



**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 quotations from responsible sources to provide marine cargo discharge/delivery survey services in **Afghanistan, Central America (Guatemala, Nicaragua, & El Salvador), Ghana, Senegal, South Africa, Sudan, Tanzania, and United Arab Emirates.**

The services will include surveys of containerized commodities for food assistance programs. It is the intention of the Government to award a firm-fixed price contract to one firm for each country.

**January 24, 2017**

Part I -- The Schedule

A. Solicitation/Contract Form SF1449

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER	PAGE 1 OF 1	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 12-1NTS-17-S-0003	6. SOLICITATION ISSUE DATE 01/17/2017		
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Kyla Stoufer		b. TELEPHONE NUMBER (No collect calls) 816-926-8828	8. OFFER DUE DATE/ LOCAL TIME 02/10/2017 12:00pm CST		
9. ISSUED BY USDA-FSA-DACO International Procurement Division Beacon Facility – Mail Stop 8738 Kansas City, Missouri, 64141		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)	SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO USDA-FSA-DACO-Contract Reconciliation Division Beacon Facility – Mail Stop 8758 2312 East Bannister Road Kansas City, Missouri, 64141-3011		CODE	16. ADMINISTERED BY same as box 9			
17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY USDA-FSA-DACO Contract Reconciliation Division Beacon Facility – Mail Stop 8758 2312 East Bannister Road Kansas City, Missouri, 64141-3011			
TELEPHONE NO.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	RATES SHALL BE SUBMITTED ON THE FORM KC-337  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					\$ 0.00
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 0.00		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  <small>Digitally signed by Jessica Howlett DN: cn=Jessica Howlett, o=USDA/KCCO/IPDP/PB, email=Jessica.Howlett@kcc.usda.gov, c=US Date: 2017.01.17 09:19:02 -0600</small>			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Jessica Howlett		31c. DATE SIGNED 1/17/2017	

## B. Supplies Or Services And Prices/Costs

1. The Government is contemplating the award of an indefinite delivery/requirements contract. 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.
  - a. Afghanistan
  - b. Central America (**Guatemala, Nicaragua, & El Salvador**)
  - c. Ghana
  - d. Senegal
  - e. South Africa
  - f. Sudan
  - g. Tanzania
  - h. United Arab Emirates
2. Provide the following marine cargo discharge/delivery survey services as needed.

Table 1.1 – List of Services

Description	UOM
Discharge Survey only - Bulk no bagging	MT
Discharge Survey only - Bulk including bagging	MT
Discharge Survey only – Breakbulk	MT
Draft Survey	Per Day
Customs Locations	Per Day
TBL - Discharge and Delivery Survey - Bulk no bagging	MT
TBL - Discharge and Delivery Survey - Bulk including bagging	MT
TBL - Discharge and Delivery Survey – Breakbulk	MT
Discharge Survey Only - Containerized - No Devanning (1)	Container
Discharge Survey Only - Containerized - Devan at Port (2)	Container
Discharge and Delivery Survey - Containerized - Devan at Inland Delivery Location (3)	Container
Discharge and Delivery Survey - Containerized - Devan at Port + Breakbulk Inland Delivery Location (4)	Container
(1) Containers are not devanned OR surveyor not a witness to devanning. Container and seal check only. Attendance at port.	
(2) Containers are devanned at port (within 25 km radius). Attendance at port.	
(3) Containers are transported inland where devanning occurs. Attendance at port and inland delivery location.	
(4) Containers are devanned at port, cargo loaded onto conveyance to inland destination for breakbulk survey. Attendance at port and inland delivery location.	

3. Under certain circumstances, the Government may require that ancillary services be performed. Examples of such services include sampling of damaged commodities and providing analysis of suspected unfit cargoes. Sampling must be performed to ISO Standards. Please include pricing for the tests below in your offer.
  - a. Silver Nitrate
  - b. Moisture
  - c. Commodity Analysis of Fitness for Human Consumption

## C. Statement Of Work

1. **Scope of Work:** To address risks inherent with shipping U.S. food aid to overseas destinations, the Government is seeking to contract with 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. We are seeking an experienced survey firm with a proven performance record conducting like work. The survey reports issued by the Contractors will be used by the Government to fix responsibility for loss and damage to the food aid. Please note that the discharge location and final delivery location may be in two different countries. Services are required based on the country of final destination.
  
2. **Background:** 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). 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, a marine cargo survey is performed for each food aid shipment during unloading at the foreign destination.

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 type products. This food aid is typically 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.

Agricultural commodities for food assistance programs are shipped overseas using three shipment methods: containerized shipments, breakbulk shipments, and bulk shipments. Cargoes will be shipped port-to-port or on through bills of lading where the cargoes are transported to inland locations.

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

- a. Afghanistan
- b. Central America (**Guatemala, Nicaragua, & El Salvador**)
- c. Ghana
- d. Senegal
- e. South Africa
- f. Sudan
- g. Tanzania
- h. United Arab Emirates

### CONTRACTOR REQUIREMENTS

3. **Technical Requirements/Tasks:** The surveyor shall attend and report on all food aid deliveries made to the country covered under this contract. Once the cargo has lifted from the US port, the Government will provide the contractor a task order which will include the following information detailing the cargo to be surveyed:
- a. Vessel
  - b. Conveyance type
  - c. Booking terms
  - d. Destination
  - e. Commodity
  - f. Estimated time of arrival
  - g. Ocean bill of lading
  - h. Tonnage

Task orders will be issued electronically; however, the Government reserves the right to issue task orders orally, by email, or by facsimile if necessary. A task order will be issued for each originating vessel/voyage with the same discharge/ETA and a survey will be required of every Ocean Bill of Lading (OBL). Multiple surveys may be required per task order. A task order will contain one type of conveyance (bulk, breakbulk, or containerized) and one booking type (through bill of lading, discharge only, devan at port, etc). Price paid for each task order is based on total quantity (number of containers or MT) for entire task order.

For each ocean bill of lading, the contractor shall provide a written survey report and supporting documentation, in English or with translation, 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. All portions of the report must be sent in as original documents. A copy of the report should be sent to the receiver.

The following tables describe the requirements of each shipment type.

Table 3.1 applies to all shipments.

Table 3.2 has additional requirements for containerized shipments.

Table 3.3 had additional requirements for breakbulk shipments.

Table 3.4 has additional requirements for bulk shipments.

**TABLE 3.1 REQUIREMENTS FOR REPORTS - ALL SHIPMENTS**

<b>Witness and Examine Cargos</b>		<b>Required Documents</b>
1	Personally observe and describe in detail the discharge/ delivery process.	
2	List representatives present during each survey location or action including their organization, names, and titles.	
3	For TBL shipments, list type of delivery vehicle and describe road and travel conditions in the event of an accident.	Pictures of road conditions and any accidents
4	Provide certifications signed by a minimum of one third party (vessel personnel, NGO/PVO representatives, and/or custom representatives) to verify the Contractor's attendance at each location attended.	Certificate of Attendance with signatures
<b>Document the Count of the Cargo</b>		<b>Required Documents</b>

5	Document the quantity of cargo discharged/delivered including explanation of why shortages/damages have occurred if known.	
6	Document quantity of cargo removed by customs.	
7	Provide signed, legible, and accurate original stroke tallies.	Original hard copy required
<b>Document the Condition of the Cargo</b>		<b>Required Documents</b>
8	Report the condition of cargo discharged/delivered.	
9	Report infestation, if any.	
10	Describe the type and severity of any damage and cause of the damage if known.	Pictures of damages with a visible PO number
11	Describe the weather conditions incurred from the time of discharge through the completion of survey when weather is a contributing factor to loss/damages and/or delays.	
12	Provide evidence that a written notice of loss was presented to the carrier and/or carrier's representative within three days of discharge/delivery.	Copy of notice
<b>Monitor the Disposition or Reconstitution of Cargo</b>		<b>Required Documents</b>
13	Provide third party lab test results, if applicable.	
14	Observe and provide documentation photographs and evidence for the disposition of any damaged (including reconstituted) cargo.	

**TABLE 3.2 ADDITIONAL REQUIREMENTS FOR REPORTS - CONTAINERIZED SHIPMENTS**

<b>Witness and Examine Containerized Cargos</b>		<b>Required Documents</b>
1	Personally observe discharge/ delivery and describe the container conditions. Document/photograph any container defects.	Pictures to support findings
2	List and photograph the container manufacture date, seal number, and container number at each required delivery location.	Pictures of both the date and container number
3	Provide a statement on the condition of <u>container seals</u> at discharge/ customs/ delivery. If broken or additional seals are applied, the survey must state where new seals were applied and report both the original seal numbers and new seal numbers.	Pictures documenting the condition of container seals
4	Report on the availability and access to containers at customs locations.	
<b>Document the Count</b>		<b>Required Documents</b>
5	List the number of containers discharged/delivered.	
<b>Document the Condition</b>		<b>Required Documents</b>
6	List the location of any damaged/wet bags in the container.	Pictures to support findings
7	When commodities are found to be wet or moldy, inspect containers and describe condition of door seals. Document any holes.	Pictures to support findings
8	Note condition of container floor area if contractor suspects moisture may have penetrated around or through the floor.	Pictures to support findings

9	When desiccants are present (per CAPIT protocol) provide description of placement and position in container. If condensation or evidence of damages caused by condensation is present, provide the weight of the desiccants.	Pictures of desiccant placement when condensation is present
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**TABLE 3.3 ADDITIONAL REQUIREMENTS FOR REPORTS - BREAK BULK SHIPMENTS**

<b>Witness and Examine Breakbulk Cargos</b>		<b>Required Documents</b>
1	For TBL shipments, describe the loading of land conveyance process.	
<b>Document the Count</b>		<b>Required Documents</b>
2	For TBL provide dispatch count.	Stroke tallies or other document of count
<b>Document the Condition</b>		<b>Required Documents</b>
3	Check vessel holds before and after discharge. Document conditions that contribute to damages/losses.	Pictures to support findings

**TABLE 3.4 ADDITIONAL REQUIREMENTS FOR REPORTS ON BULK SHIPMENTS**

<b>Witness and Examine Bulk Cargos</b>		<b>Required Documents</b>
1	List scale information including scale location, scale type, date of last calibration, and other factors affecting scale weight accuracy.	
2	For liquid cargoes and tallow, list condition of pumping equipment, shore tanks/tank trucks and other factors affecting weight accuracy.	
3	For a draft survey, document quantity on free-out shipments, lightering operations, and for shipments where scales are not available.	
4	Describe cleaning of vessel tanks and blowing of lines.	Pictures of findings
5	Describe bagging process and any conditions that contribute to damage/loss of cargo.	Pictures of findings
<b>Document the Count</b>		<b>Required Documents</b>
6	Provide the actual (or estimated, if actual not available) weight loss of any shortage, or damaged cargo and the type and severity of damage.	
7	Report the quantity bagged and dispatched; 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.	
<b>Document the Condition</b>		
8	Check vessel holds before and after discharge. Document conditions that contribute to damages/losses.	Pictures to support findings



4. **In the event of suspected major damage:** the surveyor shall immediately notify the Technical Monitor and follow the performance standards.
  - a. For damaged cargo suspected to be unfit for human consumption, collect a representative sample of the cargo for analysis following ISO standards.
  - b. If further analysis is recommended, include a price for the applicable tests in the email to the technical monitor. Also include the name and location of the proposed independent third party lab for analysis
  - c. Obtain authorization from the Contracting Officer in the form of an SF-30 Contract modification prior to proceeding with lab analysis.
  
5. **Deliverables / Schedule:** The Contractor shall liaise with Technical Monitor, the vessel agent, and NGO/PVO in order to coordinate on-time attendance and the service to be provided.

The Contractor shall provide timely replies to inquiries, within three (3) working days.

**Key Deliverables**

Item No.	Deliverable	Objective	Due
1	Preliminary Survey KC-334	Report shall inform USDA of arrival and general condition of cargo.	No later than five (5) business days after completion of discharge/delivery.
2	Final Survey Report and KC-334	Report shall include all required elements detailed in tables 3.1 – 3.4 and shall be sufficient to support the USDA claims recovery process.	No later than 60 days* after date of cargo delivery.
3	Draft Survey	Determine weight of cargo offloaded.	No later than 60 days* after date of cargo delivery.

\* When 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 a justification for the delay and an estimated completion date. 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.

6. **Place of Performance** The task order(s) will be issued to the contractor 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. 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.
  - a. All attendance requirements and locations will be listed in the task order. The surveyor may be required to perform multiple task orders simultaneously at numerous locations.
  - b. The surveyor will attend the discharge and delivery of all food aid cargoes covered by this contract, including the locations below.
    - i. Discharge port (which may be in a different country than the country for which the surveyor has a contract)
    - ii. Delivery location(s), as applicable

- iii. 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.
- c. Additional attendance may be required at the other locations described below as determined by shipment type.
  - i. Containerized Shipments: A survey is also required at the following locations:
    - (1) Customs locations where the containers are opened
    - (2) The discharge port where containers are opened
    - (3) The final destination(s) for through bill-of-lading shipments
- d. Breakbulk Shipments: A survey is also required at the following locations:
  - ii. For through bill-of-lading shipments:
    - (1) Loading of land conveyance
    - (2) Ultimate destination(s)
- e. Bulk Shipments:
  - iii. For bulk shipments which require bagging, a survey is also required at the following locations:
    - (1) Location of bagging operation
    - (2) Final destination(s) for through bill-of-lading shipments
  - iv. For bulk shipments which require a draft survey, additional performance may be required at the following locations:
    - (1) On board mother vessel
    - (2) On board lightering vessel(s)

7. **Contractor's Key Personnel:** The Contractor shall provide all management, supervision, and personnel to provide the requirements under the contract.

**a. Staffing**

- i. Sufficient staffing shall be available to cover potential multiple and simultaneous discharge and inland delivery locations.
- ii. One lead surveyor shall be appointed to oversee operations on-site, although not necessarily full time.
- iii. If the work is to be subcontracted out, there is still management oversight by the Offeror, as the prime contractor is the key party for communications with USDA. The full name of the subcontracted entity shall be provided.
- iv. Contractor shall provide a single point of contact and backup, including phone number and e-mail, for all matters under the contract such as task order receipt, communications, survey review, etc.
- v. The Contractor shall be available on 48 hour notice of the shipments.

**b. Experience**

- i. All cargo surveys shall be completed by qualified, experienced surveyors who are also knowledgeable of the standard practices at applicable discharge ports and potential inland locations, which may not necessarily be in the same country.
- ii. The survey company (management) shall be experienced in performing similar survey services for humanitarian food aid.
- iii. The government point of contact shall have sufficient experience and understanding of our survey requirements.
- iv. A majority of the surveyors performing the work are generally experienced in working with similar commercial or humanitarian food aid products.
- v. Offeror shall be familiar with all potential attendance sites.

- vi. The lead surveyor(s) shall be well-experienced in surveying food cargo and have sufficient number of years to be a subject expert. The lead surveyor shall be in attendance, at a minimum, in an oversight capacity.

D. Packaging and marking – N/A

E. Inspection and acceptance

1. The Contracting Officer or the Contracting Officer's duly authorized representative will inspect surveys for accuracy and completeness. Acceptance will occur when the complete original survey and all original supporting documents have been received.
2. Inspection and acceptance will be performed at:  
 USDA-FSA-DACO  
 Contract Reconciliation Division – Export Debt Branch  
 Beacon Facility – Mail Stop 8758  
 2312 East Bannister Road  
 Kansas City, Missouri, 64141-3011
3. All survey reports and related survey documentation shall be submitted concurrently with the associated invoice to the address above. Invoices may be submitted electronically to the technical monitor at [mark.jones@kcc.usda.gov](mailto:mark.jones@kcc.usda.gov).

F. Deliveries or performance

1. Period of Performance: The contracts awarded from this solicitation will be multi-year option contracts. The services required during the performance dates are based on the date cargo is expected to arrive at the discharge port.

<b>Period</b>	<b>Performance Dates</b>
Base period	April 1, 2017 to September 30, 2017
Option period 1	October 1, 2017 to September 30, 2018
Option period 2	October 1, 2018 to September 30, 2019
Option period 3	October 1, 2019 to September 30, 2020
Option period 4	October 1, 2020 to September 30, 2021
Option period 5	October 1, 2021 to March 31, 2022

2. 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.
3. All survey reports and related survey documentation shall be submitted concurrently with the associated invoice to the address in Section E of this Solicitation. Deliverables and invoice may be submitted electronically to the COR or technical monitor.

G. Contract administration data

1. This contract is being administered by:  
Kyla Stoufer  
816-926-8828  
[Kyla.stoufer@kcc.usda.gov](mailto:Kyla.stoufer@kcc.usda.gov)
2. The technical monitor for this contract is:  
Mark Jones  
816-823-1143  
[Mark.jones@kcc.usda.gov](mailto:Mark.jones@kcc.usda.gov)
3. The contracting officer for this contract is:  
Jessica Howlett  
816-926-1109  
[Jessica.howlett@kcc.usda.gov](mailto:Jessica.howlett@kcc.usda.gov)

H. Special contract requirements – N/A

## Part II -- Contract Clauses

### I. Contract clauses

Provisions and clauses in effect through FAC 2005-92-1 are incorporated into this RFQ, as applicable.

#### **52.252-2 -- CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://farsite.hill.af.mil/vffara.htm>

#### **52.212-4 -- CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (MAY 2015) ADDENDUM TO CLAUSE 52.212-4**

##### 1. Addendum to Paragraph (e) *Definitions*.

- (1) "COR" means Contracting Officer's Representative duly authorized by the Contracting Officer.
- (2) "Technical Monitor" means an advisor to the Contracting Officer on the technical performance of the contract.
- (3) "Major damage" means damage that in the estimation of the surveyor exceeds USD \$5,000.
- (4) "Materials" applies to other direct costs, including travel expenses.
- (5) "NGO" means non-governmental organization which receives the food aid to be surveyed.
- (6) "TBL" means through bill of lading.

(7) "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.

(End of addenda)

**52.204-13 - SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2016)**

**52.204-18 - COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)**

**52.204-19 - INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

**AGAR 452.211-72 – STATEMENT OF WORK/SPECIFICATIONS. (FEB 1988)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section C.

**AGAR 452.211-75 - EFFECTIVE PERIOD OF THE CONTRACT (FEB 1988)**

The effective period of this contract is from April 1, 2017 through March 31, 2022.

**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, 2017 through March 31, 2022.

(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.

**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 (2) days that together call for quantities exceeding the limitation in subparagraph (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 ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**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 Delivery-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.

**AGAR 452.211-74 – PERIOD OF PERFORMANCE (FEB 1988)**

The base period of performance of this contract is from *April 1, 2017 through Sept 30, 2017.*

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

*Option period 2, if exercised, is from Oct 1, 2018 through Sept 30, 2019.*

*Option period 3, if exercised, is from Oct 1, 2019 through Sept 30, 2020.*

*Option period 4, if exercised, is from Oct 1, 2020 through Sept 30, 2021*

*Option period 5, if exercised, is from Oct 1, 2021 through March 31, 2022*

**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.

**52.217-8 -OPTION TO EXTEND SERVICES. (NOV 1999)**

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

**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 days (30) 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 years.

**52.212-5- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2016)**

(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:

\_\_\_ (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 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (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 (Nov 2016) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_ (17)(i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2016) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- \_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_ (iv) Alternate III (Nov 2016) of [52.219-9](#).
- \_\_ (v) Alternate IV (Nov 2016) 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—Subcon-tracting 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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) ([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 (Oct 2016) (E.O. 13126).
- \_\_ (27) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- \_\_ (28) [52.222-26](#), Equal Opportunity (Sept 2016) (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 (FEB 2016) ([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) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

\_\_\_ (36) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016).

\_\_\_ (37)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

\_\_\_ (40)(i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).

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

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

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

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

\_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).

\_\_\_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_\_ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

\_\_\_ (46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).

\_\_\_ (47) [52.225-1](#), Buy American—Supplies (May 2014) ([41 U.S.C. chapter 83](#)).

\_\_\_ (48)(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](#).

\_\_\_ (49) [52.225-5](#), Trade Agreements (OCT 2016) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).

\_\_\_ (50) [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).

\_\_\_ (51) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

\_\_\_ (52) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (53) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

— (54) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

— (55) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

— (56) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

— (57) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

— (58) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

— (59) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

— (60)(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:

— (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).

— (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 (Nov 2016) ([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 (Sept 2016) (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 (Feb 2016) ([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) [52.222-50](#), Combating Trafficking in Persons (Mar 2015) ([22 U.S.C. chapter 78](#) and E.O. 13627). 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).
- (xvi) [52.222-59](#), Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

- (xvii) [52.222-60](#), Paycheck Transparency (Executive Order 13673) (OCT 2016)).
- (xviii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xix) [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](#).
- (xx) [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.

**52.225-14 - INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)**

**52.232-39 - UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**

**52.232-40 - PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

**52.247-5 - FAMILIARIZATION WITH CONDITIONS (APR 1984)**

**Part III -- List of Documents, Exhibits, and Other Attachments**

J. List Of Attachments

1. KC337 Rate Schedule (1 page)
2. KC334 Discharge/Delivery Preliminary Survey (2 pages)

**Part IV -- Representations and Instructions.**

K. Representations, certifications, and other statements of offerors or respondents

**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):

<http://farsite.hill.af.mil/>

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS.**

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

**OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2016)**

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 located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) 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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“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.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“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 (r) 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**

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**

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**

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](mailto: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 unique entity identifier in the solicitation.

(1) The Offeror represents that it  has or  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)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_\_ (or mark “Unknown”)

Predecessor 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.

## **52.209-2 - PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATIONS (NOV 2015)**

### **52.209-11 - REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)**

(b) The Offeror represents that—

(1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

## **52.225-20 - PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)**

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“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 suspend.



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

**52.225-25 - PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (OCT 2015)**

**L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

**52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS. (OCT 2016)**

1. Questions regarding this RFQ shall be submitted to Kyla Stoufer (kyla.stoufer@kcc.usda.gov) by Tuesday, January 31, 2017 at 12:00pm CST. Questions will be answered by Friday, February 3, 2017 at 12:00pm CST.
2. Submit offers to kyla.stoufer@kcc.usda.gov prior to Friday, February 10, 2017 at 12:00pm CST.
3. Offers shall not exceed 20 pages in length, not including a sample survey **or price offer**. If double sided, each side counts as one page. Pages in excess of 20 pages may not be considered.
4. Offerors may submit offers for more than one country; however, each country offer shall be submitted as a separate offer, i.e., technical and price offer specific for each country offer. An offeror may be awarded more than one contract.
5. Addenda to FAR 52.212-1 Instructions to Offerors—Commercial Items (Oct 2016)
  - a. Addendum to paragraph (b) Submission of offers.
    - (1) Submission of offers is revised to remove “Offers may be submitted on the SF 1449.” Offerors should submit their signed and dated offers using the KC337 Rate Schedule for pricing.
    - (2) The offer must identify both the solicitation number and the country.
    - (3) Terms of express warranty is not applicable.
    - (4) Prices shall be submitted on form KC-337 Rate Schedule, dated 11-14-2016, as attached. 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.
    - (5) 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.
    - (6) The offeror must submit a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation.
    - (7) 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](http://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.

- (8) 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 along with prices for the following tests: Moisture, Silver Nitrate, and Fit For Human Consumption.
- b. 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.
- c. 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>.

**AGAR 452.204-70 - INQUIRIES (FEB 1988)**

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

**AGAR 452.216-72 - EVALUATION QUANTITIES--INDEFINITE-DELIVERY CONTRACT (FEB 1988)**

To evaluate offers for award purposes, the Government will apply the offeror's proposed fixed-prices/rates to the estimated quantities included in the solicitation, and will add other direct costs if applicable.

**52.232-38 - SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (JUL 2013)**

**M. Evaluation factors for award**

- 1. 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:
    - i. Staffing. This technical factor will be evaluated according to a firm's capability to meet the requirements listed in the Statement of Work (Part I. Section C. Number 7. Contractor's Key Personnel).
    - ii. Sample Survey Report. One (1) sample survey report shall be submitted. The sample survey will NOT count towards overall page limit of offer. 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 all key factors as listed in the Statement of Work (Section I. Part C. Number 3. Technical Requirements).

- iii. Experience. This technical factor will be evaluated according to a firm's capability to meet the requirements listed in the Statement of Work (Part I. Section C. Number 7. Contractor's Key Personnel).
- iv. Past Performance. The offeror shall submit three (3) references for work of a similar size and/or scope, and performed within the past three (3) years, along with a description of the contract work performed. Provide a written discussion of past performance problems, and the corrective actions taken to resolve those problems. The information provided should be sufficient to demonstrate the relevance of the previous work scope. If three references cannot be provided, the offeror must provide justification as to why the three references cannot be provided to meet the acceptable criteria. References must include the following information:
  - 1. Name of contracting activity
  - 2. Contract number
  - 3. Contract type
  - 4. Total contract value
  - 5. Description of contract work
  - 6. Name of contracting officer, telephone, fax number, and email address
  - 7. Name of government program manager, telephone, and email address
  - 8. Performance dates

In the event that no Past Performance history is provided, the offeror must provide compelling justification as to why the three references cannot be provided to meet the acceptable criteria. In rating an offeror's past performance, information in the offer 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.

Technical and past performance, when combined, are significantly more important than price. The order of importance for technical factors is as follows: Staffing, Sample Survey, Experience, Past Performance.

- 2. 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).
- 3. 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.