



**United States
Department of
Agriculture**

**FARM SERVICE AGENCY
Commodity Operations**

The U.S. Department of Agriculture (USDA), Farm Service Agency (FSA), Deputy Administrator for Commodity Operations (DACO) requests proposals from responsible sources to provide marine cargo discharge/delivery survey services in **ETHIOPIA, MALAYSIA, and SOMALIA**.

The services will include surveys of containerized, and/or breakbulk, and/or bulk commodities for food assistance programs. It is the intention of the Government to award a firm-fixed price requirements service contract to one firm for each country.

January 21, 2016

Solicitation # AG-INTS-S-16-0002

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I. Solicitation Form

1. Solicitation Number: AG-INTS-S-16-0002

2. Solicitation Issue Date: January 21, 2016

3. Issued and Administered By:

USDA-Farm Service Agency-Deputy Administrator for Commodity Operations
International Procurement Division
Beacon Facility- Mail Stop 8738
P.O. Box 419205
Kansas City, MO 64141-6205

4. Solicitation Type: Request for Proposals (RFP)

5. Offer Due Date/Local Time: March 11, 2016 at 10:00 A.M. Central Time

6. Award Information Available By: March 25, 2016 at 4:00 P.M. Central Time

7. Public Release of Award By: March 30, 2016 at 4:00 P.M. Central Time

8. Solicitation Information Contact:

Name: Kyla Stoufer
Fax: 816-926-8828
E-mail: kyla.stoufer@kcc.usda.gov

9. This Acquisition is:

Unrestricted

10. Schedule of Services: It is anticipated that food aid cargoes requiring marine cargo discharge/delivery survey services will be shipped to the following countries; however, due to program changes, there is no guarantee that a survey will be required at all locations during the period of the contracts.

- **Ethiopia**
- **Malaysia**
- **Somalia**

11. Place of Performance: See Section IV.B. for Scope of Work.

12. Submit survey reports and invoices to:

USDA-FSA-DACO
Contract Reconciliation Division - Export Debt Branch
Beacon Facility - Mail Stop 8758
2312 East Bannister Road
Kansas City, MO 64141-3011

For express mail:

USDA-FSA-DACO
Contract Reconciliation Division - Export Debt Branch
Beacon Facility - Mail Stop 8758
2312 East Bannister Road
Kansas City, MO 64141-3011

For questions concerning invoices contact Martha Locke at 816-926-2992 or Dennis Atkins at 816-926-1532.

13. Contract Type:

- // Definite Delivery/Definite Quantity
- // Indefinite Delivery/Indefinite Quantity
- /x/ Requirements/Indefinite Quantity
- // Fixed Price (Differential) with Economic Price Adjustment

14. Accounting and Appropriation Data:

Funding for the service contracts awarded under this solicitation will be provided through the applicable funding source used for the procurement of the food aid that is to be surveyed.

15. Solicitation incorporates FAR provisions 52.212-1, 52.212-2, 52.212-3 and clauses 52.212-4 and 52.212-5.

These provisions and clauses are included within this document either in their entirety or by reference only.

16. USDA Contracting Officer

/s/ Daniel Webber, Contracting Officer

II. General Description

The Farm Service Agency procures staple foods for use in various international food aid programs administered by the U.S. Agency for International Development (USAID) and USDA's Foreign Agricultural Service (FAS). The food is purchased in bulk and packaged form and transported overseas by ocean carriers to discharge ports or foreign inland destinations for delivery to Non-Governmental Organizations (NGO), Private Voluntary Organizations (PVO), or foreign governments. Given the inherent nature of transporting bulk and packaged food long distances by sea and overland in foreign nations, there is a potential for loss or damage. To address this risk, the Government is seeking to hire marine cargo survey companies to attend at discharge locations and, if applicable, customs and final delivery locations in order to witness and examine cargoes, document the count and condition of these food aid shipments and activities related to disposition, and provide a written report. The survey reports issued by the Contractors will be used by the Government to fix responsibility for loss and damage to the food aid. The Statement of Work under Section IV.A. provides the Government's requirements.

Under certain circumstances, DACO may require that ancillary services be performed. Examples of such services include sampling of damaged commodities and providing analysis of suspected unfit cargoes.

Pursuant to FAR 15.306(a)(3), the government intends to evaluate proposals and make award without discussions. However, the Government reserves the right to hold discussions, if necessary.

Provisions and clauses in effect through FAC 2005-85 are incorporated into this RFP, as applicable.

III. Contract Clauses

A. FAR 52.212-4 Contract Terms and Conditions—Commercial Items (May 2015)

A.1 Addenda to FAR 52.212-4

1. Addendum to Paragraph (a) *Inspection/Acceptance*. The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract. Inspection and acceptance will be performed at: United States Department of Agriculture, Deputy Administrator for Commodity Operations, 6501 Beacon Drive, Kansas City, Missouri, 64133-4676.
2. Addendum to Paragraph (b) *Assignment*.
If requesting assignment of claims under the contract, the contractor may use USDA forms CCC-251 (Notice of Assignment) and CCC-252 (Instrument of Assignment), which may be obtained at: <http://www.fsa.usda.gov/FSA/webapp?area=home&subject=coop&topic=pas> or the contractor may use its own forms provided the forms are essentially consistent with CCC-251 and CCC-252 in content.
3. Addendum to Paragraph (e) *Definitions*.
 - (1) "COTR" means Contracting Officer Technical Representative duly authorized by the Contracting Officer.
 - (2) "Major damage" means damage that in the estimation of the surveyor exceeds USD \$20,000.
 - (3) "Materials" applies to other direct costs, including travel expenses.
 - (4) "NGO" means non-governmental organization which receives the food aid to be surveyed.
 - (5) "TBL" means through bill of lading.
 - (6) "Third party lab" means a laboratory meeting international ISO testing standards that is not affiliated/associated with either the ocean carrier or receiver involved in the shipment.

4. Addendum to add Paragraph (v) – *Submission of deliverables*

All survey reports and related survey documentation shall be submitted concurrently with the associated invoice to the address in Section I Solicitation Form. Deliverables and invoice may be submitted electronically to the COTR.

(End of addenda)

A.2. Additional Clauses

AGAR 452.211-74 Period of Performance. (Feb 1988)

The base period of performance of this contract is from

April 1, 2016 through Sept 30, 2016.

Option period 1, if exercised, is from Oct 1, 2016 through Sept 30, 2017.

Option period 2, if exercised, is from Oct 1, 2017 through Sept 30, 2018.

Option period 3, if exercised, is from Oct 1, 2018 through Sept 30, 2019.

Option period 4, if exercised, is from Oct 1, 2019 through Sept 30, 2020.

(End of Clause)

AGAR 452.211-75 Effective Period of the Contract. (Feb 1988)

The effective period of this contract is from contract award date through September 30, 2020.

(End of Clause)

FAR 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 1, 2016 through September 30, 2020.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

FAR 52.216-19 Order Limitations. (Oct 1995)

a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one ocean container [for containerized cargoes], 75 metric tons [for breakbulk], or 500 metric tons [for bulk cargoes], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of 450 ocean containers [for containerized cargoes], 40,000 metric tons [for breakbulk], or 65,000 metric tons [for bulk cargoes];

(2) Any order for a combination of items in excess of 450 ocean containers [for containerized cargoes], 40,000 metric tons [for breakbulk], or 65,000 metric tons [for bulk cargoes]; or

(3) A series of orders from the same ordering office within two days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor’s

intent not to perform the service called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

FAR 52.216-21 Requirements. (Oct 1995)

- (a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 60 days after the through date in clause 452.211-74.

(End of clause)

AGAR 452.216-73 Minimum And Maximum Contract Amounts (Feb 1988)

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of not applicable, but not in excess of 5,000,000 metric tons.

(End of clause)

FAR 52.217-8 Option to Extend Services. (November 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty (60) days prior to contract expiration date.

(End of clause)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

FAR 52.232-18 Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

FAR 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30, 2016. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2016, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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 and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at: United States Department of Agriculture, Deputy Administrator for Commodity Operations, 6501 Beacon Drive, Kansas City, Missouri, 64133-4676.

(End of clause)

FAR 52.247-5 Familiarization with Conditions (Apr 1984)

The offeror shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

(End of clause)

FAR 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 full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

<http://www.usda.gov/procurement/policy/agar.html>

(End of clause)

B. FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (Dec 2015)

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

- (1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [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 items:

[Contracting Officer check as appropriate.]

- X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- __ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).
- __ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- __ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- __ (5) [Reserved].
- __ (6) [52.204-14](#), Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- __ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- __ (8) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101 note](#)).
- __ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).
- __ (10) [Reserved].
- __ (11)(i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- __ (ii) Alternate I (Nov 2011) of [52.219-3](#).
- __ (12)(i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- __ (ii) Alternate I (JAN 2011) of [52.219-4](#).
- __ (13) [Reserved]
- __ (14)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).
- __ (15)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Oct 1995) of [52.219-7](#).
- __ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- __ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Oct 2015) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (Oct 2001) of [52.219-9](#).
- __ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- __ (iv) Alternate III (Oct 2015) of [52.219-9](#).
- __ (18) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011) ([15 U.S.C. 644\(r\)](#)).
- __ (19) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- __ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- __ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C.](#)

[632\(a\)\(2\)](#)).

__ (23) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).

__ (24) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).

__ (25) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

__ (26) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

__ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

__ (28) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).

__ (29) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015)([38 U.S.C. 4212](#)).

__ (30) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).

__ (31) [52.222-37](#), Employment Reports on Veterans (OCT 2015) ([38 U.S.C. 4212](#)).

__ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

__ (33)(i) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([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).

__ (34) [52.222-54](#), Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

__ (35)(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.)

__ (36)(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](#).

__ (37)(i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of [52.223-14](#).

__ (38) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

__ (39)(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](#).

__ (40) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

__ (41) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

__ (42)(i) [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 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 (May 2014) of [52.225-3](#).

__ (iii) Alternate II (May 2014) of [52.225-3](#).

__ (iv) Alternate III (May 2014) of [52.225-3](#).

__ (43) [52.225-5](#), Trade Agreements (NOV 2013) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

X (44) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (45) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

__ (46) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

__ (47) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

__ (48) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

__ (49) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (50) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (51) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

__ (52) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

__ (53) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

__ (54)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

__ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

__ (1) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

__ (2) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).

__ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

__ (5) [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](#)).

__ (6) [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](#)).

__ (7) [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](#)).

__ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

__ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

__ (10) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all

- subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
 - (iv) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015)
 - (v) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
 - (vi) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
 - (vii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
 - (viii) [52.222-37](#), Employment Reports on Veterans (Oct 2015) ([38 U.S.C. 4212](#))
 - (ix) [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](#).
 - (x) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
 - (xi)
 - _(A) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([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).
 - (xii) [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](#)).
 - (xiii) [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](#)).
 - (xiv) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
 - (xv) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
 - (xvi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
 - (xvii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
 - (xviii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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 (Oct 2015). 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 8G 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 items, 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 (Oct 2015) ([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) [52.219-8](#), Utilization of Small Business Concerns (Oct 2014) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (D) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (E) [52.222-26](#), Equal Opportunity (Apr 2015) (E.O. 11246).
- (F) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C. 4212](#)).
- (G) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
- (H) [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](#).
- (I) [52.222-41](#), Service Contract Labor Standards (May 2014) ([41 U.S.C. chapter 67](#)).
- (J) ___(1) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([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](#)).
- (K) [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](#)).
- (L) [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](#)).
- (M) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (Executive Order 12989).
- (N) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (O) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (P) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(End of Clause)

IV. Contract Documents and Attachments

A. Statement of Work

1. Background

To address risks inherent with shipping U.S. food aid to overseas destinations, the Government is seeking to hire a marine cargo survey company to attend, witness, and examine food cargoes, document the count and condition of these food aid shipments and activities related to disposition, and provide a written report. In general, we are seeking an experienced survey firm with a proven performance record conducting like work.

2. Government Contact Information

Upon contract award the Contractor will be advised of the individual serving as the COTR for the contract and the individual serving as COTR for report and invoice submission, including applicable phone numbers and E-mail addresses.

3. Availability and Notification

The Contractor shall be available on 48 hour notice of the shipments. Attendance may be required simultaneously at numerous locations.

4. Task Orders

- a. The Government intends to issue task orders electronically pursuant to 4.b. below; however, it reserves the right to issue task orders orally, by email, or by facsimile, if necessary.
- b. Once the cargo has lifted from a US port, the COTR shall provide the Contractor a task order which will include information detailing the cargo to be surveyed with identifying information, the vessel on which it is shipped, the destination(s) with estimated arrival date, attendance location(s), and contact information. The instructions on the task order will identify the shipment terms (ie: port-to-port or through bill of lading) to define the prices used.
- c. The task order will be issued to the survey contract (country) holder on the basis of where the survey work ends. Shipments for which title transfers at the discharge port will be awarded on the discharge port country survey contract, if one exists. Those shipments considered by USDA to be on a through bill of lading requiring attendance at both the discharge port and inland location(s) will be awarded on the survey country contract of the inland location.

5. Conveyances

Bulk cargoes will be typically shipped in bulk and tanker vessels; packaged cargoes in bulk or breakbulk vessels, lash barges, or in containers. Cargoes will be shipped port-to-port or on through bills of lading where the cargoes are transported to inland locations.

6. Products

The products subject to marine cargo discharge/delivery survey service include dry staple foods such as rice, peas, beans, and lentils; dry blended foods such as wheat-soy blend and corn-soy blend; and vegetable oil. This food aid is packaged in polypropylene or paper bags ranging in size from 20 pounds to 50 kilograms, cardboard cartons containing consumer-pack quantities, liquid 20 liter pails, 6/4 liter containers, and 208 liter drums. Bulk grain and oil cargoes may be shipped such as wheat, corn, soybeans, soybean meal and vegetable oil.

7. Communications

The Contractor shall provide timely replies to inquiries, within seven (7) working days.

B. Scope of Work

1. The surveyor is required to attend at the discharge and delivery of all food aid cargoes covered by the contract. These locations include:
 - a. the discharge port (which may be in a different country than the country for which the surveyor has a contract)
 - b. the delivery location(s), as applicable
 - c. for containerized shipments, at customs locations outside of port areas where the containers are opened.
2. The table below lists all the countries for which the Government intends to award indefinite delivery requirements contracts. A separate contract will be awarded for each country, with only one contract holder per country. Offerors may submit proposals for more than one country; however, each country offer shall be submitted as a separate proposal, i.e., technical and price proposal specific for each country offer. An offeror may be awarded more than one contract.

Ethiopia	Malaysia	Somalia
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C. Required Services

The Contractor shall provide all management, supervision, and personnel to provide the following under the contract:

1. A single point of contact, including phone number and e-mail, for all matters under the contract(s).
2. A cargo survey by qualified, experienced surveyors at vessel discharge and, if any, the port customs station, as well as at the ultimate destination(s) for through bills-of-lading shipments.
3. For bulk shipments, at our instruction, a draft survey may be required in place of, or in addition to, a discharge survey.
4. For bulk shipments which require bagging, additional survey reporting will be required which specifies losses and damages resulting from the bagging operation, as well as survey reporting at the ultimate destination(s) for through bill-of-lading shipments.
5. For any containerized cargoes, a survey at discharge and at customs locations between discharge port and at final destination where containers are opened. Also, survey reporting will be required at the ultimate destination(s) for through bill-of-lading shipments.
6. Documentation and evidence of:
 - a. The quantity of cargo discharged/delivered, including knowledge or explanation of why shortages/damages have occurred.
 - b. Container manufacture date with container number, photo and/or narrative with written date included in the body of the survey report.
 - c. Condition of container seals at discharge/customs/delivery. If broken or additional seals applied, must state where new seals were applied and report both the original seal numbers and new seal numbers.
 - d. Quantity of cargo removed by customs.
 - e. The condition of cargo discharged/delivered, including a complete description of the type and severity of the damage, and give probable cause of damage.
 - f. If containerized, the number and condition of containers discharged/delivered.
 - g. Inspection of containers describing condition of door seals when commodities are found to be wet or moldy. Note condition of floor area if it is suspected that any moisture may have penetrated around or through the floor.
 - h. Weather conditions incurred from the time of discharge through the completion of survey.
 - i. On through bills of lading, document; type of delivery vehicle, pictures of delivery vehicles, and document road/travel conditions in the event of accidents.
 - j. On a port to port bill of lading, the survey must be performed at the quay, warehouse or container place of rest as determined by the booking note/charter party or as otherwise allowed by the port.
7. In the event of major loss, the Contracting Officer or COTR is notified immediately.
8. Evidence that written notice of loss was presented to carrier/carrier's representative within three days of discharge/delivery.
9. Observe, and provide documentation and evidence for the disposition of any damaged (including reconstituted) cargo.
10. The names, titles, and organizational affiliations of those present at discharge/customs inspection/delivery/destruction.
11. In the event of damaged cargo, obtain photographs and a representative sample and, subject to separate authorization by the Contracting Officer or COTR, provide timely documentation of the analysis of suspected unfit cargo by an independent third party lab, if local health official is not available.
12. Certifications signed by third parties (vessel personnel, NGO and PVO representatives, and custom representatives) establishing attendance by the Contractor at each location attended.
13. Submission of the preliminary form KC-334 upon completion of discharge/delivery and submission of the final form KC-334 with the survey report.

D. Deliverables

1. The Contractor shall liaise with DACO, the applicable vessel agent, and NGO/PVO in order to coordinate on-time attendance and the service to be provided.
2. The Contractor shall attend and observe at the locations stipulated in this RFP.
3. The Contractor shall provide a separate, written survey report and supporting documentation, in English or with translation, for each originating vessel's cargo and destination with sufficient detail and documentation so as to fix responsibility for losses occurring while cargo is under the care, custody, and control of the steamship company transporting the cargo. The report may be electronic or hard copy. A copy of the report should be sent to the receiver.
4. The completed report shall be submitted within 60 days of completion of discharge/delivery. If submission of the report cannot be made within 60 days, a request for extension must be made to the contracting officer by e-mail prior to the 60 day deadline, with justification for the delay and an estimated date of submission. If reconstitution is not expected to be completed within approximately two weeks, the report should still be submitted, with reconstitution documentation to follow upon completion of the process.
5. The Contractor shall provide timely replies to inquiries, within seven (7) working days.
6. Additional information related to deliverables to be provided under the contract:

PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL	MONITORING METHOD
<p>1. For <u>containerized</u> shipments, the following factors must be elements of a written report:</p> <ul style="list-style-type: none"> - the quantity of cargo discharged/delivered - the condition of cargo discharged/delivered, including a complete description of the type and severity of the damage, and give probable cause of damage. - check vessel holds before and after discharge - list container numbers and seal numbers at time of discharge/customs/delivery - personally observe discharge/delivery and comment on container conditions and note container defects, if any - signed, legible, accurate original stroke tallies - attendance and reporting on accessing containers at customs locations - report of infestation, if any - photographs of any broken seals on the containers 	<p>Report is sufficient to support the USDA claims recovery process.</p>	<p>USDA review of all Contractor's reports.</p>
<p>2. For <u>breakbulk</u> shipments, the following factors must be elements of a written report:</p> <ul style="list-style-type: none"> - the quantity of cargo discharged/delivered 	<p>Report is sufficient to support the USDA claims recovery process.</p>	<p>USDA review of all Contractor's reports.</p>

PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL	MONITORING METHOD
<ul style="list-style-type: none"> - the condition of cargo discharged/delivered, including a complete description of the type and severity of the damage, and give probable cause of damage. - check vessel holds before and after discharge - personally observe discharge/delivery - signed, legible, accurate original stroke tallies - for TBL shipments, attendance and reporting on loading of land conveyance. - report of infestation, if any 		
<p>3. For <u>bulk</u> shipments, the following factors must be elements of a written report:</p> <ul style="list-style-type: none"> - the quantity of cargo discharged/delivered - the condition of cargo discharged/delivered, including a complete description of the type and severity of the damage, and give probable cause of damage. - check vessel holds before and after discharge - conduct draft surveys to establish quantity on free-out shipments, at lightering operations and at ports where scales not available - personally observe and describe in detail the discharge/delivery process - scale information including scale location, scale type, date of last calibration, and other factors affecting scale weight accuracy - for TBL shipments, attendance and reporting on loading of land conveyance - for liquid cargoes and tallow, condition of pumping equipment and shore tanks/tank trucks - provide the actual (or estimated, if actual not available) weight loss of any shortage, or damaged cargo and the type and severity of damage - if bulk cargo is being bagged, observe bagging operation and 	<p>Report is sufficient to support the USDA claims recovery process.</p>	<p>USDA review of all Contractor's reports.</p>

PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL	MONITORING METHOD
<p>report the quantity bagged; document the total bag count and weight and the method of such determination; forward original stroke tallies with the survey report to document the quantity of cargo bagged and stacked.</p>		
<p>4.A. In the event of major loss, the Contracting Officer or COTR is notified immediately.</p>	<p>100 percent compliance</p>	<p>USDA review of all Contractor's reports.</p>
<p>4.B. Evidence that written notice of loss was presented to carrier/ carrier's representative within three days of discharge/delivery.</p>	<p>100 percent compliance when there are losses suffered, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government.</p>	<p>USDA review of all Contractor's reports.</p>
<p>4.C. Observe, and provide documentation and evidence for the disposition of any damaged cargo.</p> <ul style="list-style-type: none"> - Document reconstitution efforts and results - Obtain health officer's certificate for cargoes suspected to be unfit - Provide disposal or destruction documentation - The names of those present at discharge/customs inspection/ delivery/destruction, including names, titles, and organizational affiliations. 	<p>100 percent compliance for observation, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government.</p>	<p>USDA review of all Contractor's reports.</p>
<p>4.D. In the event of damaged and/or out of condition cargo, take photographs and samples and, subject to separate authorization by the Contracting Officer, provide timely analysis of suspected unfit cargo by an independent third party lab, if local health official is not available.</p>	<p>100 percent compliance when local health official is not immediately available, contractor must take representative samples at the time damage is discovered, or commodity is suspected to be unfit.</p> <p>Submit samples for testing within one week of authorization:</p> <ul style="list-style-type: none"> - 100 percent compliance when major damage (damage that in the estimation of the surveyor exceeds USD \$20,000) is present 	<p>USDA review of all Contractor's reports.</p>

PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL	MONITORING METHOD
	- 75 percent compliance when value of the loss is minor	
5. Certifications signed by third parties (vessel personnel, NGO/PVO representatives, customs representatives) establishing attendance by the Contractor at each location attended.	100 percent compliance, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government.	USDA review of all Contractor's reports.

E. Applicable Documents

The following legal/regulatory documents may be relevant to this acquisition:

- United States Carriage of Goods by Sea Act (COGSA);
- The Harter Act;
- 22 CFR 211—Transfer of Food Commodities for Food Use in Disaster Relief, Economic Development and Other Assistance;
- 7 CFR 1499—Foreign Donation Programs, Liability For Loss, Damage, Or Improper Distribution Of Commodities--Claims And Procedures;

F. Exhibits

See exhibits posted in FBO for forms KC377 Rate Schedule and KC344 Discharge/Delivery Preliminary Survey.

V. Solicitation Provisions

A. FAR 52.212-1 Instructions to Offerors—Commercial Items (Oct 2015)

A.1. Addenda to FAR 52.212-1

1. Addendum to paragraph (b) *Submission of offers.*

Submission of offers is revised to remove “Offers may be submitted on the SF 1449.” The SF 1449 is not being used for this streamlined solicitation. Offerors should submit their signed and dated offers using company letterhead.

Paragraph (b) is further amended to update items (1) through (11), outlining required components of the offer. As a minimum, the following replacement items must be included in the offeror's proposal package –

- (12) The offer must be submitted on company letterhead and identify the company name, address, and telephone number, as well as the e-mail address of the person submitting the offer for contact purposes.
- (13) It must identify both the solicitation number and the country.
- (14) All technical factors outlined in Section V.B. FAR 52.212-2 Evaluation-Commercial Items, below, shall be addressed in sufficient detail to evaluate compliance with the requirements in the solicitation.
- (15) A completed Form KC-337 Rate Schedule, dated 12-31-2015, as attached to the FedBizOpps posting, must be included. An offeror may bid on the base year and as many option years as desired by circling the appropriate number. Separate rate sheets may be submitted if the prices vary by option year, as long as the years the prices are effective are clearly marked.
- (16) Any solicitation amendments must be acknowledged.

- (17) A statement must be submitted, certifying that the offeror has the capability to utilize standard digital photography to document any issues which might be raised.
- (18) The offeror must submit a brief narrative describing their plan for the timely and accurate exchange of information between stateside personnel and personnel overseas.
- (19) The offeror must submit a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (20) A completed copy of the representations and certifications at FAR 52.212-3 must be submitted. These can be submitted electronically in www.acquisition.gov OR by completing the pages found at the end of this solicitation in Section V.C.
PLEASE NOTE: for survey work performed outside the US, only paragraphs (e), (h), (m), and (o) are applicable and need to be addressed.
- (21) A statement must be submitted, certifying that the offeror has access to an accredited laboratory to use in the event that damaged cargo requires analysis.

Prior to the deadline stated in Section I, Solicitation Form, offer packages may be submitted electronically to: kyla.stoufer@kcc.usda.gov and must be in a format compatible with Microsoft Office or Adobe Acrobat.

2. Addendum to paragraph (j) – Data Universal Numbering System (DUNS) Number.

Foreign firms are exempted from the requirement to obtain and provide a DUNS number with their offer.

3. Addendum to paragraph (k) –System for Award Management. By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database within fifteen (15) days after contract award, or at least three (3) days prior to submission of the first invoice, whichever occurs first. Payments to awardees can only be made to vendors registered in SAM. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(End of addenda)

A.2. Additional Provisions

AGAR 452.219-70 Size Standard and NAICS Code Information (Sep 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

- Contract line item(s): See Schedule of Services
- NAICS Code 488390
- Size Standard \$35.5 million

(End of provision)

4K52.242-01 Contractor Past Performance

The Government will prepare a past performance evaluation at the time the work under the contract is completed. In addition, interim evaluations may be conducted as to provide current information for source selection purposes, for contracts or orders with a period of performance, including options, exceeding one year. Evaluation will rate performance areas such as quality of product or service, cost control, timeliness of performance, and business relations. The evaluation will be entered into the Contractor Performance Assessment Reporting System (CPARS). Contractor will have an opportunity

to comment on the Governments evaluation. Details on access and use of CPARS will be provided to the Contractor at a future date.

The past performance evaluation may be used by the Government to support future award decisions.

(End of provision)

A.2. Additional Provisions

AGAR 452.219-70 Size Standard and NAICS Code Information (Sep 01)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

- Contract line item(s): See Schedule of Services
- NAICS Code 488390
- Size Standard \$35.5 million

(End of provision)

4K52.242-01 Contractor Past Performance

The Government will prepare a past performance evaluation at the time the work under the contract is completed. In addition, interim evaluations may be conducted as to provide current information for source selection purposes, for contracts or orders with a period of performance, including options, exceeding one year. Evaluation will rate performance areas such as quality of product or service, cost control, timeliness of performance, and business relations. The evaluation will be entered into the Contractor Performance Assessment Reporting System (CPARS). Contractor will have an opportunity to comment on the Governments evaluation. Details on access and use of CPARS will be provided to the Contractor at a future date.

The past performance evaluation may be used by the Government to support future award decisions.

(End of provision)

52.252-1 -- Solicitation Provisions Incorporated by Reference. (Feb 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

<http://www.usda.gov/procurement/policy/agar.html>

(End of Provision)

B. FAR 52.212-2 Evaluation-Commercial Items. (Oct 2014)

- (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 factors considered. The following factors shall be used to evaluate offers:

1. **Staffing.** The Government will evaluate proposals on the basis of a firm's sufficient staffing to be deployed to cover all anticipated locations in the particular country(ies) or regions given the potential for simultaneous attendance at multiple port and inland locations. If the survey work is to be performed by an affiliated company or subcontractor, the name of that company should be provided in the proposal.
2. **Experience.** This technical factor will be evaluated on the basis of the experience level of the surveyors performing the work in the pertinent country. Information on the key parties, including years of experience and type of work experience should be included. Experience of any management staff coordinating the operations should also be included in the proposal.
3. **Sample Survey Report.** One (1) sample survey report shall be submitted. The sample should be relevant for the type work being solicited. The Government will review the report for content, clarity of reporting, and accuracy of figures. It is recognized that a report performed for a third party will not necessarily contain all the components listed in the Deliverables and Required Service sections listed above, but should reflect an understanding of the key factors.
4. **Past Performance.** The Government shall evaluate proposals on the basis of customer satisfaction on past (within the last three years) or current Government or commercial contracts similar to this Government requirement. Offerors are allowed to submit information on a maximum of five contracts.
Offerors shall provide the following information in its proposal:
 1. Contract number
 2. Date of contract
 3. Customer name
 4. Point of contact (name, current phone number, and email address)

In rating an offeror's past performance, information in the offeror's proposal will be considered along with information obtained from other sources, such as USDA. The Government reserves the right to contact any and all references to assess the offeror's performance and relative capability related to customer satisfaction, timeliness of performance, and commitment to customer satisfaction. If there is no information on past contract performance of an offeror or past contract performance is not available, the offeror will not be evaluated favorably or unfavorably on this factor, and past performance will be rated as neutral.

Technical and past performance, when combined, are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

C. FAR 52.212-3 Offeror Representations and Certifications—Commercial Items (November 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) Definitions. As used in this provision-

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174).

Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”-

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

“Service-disabled veteran-owned small business concern”-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(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 posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM

website accessed through <http://www.acquisition.gov>. After reviewing the SAM database 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 Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is

a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business

Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).
(g)(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements–Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

- (1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
- (3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

[The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

- (1) Listed end products.

Listed End Product Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies

that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror does does not certify that-

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and
(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does does not certify that-

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));
(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

- TIN has been applied for.
- TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) Common parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) Representation. The Offeror represents that-

- (i) It is, is not an inverted domestic corporation; and
- (ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

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

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

- (i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it o has or o does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if

applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(End of Provision)

Alternate I (Oct 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(End of Provision)