

- (i) This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in subpart 12.6 of the Federal Acquisition Regulation, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.
- (ii) This solicitation is issued as a [Request for Quotation \(RFQ\)](#).
- (iii) This solicitation and incorporated provisions and clauses are those in effect through Federal Acquisition [Circular 2023-04](#).
- (iv) This procurement is set aside for [Small Business](#). The NAICS code is [336999](#) and the Small Business Size Standard is [1000](#). The PSC is [2305](#).

**(v) Schedule of Items/Price Schedule**

Item	Supplies/Services	Qty	Unit	Total Price
01	4-6 passenger UTV, See section (vi) for Specifications (EN3276)	01	ea	\$
02	Delivery: Fillmore Ranger District, 390 S Main, Fillmore, Utah 84631	01	tm	\$
03	<u>Trade-In #1</u> : Honda Foreman Rubicon TRX500FA3, S/N 478TE260534221231	01	ea	(\$ )
04	<u>Trade-In #2</u> : Honda Foreman TRX450SY S/N 478TE220XY4100455	01	tm	(\$ )
05	Fees:	01	ea	
06	Fees:	01	ea	
Total				\$

<b>Name of Company (Please Print):</b>	
<b>SAM UID Number (NOT THE DUNS#)</b>	<b>UEID:</b>
<b>SAM Expiration Date</b>	<b>EXP: mm / dd / yyyy</b>
<b>Company Representative: Typed</b>	
<b>Signature of Company Representative:</b>	
<b>Date:</b>	
<b>Phone Number:</b>	
<b>Email Address</b>	

A: Quotes due **NO LATER THAN 23 Sept 2023, 08:00 AM, MT** to: Tammy Mikkelsen: [tamara.mikkelsen@usda.gov](mailto:tamara.mikkelsen@usda.gov)

No late quotes will be accepted. No questions taken after **19 Sept 2023**.

B: Vendor must be registered and active in SAM to submit a quote.

C: You must fill in all data above **with signature** to be evaluated.

**(vi) Description of Requirement (including a list of any attachments)**

**Minimum Specifications:**

1ea - UTV, 4-6 Pass, Capable of all season Off-Trail travel.  
**\*Can safely carry extra fuel in back compartment or on rack**  
 Four Stroke Engine, altitude tune-able engine (Fuel injected) – Minimum 900 cc - Max 1000 cc  
 Liquid Cooled Engine  
 CVT Transmission  
 Equipped with 4WD/2WD, front and rear differential lock(No AWD)  
 4WD capable with High and low range gears  
 Mechanically operated Dual Hydraulic Disc Front and rear Brakes  
 Ground clearance – Minimum of 10 inches – 13 inches Max.  
 Starter – Electric (primary)  
 Fuel Type – Gas  
 Width – minimum 62 inches - 63 Inches Max  
 Hydraulic assisted Utility dump bed  
 Passenger capacity – 4 Minimum – 6 Max  
 Power steering and adjustable steering column  
 Winch – 1700 lbs. Minimum – 2500 lbs. Max.  
 Hitch towing rating, 2000 lbs. Minimum and 3000lbs max with standard 2' receiver hitch  
 hard-top roof

Solicitation Number: 1240LS23Q0158

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Hard sided doors  
full windshield  
Heavy duty skid plate  
Off-Road Tires - 8 ply

**TRADE IN #1:**

**VIN Number:** 478TE260534221231

**Make/Model:** Honda Foreman Rubicon TRX500FA3

**Color:** Yellow

**Mileage/Hours:** 7908 miles

**Condition:** fair condition, engine runs good, right front wheel bearing needs to be replaced.

**Accessories:** 2,500 lb winch is installed and functional, new tires.



**Trade-In #2:** Honda Foreman TRX450SY Yellow, Serial Number 478TE220XY4100455, 7034 miles, engine and transmission are in good working order, body is in fair condition with some plastic damage on fenders, new tires.

**TRADE IN #1:**

**VIN Number:** 478TE220XY4100455

**Make/Model:** Honda Foreman TRX450SY

**Color:** Yellow

**Mileage/Hours:** 7034 miles

**Condition:** fair condition, engine and transmission are in good working order, body is in fair condition with some plastic damage on fenders.

**Accessories:** new tires.



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

Delivery Address: Fillmore Ranger District, 390 South Main, Fillmore, Utah, 84631-2805. Fully Assembled, placed on the ground. No Forklift available.

The POC, designated to receive the UTV will inspect the condition and identify any deficiencies of the UTV.

The COR shall promptly indicate acceptance or rejection of the UTV. The warranty period shall commence at the time the UTV's are accepted.

**(viii) 52.212-1 Instructions to Offerors – Commercial Products and Commercial Services (MAR 2023)**

**(Provision) Addenda to Provision 52.212-1:**

- 1) Offerors must have an **active entity registration in SAM**, the System for Award Management, in order to submit an offer. <https://www.sam.gov/SAM/>
- 2) **Acknowledge any amendments** issued on sam.gov by signing the posted SF-30 if one is posted.
- 3) **Price Proposal** – Include the following: **completed price schedule** on pg1.
- 4) **All Vendor information must be completed (pg1)**. Failure to sign means disqualification from award.
- 5) **Quotes due NO LATER THAN 23 Sept 2023, 08:00 AM, MT**. No late quotes will be accepted. Deliver Quotes to: Tammy Mikkelsen [tamara.mikkelsen@usda.gov](mailto:tamara.mikkelsen@usda.gov)
- 6) **Questions** will not be accepted after **19 Sept 2023**.
- 7) One award will be made from this solicitation, and Contractors must submit pricing for **ALL** items.
- 8) **Must quote on ALL Items Including trade ins.**

**(ix) 52.212-2 Evaluation – Commercial Products and Commercial Services (NOV 2021) (Provision)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be **most advantageous to the Government, price and other, "trade off", factors considered**. The following factors shall be used to evaluate offers.

1. **Price:** Lowest price may not always win the award when other factors are included. Fill in pricing on **pg1**.
2. Must Quote on ALL Items Including Trade-ins
3. **All Specifications/Requirements Met:** (Color, Capability, Equipment, ALL Minimum Specifications in section (vi), **MUST BE MET!** – **You may NOT submit a product offering that does not meet ALL specifications**, unless you are adding ALL items needed to make it meet specifications **before delivery**. This must be included in the total price quoted. If you want to substitute one item for another, you may ask during the solicitation phase. An SF30 will be posted showing the alternate that was approved. Product quality is a consideration. Cheaper "Off brands" being offered over name brand quality parts, equipment and items will be considered during evaluation (see 6E).
4. **Delivery Date:** You must be able to deliver by a reasonable date. The COR will decide if the date offered is acceptable.
5. **Past Performance:** Vendor must not have any negative data in SAM, FAPIIS, CPARS or other report systems. (Termination For Convenience of the Government) is not an automatic negative entry. Only negative CPARS, SAM, FAPIIS and other reporting system entries will be considered negative. Terminations for (Cause) or (Default) are negative but will be evaluated on a case-by-case basis to determine if the entry should still be held against the vendor. Technical and past performance, when combined, are in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price and product offered and delivery time frame.
6. **Data Verification:** Failure to provide requested information (pg1) will disqualify your quote.
  - A: You must be active (not expired) in SAM to submit a quote or have it evaluated or receive an award.
  - B: You must provide your UEID and expiration date on pg 1.
  - C: You must sign the solicitation, accepting the terms, for your quote to be evaluated or receive an award.
  - D: Do NOT provide a separate quote from this document. **All information must be filled in on Pg 1**. You may not change anything I have written. **You may add too, but not change or take away** from anything written **herein. Inclusion of any added terms or conditions instantly disqualifies your quote, with the exception of warranties.** You may add warranty information as needed.
  - E: You must submit the name brands of all equipment. Using "Off", unnamed, odd, unknown, or unfamiliar brands will negatively affect your ability to be awarded this contract. Using unknown brands with unknown quality, serviceability, maintenance history, warranty history, parts availability, authorized maintenance locations, of an item is a big factor.

**(x) Representations and Certifications (complete highlighted items in this section and return with your offer)**

**VENDOR NAME:** \_\_\_\_\_

**VENDOR UEI:** \_\_\_\_\_

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

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)  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—  
 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.

**52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services (DEC 2022) (DEVIATION DEC 2022) (DEVIATION NOV 2022) (Provision)**

*[If Offeror Representations and Certifications are not complete in SAM the offeror shall submit a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, with your offer. The full provision is available from <http://www.acquisition.gov/far/>.*

*[If Offeror Representations and Certifications are complete in SAM, the offeror shall complete the following:]*

(b)(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs [REDACTED]

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. Write "None" if there are no changes needed to your online reps and certs.*

*[DEVIATION NOV 2022](#) Offerors that are representing as joint ventures should submit their socio-economic status in the space provided above until such time that SAM.gov has been updated to include the joint venture representations contained within provision 52.212-3 paragraph (c).*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

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

**Addenda to 52.212-4:** Replace paragraph (r) of clause 52.212-4 with the following as specified in **DEVIATION 2017-1 (AUG 2017):**

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 4701](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

**(xii) 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders– Commercial Products and Commercial Services (JUN 2023) (DEVIATION 2017-1, DEVIATION DEC 2022)**

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (5) 52.232-40, 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. 3805note)).

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

- (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (8) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).
- (9) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101note).
- (15) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C.644).
  - (ii) Alternate I (Mar 2020) of 52.219-6.
- (23) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).
  - (ii) Alternate I (MAR 2020) of 52.219-28.
- (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
  - (ii) Alternate I (Feb 1999) of 52.222-26.
- (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
  - (ii) Alternate I (Jul 2014) of 52.222-36.
- (36) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
  - (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).
- (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (49)(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
  - (ii) Alternate I (Oct 2022) of 52.225-1
- (52) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

(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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

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

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

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

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

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

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

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

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

(xxiii) 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.

**xiii) Additional Requirements/Terms and Conditions**

**Clauses:**

SYSTEM FOR AWARD MAINTENANCE	(FAR 52.204-13) (OCT 2018)
COMMERCIAL & GOVERNMENT ENTITY CODE MAINTENANCE	(FAR 52.204-18) (AUG 2020)
INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	(FAR 52.204-19) (DEC 2014)
PROHIBITION ON CONTACTING FOR CERTAIN TELECOMMUNICATIONS AND- VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NDAA 889)	(FAR 52.204-25) (NOV 2021)
PROHIBITION ON A BYTEDANCE COVERED APPLICATION	(FAR 52.204-27) (JUN 2023)
BUY AMERICAN-SUPPLIES	(FAR 52.225-1) (OCT 2022)
UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	(FAR 52.232-39) (JUN 2013)
PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION APR 2020) (31 USC 3903 AND 10 USC 2307)	(FAR 52.232-40) (MAR 2023)
APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	(FAR 52.233-4) (OCT 2004)
STOP-WORK ORDER	(FAR 52.242-15) (AUG 1989)
GOVERNMENT DELAY OF WORK	(FAR 52.242-17) (APR 1984)
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(FAR 52.249-8) (APR 1984)
CLAUSES INCORPORATED BY REFERENCE	(FAR 52.252-2) (Feb 1998)
AUTHORIZED DEVIATIONS IN CLAUSES	(FAR 52.252-6) (NOV 2020)
COST REIMBURSEMENT	(FAR 52.243-2) (AUG 1987)
MODIFICATION FOR CONTRACT CLOSEOUT	(AGAR 452.204-70) (USDA Deviation Jul 2022)
PERIOD OF PERFORMANCE	(AGAR 452.211-74) (Feb 1988)

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

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

Federal Acquisition Regulation (FAR) Clauses:

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

Department of Agriculture Acquisition Regulation (AGAR) Clauses: <https://www.acquisition.gov/agar> (AGAR clauses begin with 452)

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

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

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

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

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

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

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

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

**Provisions:**

FAR 52.204-7 System For Award Management (Oct 2018)

FAR 52.204-16 Commercial and Government Entity Code Reporting. (Aug 2020)

FAR 52.212-3 Offeror Representations and Certifications, Commercial products and Commercial Services. (DEC 2022)

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

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

FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction Under Any Federal Law. (Feb 2016)

FAR 52.212-3 Offeror Representations and Certifications, Commercial Products and Commercial Services. (Dec 2022)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

FAR 52.252-5 Authorized Deviations in Provisions (NOV 2020)

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

(b) The use in this solicitation of any Agriculture Acquisition Regulation (48 CFR Chapter 4) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**(xiv) Defense Priorities and Allocation System (DPAS) Rating: N/A**

**(xv) Date, Time, and Place Offers are due**

**No Later Than 23 Sept 2023, 08:00 MT**, delivered to [tamara.mikkelsen@usda.gov](mailto:tamara.mikkelsen@usda.gov)

**(xvi) Government Point of Contact**

Tammy Mikkelsen [tamara.mikkelsen@usda.gov](mailto:tamara.mikkelsen@usda.gov)