

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1123048		PAGE OF 1 36		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 123A9424Q0014		6. SOLICITATION ISSUE DATE 04/08/2024	
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME BARBARA NELSON			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 04/22/2024 1400 ET	
9. ISSUED BY USDA, FSIS, ASD, ACQUISITIONS MAILDROP 5230 5601 SUNNYSIDE AVENUE BELTSVILLE MD 20705-5230				CODE FSIS-ASD-ACQU	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) 238220 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A) SIZE STANDARD: \$19			
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED <input type="checkbox"/> ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)		
15. DELIVER TO USDA, FSIS, OPHS, WL, WRRRC, ARS 800 Buchanan Street Albany CA 94710				CODE FSIS-OPHS-WL-ALBANY	16. ADMINISTERED BY USDA, FSIS, ASD, ACQUISITIONS MAILDROP 5230 5601 SUNNYSIDE AVENUE BELTSVILLE MD 20705-5230			
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
0001	Purchase and installation of a new HVAC system for the Western Lab (Albany, CA) in accordance with the attached Statement of Work. Delivery: 07/05/2024 Period of Performance: 05/01/2024 to 09/30/2024  Purchase and installation of a new HVAC system as part of FY24 Equipment refresh for the Western Lab in Albany, CA.  (Use Reverse and/or Attach Additional Sheets as Necessary)			1	EA			
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Government Use Only)		
27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						27a. 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						27b. ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/>		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED	
				BARBARA R. NELSON				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED      ☐ INSPECTED      ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> 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 ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

**B. CONTINUATION OF SF 1449**

This document consists of the following sections:

PART	DESCRIPTION
A	Standard Form 1449
B	Continuation of the SF 1449
C	Contract Clauses
D	Any Contract Documents, Exhibits or Attachments
E	Solicitation Provisions

**B.1 Continuation of Block 16-ADMINISTERED BY****B.1.1 CONTRACTING OFFICER (JAN 2012)**

The Contracting Officer (CO) has the overall responsibility for the administration of this contract.

Name: Barbara Nelson, Contracting Officer  
 E-Mail: [barbara.nelson@usda.gov](mailto:barbara.nelson@usda.gov)  
 Address: Barbara Nelson, Contracting Officer  
 USDA, Food Safety and Inspection Service  
 Office of Administrative Services  
 Procurement Management Branch  
 5601 Sunnyside Avenue  
 Beltsville, MD 20705

The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; issue task orders against the contract; make final decisions on disputed deductions from contract payments for nonperformance, or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. However, the CO may delegate certain other responsibilities to the Contracting Officer's Representative (COR).

All delegated duties will be specified in writing by a COR Appointment and Delegation Notice.

**B.2 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (JAN 2012)**

The Contracting Officer hereby designates as the Contracting Officer's Representative (COR):

TO BE DETERMINED

The COR shall be responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon

the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The Contracting Officer shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract shall be modified accordingly.

On all matters that pertain to the contract terms, the contractor shall communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the contractor shall so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer shall be notified immediately, preferably in writing if time permits.

Proceeding with work without proper contractual coverage may result in nonpayment or necessitate submittal of a contract claim.

The COR shall be responsible for initiating the Contractor Performance Assessment Report (CPAR) for awards over the simplified acquisition threshold of \$250K to document contractor's performance during the period of performance 14 days after completion of services or delivery of goods.

### **B.3 Continuation of Block 18a—INVOICES**

#### **ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS—INVOICE PROCESSING PLATFORM (IPP) (APRIL 2013)**

Effective May 6, 2013, payment requests must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform (IPP).

"Payment Request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions—Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. Contractor assistance with enrollment, User IDs and Passwords can be obtained by contacting the IPP Helpdesk via email at IPP Customer Support Desk at 1- 866-973-3131 or [IPPCustomerSupport@fms.treas.gov](mailto:IPPCustomerSupport@fms.treas.gov). For all other IPP issues, please contact: National Finance Center's Controller Operations Division (COD) Helpdesk at 1- 877-243-3072 or [COD.HELP@usda.gov](mailto:COD.HELP@usda.gov).

### **B.4 CONTINUATION BLOCK 19 – PRICING**

The Contractor shall perform the effort required by this Statement of Work (SOW) on a Firm- Fixed-Price (FFP) basis for CLIN 0001.

#### **B.4.1 Period of Performance: TBD**

<b>FIRM FIXED PRICE CLIN 0001</b>				
<b>CLIN</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Total Fixed Price</b>
0001	Purchase and installation of a new HVAC system as part of FY24 Equipment refresh for the Western Lab in Albany, CA.	1	EA	\$

## C. CONTRACT CLAUSES

### FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

#### C.1 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (FAR 52.232-33) (OCT 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(i) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(ii) Accept payment by check or some other mutually agreeable method of payment; or

(iii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(a) Suspension of payment. If the Contractor's EFT information in the *SAM* is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(b) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction

instruction to the Federal Reserve System, and-

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
  - (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (c) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (d) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to [subpart 32.8](#), is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (e) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

## **C.2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (FAR 52.212-5) (FEB 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 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 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 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:

X (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.)

   (4) [52.203-17](#), Contractor Employee Whistleblower Rights (NOV 2023) ( [41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).

  X (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

   (6) [Reserved].

   (7) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

   (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

   (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R

- \_\_\_ (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](#).
- X (12) [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](#)).
- \_\_\_ (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 Set-Aside (NOV 2020) ( [15 U.S.C. 644](#)).
- \_\_\_ (ii) Alternate I (MAR 2020) of [52.219-6](#).
- \_\_\_ (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](#).
- X (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 (OCT 2022) ( [15 U.S.C. 637s](#)).
- \_\_\_ (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 Rerepresentation (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) ([15U.S.C. 637\(a\)\(17\)](#)).
- \_\_\_ (31) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- \_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](#).
- \_X\_ (35) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- \_\_\_ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- \_X\_ (36) (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](#).
- \_X\_ (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).

  X   (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 products or commercial services as prescribed in FAR [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 (JUN 2016) (E.O. 13693).

   (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

   (44) (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](#).

   (45) (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](#).

   (46) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ( [42 U.S.C. 8259b](#)).

   (47) (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   (48) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

   (49) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

   (50) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

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

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

\_\_\_ (52) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ( [41 U.S.C. chapter 83](#)).

\_\_\_ (ii) Alternate I (OCT 2022) of [52.225-1](#).

\_\_\_ (53) (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 (FEB 2024) of [52.225-3](#).

\_\_\_ (v) Alternate IV (Oct 2022) of [52.225-3](#).

\_\_\_ (54) [52.225-5](#), Trade Agreements (NOV 2023) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

\_X\_ (55) [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).

\_\_\_ (56) [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).

\_\_\_ (57) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](#)).

\_\_\_ (58) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](#)).

\_\_\_ (59) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

\_\_\_ (60) [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](#)).

\_\_\_ (61) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

\_X\_ (62) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ( [31 U.S.C. 3332](#)).

\_\_\_ (63) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#)).

\_\_\_ (64) [52.232-36](#), Payment by Third Party (MAY 2014) ( [31 U.S.C. 3332](#)).

\_\_\_ (65) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ( [5 U.S.C. 552a](#)).

X (66) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ( [15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (67) (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](#)).

\_\_\_ (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) [52.203-17](#), 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)).

(iv) [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).

(v) [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).

(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 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.

- (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](#) and [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](#)).
- (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 for Contractor Workers 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](#)). Flow down required in accordance with paragraph (c)

(xxvi) [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)

*Alternate I* (FEB 2000). As prescribed in [12.301](#) (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

*Alternate II* (FEB 2024) . As prescribed in [12.301](#) (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ( [5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)).

(D) [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).

(E) [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).

(F) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(G)    ( *I*) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders— Prohibition. (DEC 2023) ( [Pub. L. 115-390](#), title II).

   (2) Alternate I (DEC 2023) [52.204-30](#).

(H) [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 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.

(I) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

(J) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O. 11246).

(K) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).

(L) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).

(M) [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](#).

(N) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)).

(O)    ( *I*) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627).

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

(P) [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](#)).

(Q) [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](#)).

(R) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989).

(S) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).



(T) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(U)\_\_\_ (1) [52.224-3](#), Privacy Training (JAN 2017) ( [5 U.S.C. 552a](#)).

\_\_\_ (2) Alternate I (JAN 2017) of [52.224-3](#).

(V) [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).

(W) [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.

(X) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(Y) [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.

(End of clause)

### **C.3 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (FAR 52.204-24) (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)

#### **C.4 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (FAR 52.204-25) (Nov 2021)**

(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—

(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.*

(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 to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; 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 Contracting Officer for the indefinite delivery contract and the Contracting Officer(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 (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 products or commercial services.

#### **C.5 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (FAR 52.204-26) (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.

#### **AGRICULTURE ACQUISITION REGULATIONS CLAUSES (AGAR)**

##### **C.6 AGAR 452.246-70 INSPECTION AND ACCEPTANCE (FEB 1988)**

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies to be provided under this contract.

(b) Inspection and acceptance will be performed at:

USDA, FSIS, OPHS, Western Laboratory  
800 Buchanan St.  
Albany, CA 94710

##### **C.7 AGAR 452.211-72 STATEMENT OF WORK/SPECIFICATIONS (FEB 1988)**

Independently, and not as an agent of the Government, the Contractor shall furnish all necessary services, qualified personnel, materials, supplies, facilities, and all administrative, financial, software, and managerial resources, not otherwise provided by the Government, as needed to complete the Statement of Work (SOW) tasks.

##### **C.8 AGAR 452.224-70 CONFIDENTIALITY OF INFORMATION (FEB 1988)**

(a) Confidential information, as used in this clause, means --

(1) information or data of a personal nature, proprietary about an individual, or (2) information or

data submitted by or pertaining to an organization.

- (b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.
- (c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.
- (d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.
- (e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.
- (f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45-day period, the contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.
- (g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.
- (h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

#### **C.9 AGAR 452.237-75 RESTRICTIONS AGAINST DISCLOSURE (FEB 1988)**

- (a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.
- (b) The Contractor agrees not to disclose any information concerning the work under this contract



to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

#### **C.10 RELEASE OF SENSITIVE INFORMATION (JUN 2013)**

- (a) As used in this clause, “sensitive information” refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, U.S. Department of Agriculture (USDA), Food Safety and Inspection Service (FSIS) relies heavily on the support of various service providers. To support FSIS activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that FSIS may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement.
- (c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that FSIS shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider’s contract must contain the clause entitled "Access to Sensitive Information". Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

- (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is “sensitive.” This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause entitled "Access to Sensitive Information". However, unless the Contracting

Officer decides, with the advice of Legal Counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive; FSIS and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

- (d) To receive access to sensitive information needed to assist FSIS in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause entitled "Access to Sensitive Information". This clause obligates the service provider to do the following:
- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
  - (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
  - (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
  - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
  - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
  - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
  - (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
  - (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) This clause does not affect FSIS's responsibilities under the Freedom of Information Act.
- (f) The Contractor shall insert this clause, including this paragraph (g); suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of Clause)

## **FOOD SAFETY AND INSPECTION SERVICE CLAUSES**

### **C.11 UNAUTHORIZED PERFORMANCE OF SERVICES (MAY 2011)**

- (a) No personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be

given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) The Contractor shall not perform any inherently Government actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work.

(c) The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in anyway under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

## **C.12 COMMONLY ACCEPTED SECURITY CONFIGURATIONS FOR WINDOWS OPERATING SYSTEMS (DEC 2020)**

By delivering applications under this contract/order, the Contractor certifies that such applications are fully functional and operate as intended on systems using the Windows 10 Security TIG Version 2. Additionally, they shall comply with eAuthentication and other Federal mandates such as Personal Identity Verification (PIV) card known as LincPass. This includes the latest approved versions of Microsoft supported web browsers, Operating System, RedHat Linux, and iOS for mobile device management.

The standard installation, operation maintenance, updates, and patching of all software shall not alter the configuration settings from the approved configuration. If a configuration change is necessary, the Contractor will supply the configuration change and the business reason for its deviation. The complete list of Windows 10 STIG settings can be provided by FSIS security upon request. Applications designed for normal end-users shall run in the standard user context without elevated system administration privileges.

## **D. DOCUMENTS, EXHIBITS OR ATTACHMENTS**

### **D.1 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR**

In accordance with FAR 15.204-1(b), the completed and submitted "Representations, Certifications, and Other Statements of Offeror", are incorporated by reference in this contract.

### **D.2 ATTACHMENT A – STATEMENT OF WORK (SOW)**

## **E. SOLICITATION PROVISIONS AND INSTRUCTIONS TO OFFEROR(S)**

### **E.1. COMMUNICATIONS REGARDING THIS SOLICITATION**

Submit all quotes, including pricing which includes Section B.4.1, and a signed copy of the SF1449 via email by Monday, April 22, 2024, 2:00pm EST to [barbara.nelson@usda.gov](mailto:barbara.nelson@usda.gov)

An award is anticipated to be made on or about April 30, 2024 as a result of this RFQ.

## **E.2 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (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 <https://www.acquisition.gov>.

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FAR PROVISION	TITLE
52.204-6	Unique Entity Identifier (OCT 2016)
52.212-1	Instruction to Offerors-Commercial Items (SEP 2023)
52.212-2	Evaluation-Commercial Items (NOV 2021)
52.212-3	Offeror Representation and Certifications—Commercial Items (FEB 2024)
52.212-4	Contract Terms and Conditions-Commercial Items (NOV 2023)

## **E.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a Firm-Fixed Price Contract.

## **E.4 INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFEROR**

### **Quotation Instructions**

The following shall serve as the quotation instructions to be provided as part of the resulting solicitation.

Contractor is instructed to submit quote that is composed of the following volume:

Volume I - Technical Proposal

### **VOLUME 1 - TECHNICAL PROPOSAL INSTRUCTIONS**

The submitted technical proposal must be limited to 10 pages, with 12-point Times New Roman font with one (1) inch margins on standard 8.5 x 11 paper. Proposal cover, table of contents, and any appendices are not included in the page count.

### **TECHNICAL APPROACH INSTRUCTIONS**

Offeror shall provide their written quote in accordance with the Statement of Work (SOW) included in Attachment A of the Request for Quotes.

## **E.5 ADDITIONAL INSTRUCTIONS FOR OFFERORS**

- 1) The Offeror shall submit quotes via e-mail for receipt no later than Monday, April 22, 2024 by 2:00 PM EST.
- 2) Only the required minimum amount of information is requested to provide for proper evaluation. Efforts should be made to keep offers as brief as possible, concentrating on

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substantive information essential for a proper evaluation. All information submitted shall be current as of the month this RFQ was issued and shall be specific and complete.

- 3) The Offeror agrees to hold this offer firm, if accepted within thirty (30) calendar days from the date for receipt of offers specified on the SF1449.
- 4) Contractor active or updated registration in the federal government's SAM database is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement. Contractors may register on-line at the system for award management website: <http://www.sam.gov>.

## **E.6 AWARD**

Award will be made using the lowest price technically acceptable source selection process.

## **E.7 EVALUATION FACTORS FOR AWARD**

The Government intends to make award to one viable vendor that can provide the needs for the USDA FSIS Eastern laboratory on this solicitation. Award selection will be based on the overall best value to the Government price and other technical factors considered. Quotes will be evaluated based on (1) Price.

### **(a) Price Evaluation.**

- (1) The quote will be evaluated but not scored. The evaluation will determine whether the quoted prices are realistic, complete, and reasonable in relation to the solicitation requirements. Quoted prices must be entirely compatible with the technical proposal.

## **ATTACHMENT A**

### **Statement of Work**

#### **Project HVAC Installation for Western Laboratory Room 2201 and 2203**

##### **General Information**

###### **1.0 Scope of Work**

The objective of this procurement action is to acquire services to provide all parts, labor, site preparations including electrical work, installation, and verification of a HVAC system for temperature control of the two laboratory spaces 2201 and 2203 at the FSIS Western Laboratory.

###### **2.0 Background**

The Food Safety and Inspection Service (FSIS), a public health regulatory agency of the U.S. Department of Agricultural (USDA), protects consumers by ensuring that meat, poultry, and egg products are safe, wholesome, and accurately labeled. The FSIS Western Laboratory (WL) is located at 800 Buchanan Street, Albany, CA. As a regulatory laboratory, the FSIS WL analyzes meat, poultry, Siluriformes, and egg products, to ensure that they are free of adulteration.

The National Residue Program (NRP) is developed by FSIS and implemented by Office of Public Health Science (OPHS) in support of public health function in relation to chemical residues. The NRP has domestic and import sampling plans which generate nationwide data to document prevalence of food contaminants. The NRP also supports enforcement regulatory work and select exploratory projects. The laboratory space 2203 is used by the Chemistry Branch to conduct pesticide residue analysis and contains temperature sensitive mass spectrometry equipment.

Whole-genome sequencing (WGS) is a powerful tool used for surveillance and monitoring for foodborne illnesses at FSIS. The laboratory space 2201 is used by the Microbiology Branch to characterize pathogenic isolates from regulated food samples.

##### **Contractor Requirements**

###### **3.0 Technical Requirements / Tasks**

The Western Laboratory requires a HVAC system that will control the temperature of two adjacent lab spaces. This will require the provision of all components of the HVAC system, all necessary onsite electrical modifications to power the system, and the installation and verification of the system itself.

The project shall meet or exceed the following specifications:

- Plan for installation is to be developed by contractor, FSIS Western Laboratory Management, and USDA-ARS/AKIMA Facility Management
- Provide boom lift for duration of project
- At the conclusion of installation, provide startup and commission assistance for system
- Installation shall be conducted within county, state, and federal guidelines and construction and engineering codes

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- Once installation is completed, expansion system will be reviewed by all parties involved, which will include contractor, FSIS Western Laboratory Management, and USDA-ARS/AKIMA Facility Management to ensure that system has been successfully installed and in working condition
- All service and installation are to be provided during normal working hours, 8:00 am to 4:30 pm, local time, Monday through Friday, excluding Federal Holidays

The HVAC system shall meet or exceed the following specifications:

RC C (Ton)	RC H (Ton)	Tmp C (F/%)	Rq TC (Ton)	TC (Ton)	Rq SC (Ton)	SC (Ton)	Tmp H (F)	Rq HC (Ton)	HC (Ton)
2.00	2.25	80.0/50.4	0.17	2.00	0.17	1.38	70.0	0.17	2.25
1.00	1.13	80.0/50.4	0.17	1.00	0.17	0.71	70.0	0.17	1.12
Airflow (cfm)	ESP (WG)	Sound (dB(A))	Rated (A)	HxWxD (inch)		Weight (lbs)			
High 606.0	50	0.62	0.78	9-5/8 x 22-7/16 x 22-7/16		37.0			

The electrical work shall meet or exceed the following specifications:

- Provide and install one (1) 3Ø 60-amp circuit from existing panel "L" to equipment located on concrete slab outside (approximately 150 ft)
- Provide and install one (1) 20-amp circuit from existing panel "L" to each of four ceiling mounted units inside lab area
- Provide and install disconnect assembly at each of eight (8) indoor units (four in each adjacent lab spaces)
- Provide and install one (1) 60-amp disconnect at outdoor unit
- Provide and install strut support down exterior wall and to outdoor equipment, as needed
- Provide and install all needed conduit, wire, breakers, fittings, and supports for a complete electrical system

The HVAC installation work shall meet or exceed the following specifications:

- Install four (4) 2-ton compact cassettes
- Install four (4) 1-ton compact cassettes
- Hang indoor units from ceiling
- Install 12-ton heat pump on existing exterior concrete pad
- Install all required low voltage wiring for system
- Install two (2) touch screen remote control panels
- Install all required refrigerant piping from outdoor unit to indoor units
- Install two-piece metal line set cover on exterior of building
- Install all required condensate piping for indoor units
- Install all compact cassette grilles

#### 4.0 Government Furnished

The government furnishes the guidelines for equipment delivery and installation.

A. Government Furnished Information or Other Resources. None

## B. Inspections and Acceptance

1. Inspection: The Government will review 100 percent of the deliverables.
2. Acceptance Criteria: In accordance with Section 5.B. Performance Indicators & Standards.
3. Written Acceptance or Rejection of Deliverables by the Government: The Contracting Officer or Contracting Officer's Representative (COR) will provide written notice of acceptance or rejection to the Contractor.

## C. Reporting Requirements: None

## D. Access to Government Facilities:

## a. Facility Location:

USDA FSIS OPHS Western Laboratory  
 Attn: Kimberly Nguyen  
 800 Buchanan Street  
 Albany, CA 94710

## b. Location of Equipment Delivery

## i. FSIS Supply and Sample Receiving Dock

## c. Closure of Government Facilities

- i. The Federal Government observes the following days as holidays and government facilities will be closed.

New Year's Day	January 1 <sup>st</sup> *
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19*
Independence Day	July 4 <sup>th</sup> *
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 <sup>th</sup> *
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup> *

Note: If the date falls on a Saturday, the Government holiday is the preceding Friday. If the date falls on a Sunday, the Government holiday is the following Monday.

- ii. In addition to the days designated above as holidays, the Government may observe additional days in accordance with 5 USC 6103.



### Key Deliverables

Item No.	Deliverable	Objective	Due
1	Plan for installation	The contractor is to design a plan for installation which is to include timelines and expected time to complete project	No later than three calendar months after contract award
2	Installation	The contractor is to complete electrical upgrades and install the system	No later than six calendar months after development of plan
3	Evaluation of System	Contractor is to be present at the commissioning and start-up of system	No later than one calendar month after installation

### 6.0 Travel NA

### 7.0 Contractor's Key Personnel

The contractor will guarantee only their trained and certified employees, sub- contractors, agents or other authorized labor of the contractor are to perform work on the equipment listed in this Statement of Work.

### 8.0 Security Requirements

The contractor shall provide the COR with information on the names of all employees who will require access to the facility in order to perform work on equipment, including approximate date and time of arrival. This shall be provided at least 24 hours in advance of work being performed or as mutually agreed upon by contractor and COR or designee representative. All employees provided by contractor must have valid driver's license or state photo identification before being allowed onto the premises.

### 9.0 Data Rights NA

### 10.0 Section 508 – Electronic and Information Technology Standards

(a) This SOW is subject to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by the Workforce Investment Act of 1998 (P.L. 105-220). Specifically, subsection 508(a)(1) requires that when the Federal Government procures Information and Communications Technology (ICT)<sup>[1]</sup>, the ICT must allow Federal employees and members of the public with disabilities comparable access to and use of information and data provided to Federal employees and members of the public without disabilities.

(b) The ICT accessibility standards as 36 CFR Part 1194 were developed by the Architectural and Transportation Barriers Compliance Board (also known as the Access Board) and apply to contracts, task orders, and indefinite quantity contracts on or after June 25, 2001.

(c) Each Information and Communications Technology (ICT) product or service furnished under this contract shall comply with the Information and Communications Technology Accessibility Standards (36 CFR 1194), as specified in the contract, at a minimum. If the Contracting Officer determines any furnished product or service is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall, without charge to the Government,

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<sup>[1]</sup> Please note that the term Information and Communications Technology (ICT) is synonymous with Electronic and Information Technology (EIT), the previously used term. The term ICT will be used to meet international standards after the release of the Section 508 Refresh.

repair or replace the non-compliant products or services within a period of time specified by the Government in writing. If such repair or replacement is not completed within the time specified, the Government shall have the following recourses:

- 1) Cancellation of the contract, delivery, or task order, purchase or line item without termination liabilities; or
  - 2) In the case of custom Information and Communications Technology (ICT) being developed by a contractor for the Government, the Government shall have the right to have any necessary changes made or repairs performed by itself or by another firm for the non-compliant ICT, with the contractor liable for reimbursement to the Government for any expenses incurred thereby.
- (d) The contractor must ensure that all ICT products and services that are less than fully compliant with the accessibility standards are provided pursuant to extensive market research and are the most current compliant products or services available to satisfy the contract requirements.
- (e) For every ICT product or service accepted under this contract by the Government that does not comply with 36 CFR 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either a contract specified refresh cycle for the product or service, or on a contract effective option/renewal date, whichever shall occur first.

### **Section 508 Compliance**

The vendor shall comply with the standards, policies, and procedures below. In the event of conflicts between the referenced documents and this SOW, the SOW shall take precedence.

#### **Section 508 Accessibility Standards**

- 1) 29 U.S.C. 794d (Rehabilitation Act as amended)
- 2) 36 CFR 1194 (Section 508 standards)
- 3) <http://www.access-board.gov/sec508/508standards.htm> (Section 508 standards)
- 4) FAR 39.2 (Section 508)
- 5) <http://www.ocio.usda.gov/document/departamental-regulation-4030-001> (USDA standards, policies, and procedures for Section 508)

In addition, all contract deliverables are subject to these standards.

All web content or communications materials produced, regardless of format (text, audio, video, etc.), must conform to the applicable Section 508 standards to allow Federal employees and members of the public with disabilities comparable access to and use of information and data provided to Federal employees and members of the public without disabilities. All contractors (including sub-contractors) and consultants responsible for preparing or posting content must comply with the applicable Section 508 accessibility standards and, where applicable, those set forth in the referenced policy or standards document above. Remediation of any materials that do not comply with the applicable provisions of 36 CFR Part 1194 as set forth in the SOW shall be the responsibility of the contractor or consultant.

The following Section 508 provisions apply to the products and/or services identified in this SOW:

- 36 CFR Part 1194.21 provisions a-l
- 36 CFR Part 1194.22 provisions a-p
- 36 CFR Part 1194.23 provisions a-k[4]
- 36 CFR Part 1194.24 provisions a-e
- 36 CFR Part 1194.25 provisions a-j[4]
- 36 CFR Part 1194.26 provisions a-d
- 36 CFR Part 1194.31 provisions a-f
- 36 CFR Part 1194.41 provisions a-c

The following Section 508 provisions apply for software development material identified in this SOW:  
For **software development, software applications, and operating systems** the vendor shall comply with the following standards, policies, and procedures:

Section 508 Accessibility Standards

- 1) 29 U.S.C. 794d (Rehabilitation Act as amended)
- 2) 36 CFR 1194 (Section 508 standards)
  - a. 36 CFR Part 1194.21 provisions a-l
  - b. 36 CFR Part 1194.31 provisions a-f
  - c. 36 CFR Part 1194.41 provisions a-c

For **web-based applications** (intranet, internet information and applications, 16 rules), the vendor shall comply with the following standards, policies, and procedures:

Section 508 Accessibility Standards

- 1) 29 U.S.C. 794d (Rehabilitation Act as amended)
- 2) 36 CFR 1194 (Section 508 standards)
  - a. 36 CFR Part 1194.21 provisions a-l
  - b. 36 CFR Part 1194.22 provisions a-p
  - c. 36 CFR Part 1194.31 provisions a-f
  - d. 36 CFR Part 1194.41 provisions a-c

For **telecommunication** products and services, the vendor shall comply with the following standards, policies, and procedures:

Section 508 Accessibility Standards

- 1) 29 U.S.C. 794d (Rehabilitation Act as amended)
- 2) 36 CFR 1194 (Section 508 standards)
  - a. 36 CFR Part 1194.23 provisions a-k
  - b. 36 CFR Part 1194.31 provisions a-f
  - c. 36 CFR Part 1194.41 provisions a-c

For **video and multimedia applications** (including training materials), the vendor shall comply with the following standards, policies, and procedures:

Section 508 Accessibility Standards

- 1) 29 U.S.C. 794d (Rehabilitation Act as amended)
- 2) 36 CFR 1194 (Section 508 standards)
  - a. 36 CFR Part 1194.24 provisions a-e
  - b. 36 CFR Part 1194.31 provisions a-f
  - c. 36 CFR Part 1194.41 provisions a-c

For **self-contained and closed products**, the vendor shall comply with the following standards, policies, and procedures:

Section 508 Accessibility Standards

- 1) 29 U.S.C. 794d (Rehabilitation Act as amended)
- 2) 36 CFR 1194 (Section 508 standards)
  - a. 36 CFR Part 1194.21 provisions a-l
  - b. 36 CFR Part 1194.25 provisions a-j
  - c. 36 CFR Part 1194.31 provisions a-f
  - d. 36 CFR Part 1194.41 provisions a-c

For **desktop and portable computers**, the vendor shall comply with the following standards, policies, and procedures:

Section 508 Accessibility Standards

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- 1) 29 U.S.C. 794d (Rehabilitation Act as amended)
- 2) 36 CFR 1194 (Section 508 standards)
  - a. 36 CFR Part 1194.21 provisions a-l
  - b. 36 CFR Part 1194.26 provisions a-d
  - c. 36 CFR Part 1194.31 provisions a-f
  - d. 36 CFR Part 1194.41 provisions a-c

For **help desk and other support services**, the vendor shall comply with the following standards, policies, and procedures:

Section 508 Accessibility Standards

- 1) 29 U.S.C. 794d (Rehabilitation Act as amended)
- 2) 36 CFR 1194 (Section 508 standards)
  - a. 36 CFR Part 1194.31 provisions a-f
  - b. 36 CFR Part 1194.41 provisions a-c

If the help desk or other support services include **training**, Vendor must also comply with the following standards, policies, and procedures in addition to 36 CFR Part 1194.31 provisions a-f and 36 CFR Part 1194.41 provisions a-c:

- a. 36 CFR Part 1194.21 provisions a-l (installable and web-based training)
- b. 36 CFR Part 1194.22 provisions a-p (web-based software)

All Information and Communications Technology (ICT) subject to the 36 CFR 1194 standards will have a Section 508 usability and acceptance test where Section 508 compliance will be validated. This test must be administered by a Federal Section 508 Testing Center.

All maintenance for Information and Communications Technology that requires upgrades, modifications, installations, and purchases will adhere to the Section 508 standards and 36 CFR 1194.