>CLIN Type: Firm-Fixed Price (FFP)            Amount: \$22,500.00 (Option Line Item)            01/14/2028</p> <p>Period of Performance: 01/15/2028 to 01/14/2029</p> <p>ICE - IPP INVOICE INSTRUCTIONS</p> <p>Beginning December 9, 2024, all invoicing procedures will take place on www.IPP.gov. Vendors must be registered www.IPP.gov. Registration on www.IPP.gov is required to receive payment. Invoices will not be accepted by any other method.</p> <p>1. The contractor shall be active in the System for Award Management (www.SAM.gov) for invoice processing. Besides the information identified below, a proper invoice shall also include contractor's Unique Entity Identifier (UEI) number; the ICE Program Office; and state whether the invoice is "INTERIM" or "FINAL".</p> <p>2. In accordance with Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions - Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>"...An invoice must include-</p> <p>(i) Name and address of the Contractor. The name, address and UEI number on the invoice MUST match the information in both the Contract/Agreement and the information in SAM;</p> <p>(ii) Unique Entity Identifier (UEI) number;</p> <p>(iii) Invoice date and number;</p> <p>(iv) Contract number, line items and, if applicable, the order number;</p> <p>(v) Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>Continued ...</p>				0.00

## Attachment 1- Contract Clauses

### **FAR Clauses incorporated by Reference:**

Clauses are incorporated by reference. The full text of the clause is available at:  
<https://www.acquisition.gov/FAR/>

52.203-17 Contractor Employee Whistleblower Rights. (Nov 2023)  
52.204-13 System for Award Management Maintenance (Oct 2018)  
52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)  
52.212-4 Contract Terms and Conditions - Commercial Items. (Nov 2023)

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### **FAR Clauses incorporated by Full Text:**

#### **52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Products and Commercial Services (Nov 2024)**

(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) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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:

*[Contracting Officer check as appropriate.]*

\_ (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).

\_ (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).

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X (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712)

\_ (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).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

\_ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

\_ (11) (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( Pub. L. 115-390, title II).

\_ (ii) Alternate I (Dec 2023) of 52.204-30.

\_ (12) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021) (31 U.S.C. 6101 note).

\_ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_ (14) [Reserved]

\_ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

- \_ (16) 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).
- \_ (17) [Reserved]
- \_ (18) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2020) (15 U.S.C. 644).
- \_ (ii) Alternate I (Mar 2020) of 52.219-6.
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- \_ (19) (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.
- \_ (20) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)).
- \_ (21) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2023) (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 2023) of 52.219-9.
- \_ (22)(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
- \_ (23) 52.219-14, Limitations on Subcontracting (DEVATION JULY 2023) See Clause in Full Text under paragraph titled: **FAR Deviation Clauses incorporated by Full Text:**
- \_ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
- X (26)(i) 52.219-28, Post Award Small Business Program Representation (Feb 2024) (15 U.S.C. 632(a)(2)).
- \_ (ii) Alternate I (Mar 2020) of 52.219-28
- \_ (27) 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)).

\_ (28) 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)).

\_ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

\_ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

X (31) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

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X (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2024).

X (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (34)(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

\_ (ii) Alternate I (Feb 1999) of 52.222-26

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

\_ (ii) Alternate I (July 2014) of 52.222-35

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

\_ Alternate I (July 2014) of 52.222-36

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

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (39) (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).

\_ (40) 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 items as prescribed in 22.1803.)

\_ (41)(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.)

- \_ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (E.O.13693).
  - \_ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (E.O. 13693).
  - \_ (44) 52.223.20, Aerosols (May 2024) (E.O. 13693).
  - \_ (45) 52.223.21, Foams (Jun 2016) (E.O. 13696).
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- (46) Sustainable Products and Services (May 2024) ( E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 76711).
  - X (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
    - \_ (ii) Alternate I (Jan 2017) of 52.224-3.
  - X (48) (i)(52) 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 (Nov 2023) ( 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 (Nov 2023) of 52.225-3.
    - \_ (v) Alternate IV (Oct 2022) of 52.225-3.
  - \_ (50) 52.225-5, Trade Agreements (Nov 2023) (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 (Nov 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging while Driving (May 2024) (E.O. 13513).

\_ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021)

\_ (57) 52.232-29, Terms for Financing of Purchases of Commercial Items (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

\_ (58) (61) 52.232-30, Installment Payments for Commercial Items (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

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X (59) (62) 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).

X (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901

\_ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

\_ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_ (iii) Alternate II (Feb 2006) 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:

*[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).
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- \_ (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 Under Executive Order 14026 (Jan 2022)
  - \_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (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, 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 (Jun 2020) (41 U.S.C. 3509).
- (ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).
- (iii) 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)).
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- (iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vii) (A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115-390, title II).
- (B) Alternate I (Dec 2023) of 52.204-30.
- (viii) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (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.
- (ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (x) 52.222-26, Equal Opportunity (Sep 2015) (E.O. 11246).
- (xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (xiv) 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.

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

(xvi) (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 E.O. 13627).

(xvii) 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).

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(xviii) 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)

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

(xx) 52.222-55, Minimum Wages Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

(xxiii) 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);

(xxiv) 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.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801).

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901

(xxvii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Nov 2021) (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.

(End of Clause)

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

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

~~(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.~~

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

**FAR Deviation Clauses incorporated by Full Text:**

**52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEVIATION 2020-05)  
(JUL 2024)**

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

*Kaspersky Lab covered article* means any hardware, software, or service that-

- (1) Is developed or provided by a Kaspersky Lab covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

*Kaspersky Lab covered entity* means-

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from—

- (1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and
- (2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the

Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

- ~~(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:~~
- ~~(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.~~
  - (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.
- (d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

**52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05) (DEC 2020)**

- (a) Definitions. As used in this clause-

"Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

"Covered foreign country" means The People's Republic of China. "Covered telecommunications equipment or services" means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means-

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(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

**(b) Prohibition.**

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(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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. 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.

**(c) Exceptions.** This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

**(d) Reporting requirement.**

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Network Operations Security Center (NOSC) at [NDAA.Incidents@hg.dhs.gov](mailto:NDAA.Incidents@hg.dhs.gov), with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts,

the Contractor shall report to the NOSC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.clod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

#### **52.219-14 LIMITATIONS ON SUBCONTRACTING (JULY 2023) (DEVIATION JULY 2023)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

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(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees to the following requirements in the performance of a contract assigned a North American Industry Classification System (NAICS) code applicable to this contract:

(1) *Services (except construction).* It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(i) The following services may be excluded from the 50 percent limitation:

(A) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code (562910), cloud computing services, or mass media purchases.

(B) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

**(2) Supplies (other than procurement from a nonmanufacturer of such supplies).** It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract.

**(3) General construction.** It will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded.

**(4) Construction by special trade contractors.** It will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

**(f) The Contractor shall comply with the limitations on subcontracting as follows:**

**(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –**

[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.**

**(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.**

**(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.**

**(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.**

**(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.**

(End of clause)

**52.224-3 Privacy Training – Alternate I (DEVIATION 17-03 Rev 1)**

(a) *Definition.* As used in this clause, personally identifiable information means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who—

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(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) The contracting agency will provide initial privacy training, and annual privacy training thereafter, to Contractor employees for the duration of this contract. Contractor employees shall satisfy this requirement by completing *Privacy at DHS: Protecting Personal Information* accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within 30 days of contract award and be completed on an annual basis thereafter not later than October 31st of each year.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of clause)