



Solicitation #: 12-1NTS-21-R-0005

**United States
Department of
Agriculture**

**USDA-Vessel Loading Observation Services at Various
Continental U.S. Locations
Request for Proposal (RFP)**

DATE: February 25, 2021

1.0 Title:

Vessel Loading Observation Services at Various Continental US. Locations

1.1 Performance/Scope Requirements:

The Agricultural Marketing Service (AMS) procures staple foods for use in various international food aid programs administered by the U.S. Agency for International Development and the USDA Foreign Agricultural Service. The purpose of the Vessel Loading Observation (VLO) service is to ensure that all cargo lots subject to VLO observation are loaded to vessels in a clean and wholesome condition, without insect or rodent infestation or contamination, and packaged in sound, clean containers. The VLO is intended to provide an added measure of security in the Government's effort to provide clean, sound commodities to our overseas recipients. The objective of this contract is to minimize the quantity of damaged commodities loaded on vessels, enhance the perception of U.S. agricultural commodities overseas, and protect the integrity of the foreign food assistance programs. Cargo is handled with greater care under observation.

Damages occurring from the dock, port shed, truck, or rail car to the barge, container, or vessel hold are documented by the VLO Contractor and corrected or removed at the time of Contractor's observation.

Under certain circumstances, AMS may require that ancillary services be performed. Examples of such services include commodity black lighting in port warehouses following discovery of rodent contamination, or a full load count of a containerized shipment for verification purposes. Additional examples of services to mitigate damages could include secondary observation of vessel loading and/or containerization.

1.1.1 Contract Type:

The Government is contemplating the award of an indefinite delivery/requirements contract.

1.1.2 Objective:

The Contractor shall:

1. Attend the loading of the vessel, barges, and/or containers, and document observations using the following forms and the Web Based Supply Chain Management (WBSCM) application:

Method of Conveyance	Observation Worksheet	Certificate
Container/Barge	KC-41	KC-44
Breakbulk Vessel	KC-43	KC-44

WBSCM is utilized by the government for tracking shipments. VLO loss and damage data will be captured in WBSCM through data entry or by using an Excel template. Forms KC-41 Container Loading Observation Worksheet, KC-43 Breakbulk Vessel Loading Observation Worksheet, and KC-44 Breakbulk Vessel Loading Observation Certificate (as identified in the table above), and the WBSCM template are provided in Appendix 1 and 3 of this Statement of Work. The Contractor serves as the eyes and ears of the government at the location of loading and should work in conjunction with the port/terminal, the ocean carrier representative, and if present, the freight forwarder and/or representative of the cargo owner (the cooperating sponsor) to ensure that deficiencies are recognized and dealt with promptly.

2. State damage occurring during vessel/container/barge loading, on the KC-41 or KC-43, as appropriate. Provide details of damage/shortage occurring during loading and describe the probable cause(s) of any damage.
3. Advise the Project Officer within 2 hours by telephone, or E-mail in the event of detrimental or unsanitary conditions that will not be accepted for loading, including the barge interior. Examples of detrimental or unsanitary conditions include, but are not limited to, bags or cartons soiled with hydraulic fluid, water, paint, grease, rodent or bird excrement, dust/dirt, or obviously inferior packaging or packaging materials. In addition, notify the Project Officer within 2 hours by telephone or E-mail of any commingling of

bags/cartons with different markings. Identification should be made by Commodity Purchase Order number.

In the event that commodities are found to be contaminated with any form of rodent excrement, it may be necessary to perform black lighting of those commodities which have already been loaded and those remaining to be loaded to determine the extent of the contamination.

4. Issue a letter of protest to the ocean carrier at the direction of the Contracting Officer (CO) or Project Officer. Digital photographs that clearly document the discrepancy must be made available via E-mail within 2 hours to the CO or Project Officer, if the Contractor is directed to issue a letter of protest.
5. Provide certification that the Contractor was present and witnessed the entire vessel/barge loading process. The certification for vessel loading should be provided by signing and submitting the form KC-44 as shown in Appendix 1. False certification will result in termination of the contract and may result in suspension or debarment.

1.1.3 Observation Procedures

The Contractor shall:

1. Provide the following minimum number of observers for each type of conveyance listed:

Conveyance	Minimum number of observers
Containers/Railcars/ Barge	1 observer for every container or railcar/barge being loaded
Breakbulk- Conventional Loaded	1 observer for each hold on the ship and 1 observer on the ground.
Breakbulk-Spiral- veyor	When loading vessel with spiral-veyor, one observer for each hold and one observer at the loading belt.

2. Upon arrival at the loading berth or terminal where containers are to be stuffed, notify the vessel and stevedoring representatives that the observer will observe the loading at the request of government. Locate the individual designated by the ocean carrier to address deficiencies. If the ocean carrier does not provide a representative to address deficiencies, contact the applicable freight forwarder and record this information on the worksheet.
3. Conduct a visual observation of the general condition of the cargo to be loaded, where it is at rest in the port warehouse, conveyance, or on the dock. Repeat this procedure each day before loading starts. Report any discrepancies in remarks section of the KC-41 or KC-43, as appropriate. Include any letter of protest and digital photos and send within 2 hours via E-mail to the Project Officer.
4. Observe the condition of the hold(s) or containers before, during, and after the loading. Record observations on the worksheet and note any deficiencies.
5. Record deficiencies of all other government cargo previously loaded such as, but not

limited to, leaking vegetable oil cans or spilled cargo that has not been removed.

6. Observe and document the loading of the commodity as follows:
 - a. Utilize form KC-41 or KC-43, and WBSCM as appropriate.
 - b. Verify correct container markings. Document the findings on the worksheet, if incorrect markings are found, immediately take digital pictures and report the same within 2 hours to the ocean carrier representative and Project Officer.
 - c. Report any deficiencies found to the ocean carrier representative within 2 hours. If the ocean carrier representative is not responsive to correcting deficiencies or is not readily available, report this to the applicable freight forwarder and the Project Officer within 2 hours. Document the situation on the worksheet.
 - d. If serious detrimental conditions are found, immediately take digital pictures, document the finding on the worksheet, and report the same within 2 hours to the ocean carrier representative and Project Officer. Issue a letter of protest to the ocean carrier as directed by the Project Officer. If such a letter is issued, provide a copy of the letter with the worksheet and certificate to the appropriate freight forwarder and the Project Officer.
 - e. The ocean carrier may be required to apply desiccants to containers loaded with bagged beans and whole grain corn shipped to certain countries. If desiccants are to be applied, the Contractor shall observe and report the application of such desiccants on the KC-41. The Contractor shall inform the Project Officer by telephone or e-mail within 2 hours if the application of the desiccants does not conform to the protocol outlined the USAID Revised Notice to the Trade, dated August 3, 2012. The notice may be reviewed at:
<https://procurement.usaid.gov/topic/revised-notice-trade-deletes-duplicate-reference-rwanda-%E2%80%9393-container-loading-protocol-bagged-be>

7. Include the following on the worksheet:
 - a. All uncorrected deficiencies and the number of units involved.
 - b. The ocean carrier representative's/loading stevedore's signature after each day's loading to indicate concurrence with the number of bags/cartons not loaded, including damaged bags/cartons removed, and the total number of damaged packages loaded and not removed, if any.

Note: All efforts should be made to remove damaged commodities. Notify the Project Officer within 2 hours if the ocean carrier is not removing damaged commodities from the conveyance.
 - c. The ocean carrier representative's signature, after loading is completed.
 - d. The location of containers placed in barge.

8. If a vessel stops loading food-aid cargo to load other cargo and then returns to loading food-aid cargo, check the condition of the hold prior to the resumption of loading, and proceed according to the chart below:

IF...	THEN...
-------	---------

It appears that the subsequent loading may have damaged the cargo previously inspected,	Include a statement on the report to that effect, include digital photos and send to the Project Officer within 2 hours via E-mail
It is not possible to determine the effect the loading may have had on the quality of the previously loaded cargo,	Include a statement on the report that cargo not requiring inspection (specify type of cargo) was loaded on top of the previously inspected cargo.
It appears that there is no damage	No action required.

9. Certify the observation results on the appropriate VLO Certificate, KC- 44. Use the information from the KC-41, or KC-43 to complete the Certificate.
10. Distribute forms KC-41, KC-43 and KC-44 within 24 hours of completion of loading as follows:
 - a. Original to the ocean carrier or its agent
 - b. Copy to the applicable freight forwarder
 - c. Upload the template into WBSCM, and attach forms, if applicable
11. Upon completion of VLOs for all applicable line items, forward the Task Order Report/documentation to the Project Officer via E-mail and include the following corresponding information:
 - a. Certificate Number
 - b. Certificate Date
 - c. Inspection Date
 - d. Inspection Location
 - e. Units - Damaged and Not Loaded
 - f. Units - Loaded Damaged and Not Removed
 - g. Units - Damaged after Loading & Removed
 - h. Units - Repaired -Recouped
 - i. Total VLO Damage
 - j. Loading Stevedore
 - k. Vessel/Barge Net MT Containers
 - l. Cost Per Unit
 - m. Certificate Cost
 - n. Invoice Number
 - o. Commodity PO Number and Line Item Number
 - p. Containerization Confirmation
12. Mitigate damages as follows:
 - a. The observer shall witness and record that the steamship lines have handled damaged commodities in accordance with the guidance and procedures outlined in the Notice to the Trade EOD-110, which is available at <https://www.ams.usda.gov/content/recoopering-packaged-commodities-food-aid->

[programs-0. \(Recoopering Notice.docx\)](#) The Contractor shall not consider damaged commodities as recouped unless the Contractor has witnessed the recouping process and certifies that the recouping was accomplished in accordance with EOD-110.

In the event commodity is recouped without being witnessed by a VLO inspector, the commodity will be reported as damaged/not loaded on the appropriate KC-41/44.

- b. As requested by the Project Officer, the observer shall obtain commodity/product samples using only the method prescribed by the Project Officer. The Contractor may be requested to submit samples for lab analysis and provide results to the Project Officer.
- c. The disposition of the samples shall be as directed by the Project Officer.

1.1.4 Applicable Documents

The following legal/regulatory documents are relevant to this acquisition:

- United States Carriage of Goods by Sea Act (COGSA);
- The Harter Act;
- 22 CFR 211-Transfer of Food Commodities for Food Use in Disaster Relief, Economic Development and Other Assistance;
- 7 CFR 1499-Foreign Donation Programs, Liability For Loss, Damage, Or Improper Distribution of Commodities—Claims And Procedures;
- 7 CFR 1599-McGovern-Dole International Food for Education and Child Nutrition Program; and
- U.S. laws will govern in determining the conditions of this contract.

1.1.5 Requirements/Tasks

1. Government Contact Information:

Upon contract award, the Contractor will be advised of the individual serving as the Project Officer for the contract and the individual serving as Project Officer for report submission under 1.1.5, including applicable phone number(s) and E-mail address(es).

2. Availability and Notification:

The Contractor shall be available on 24 hour notice of the shipments. Attendance may be required simultaneously at numerous locations.

3. Task Orders:

The Government intends to issue task orders electronically pursuant to the format below; however, it reserves the right to issue task orders orally, by email, or via WBSCM if necessary. Contractor will be required to be registered in WBSCM after award notification.

- a. Cargo is booked for ocean transport at minimum on a monthly basis. As cargo is booked, the Project Officer shall provide the Contractor a task order in the form of a spreadsheet that contains the following information regarding shipments:

- i. Load Port
- ii. Expected Commodity Arrival Date
- iii. Commodity Purchase Order Number
- iv. Delivery Point
- v. Commodity/Description
- vi. Net Quantity in MT
- vii. Steamship Line
- viii. Vessel Name
- ix. Country
- x. Discharge Port
- xi. Sales Order Number
- xii. Commodity Vendor
- xiii. Program
- xiv. Cooperating Sponsor
- xv. Freight Forwarder

Note: Those line items identified as ship basis “R” are commodities purchased on an intermodal plant basis and shall be subject to VLO only if the mode of conveyance is other than container.

- b. At least 24 hours prior to the arrival of the vessel at the port or containers at the transfer terminal, the ocean carrier or its representative will request the VLO service by telephone or E-mail. The ocean carrier will also inform the Contractor of the time and place of service and designate a local contact, i.e., individual(s) at the loading location, to address any deficiencies found during loading. The request for VLO will include the following information:
 - i. Commodity,
 - ii. Quantity in net metric tons or number of containers, as applicable, and
 - iii. Commodity PO number

VLO Contractor is required to make an inquiry during notification if containers are to be barge transported to the vessel versus trucked to the vessel loading area.

4. Conveyances:

Vessel Loading Observations (VLO) will be conducted on packaged cargoes, as defined in 1.1.3 Observation Procedures, loaded breakbulk into barges or palletized into barges, containers, breakbulk and bulk-style vessels. VLO will be performed on the barges to ensure they are dry, free from infestation, and free from detrimental or other unsanitary conditions.

5. Products:

The products subject to VLO service include dry staple foods such as rice, peas, beans, and lentils; dry blended foods such as wheat-soy blend and corn-soy blend; nutritional pastes and vegetable oil. This food aid is packaged in polypropylene or paper bags ranging in size from 20 kilograms to 50 kilograms, cardboard cartons containing various consumer pack quantities, liquid 20 liter pails and 208 liter drums.

6. Communications:

The Contractor shall provide timely responses to inquiries.

1.2 Place of Performance:

Provided in the table below are those locations where the Contractor may be required to perform. There is no guarantee that the Contractor will be required to perform at all listed locations during the period of the contract. Also, provided are the tonnages observed during January 2018 through May 2020. The tonnage data are provided for informational purposes only, and there is no guarantee that the Contractor will observe similar tonnages at these particular locations. Currently, the form KC-362 lists all approved port locations and terminals that the Contractor will be responsible for servicing. This form and revisions will be located at <https://www.ams.usda.gov/sites/default/files/media/KC0362.pdf> .

Location	Total MT – All Conveyances
Beaumont, TX	22,647
Chicago, IL Nasco Lake Calumet/Windy City	231,992
Houston, TX (Various locations) CERES Gulf, Inc Cooper/Ports America Jacintoport International Palmer Logistics Southern Gulf Warehouse Watco Dock & Rail	765,212
Jacintoport, TX	258,815
Lake Charles, LA	78,317
ARREFF/Norfolk, VA	184,363
Jacksonville, FL	22,648

1.3 Period of Performance (AGAR 452.211-74 Period of Performance):

The base period of performance of this contract is from: April 1, 2021 through September 30, 2021.

Option period 1, if exercised, is from October 1, 2021 through September 30, 2022.

Option period 2, if exercised, is from October 1, 2022 through September 30, 2023.

Option period 3, if exercised, is from October 1, 2023 through September 30, 2024.

Option period 4, if exercised, is from October 1, 2024 through September 30, 2025.

1.4 Points of Contact:

The contractor shall immediately bring problems or potential problems affecting performance to the attention of the USDA Project Officer. Problems affecting a particular action should be resolved prior to starting the specific task. Verbal reports will be followed up with written reports when directed by either USDA point of contact.

USDA Project Officer:

Donna Bauer
US Department of Agriculture
Agricultural Marketing Service
Operations Support Division
Phone: (816) 926-2548
Gov't Cell: (816) 590-2410
E-mail: donna.bauer@usda.gov

USDA Contracting Officer:

Kyle Hugo
US Department of Agriculture
Agricultural Marketing Service
Procurement Policy and Service Contracts Division
Phone: (202) 690-0405
E-mail: kyle.hugo@usda.gov

ADMINISTRATIVE SECTION

2.0 Invoice Requirements:

The contractor shall use the WBSCM application to submit invoices electronically for payment. Additionally, an original copy of the invoice package shall be submitted to the Project Officer at donna.bauer@usda.gov. Additional requirements may be indicated at the task order level.

2.1 WBSCM Data Entry Requirements:

The contractor shall use the WBSCM application to submit the recorded vessel loading observation data, including KC-41, KC-43 and KC-44 forms. The contractor shall enter shipping and containerization data electronically that will be used for end-to-end visibility of the cargo shipments including, but not limited to, the VLO certificates, and any loss, damages, and reconstitutions. Data can be entered manually or uploaded via an Excel template.

Invoicing questions shall be directed to Donna Bauer at (816) 926-2548 or Kyle Hugo at (202) 690-0405.

2.2 Inspection/Acceptance:

All report forms (KC-41, KC-43, KC-44, and related observation documentation) except the task order report shall be submitted concurrently with the associated invoice. The task order reports shall be submitted as provided in 1.1.3 paragraph 11.

2.3 Assignment of Claims:

If requesting assignment of claims under the contract, the contractor may use USDA forms CCC-251 (Notice of Assignment) and CCC-252 (Instrument of Assignment), which are attached in Appendix 2 (Assignment of Claims Forms) of the solicitation.

2.4 Definitions:

- “Project Officer” means USDA representative that administers the contract and the initial point of contact for the Contractor.
- “Observer” means the person(s) performing the work under the contract.
- “Freight forwarder” means the person/firm representing the shipper of the cargo being observed.
- “Commodity Purchase Order” means the contracted shipping or delivery instructions issued by the Government to the commodity vendor.
- “Breakbulk Vessel” means loose, non-containerized cargo.
- “Booking number” means reservation number used to secure equipment and act as a control number prior to completion of an ocean bill of lading.

2.5 Final Payment:

Final payment to the Contractor under this contract, will be payable only after:

1. Completion and acceptance of all invoiced work;
2. Adjustments have been made for all credits, refunds, payment discounts, or other applicable payment adjustments due.
3. Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically accepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the

Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

PROPOSAL INSTRUCTIONS

3.0 Proposal Submission:

The offeror shall submit a separate written price proposal and a technical proposal for consideration before the due date and time for this Request for Proposal (RFP). Submission of the complete proposal will be done electronically utilizing email to kyle.hugo@usda.gov before the designated closing date and time of Thursday, March 11, 2021, at 6:00PM EST. All questions regarding this solicitation must be emailed to the Contracting Officer at kyle.hugo@usda.gov no later than close of business on Monday, March 1, 2021, at 6:00PM EST. The offeror shall include the solicitation/RFP number in the subject line of the email.

The proposal is limited to ten pages, 10 or 12 point, Arial or Times New Roman font, 1" to 1 ½ margins. If double-sided pages are submitted, each side counts as one page. Evaluation will be based on the contractor's ability to meet the customer's needs. Contractors are encouraged to submit information and material normally submitted to commercial customers in place of a standard government proposal. The Government request that the Price Proposal be provided as a separate document.

The Government will require technical factors and will make an award based on best value to the government, with non-price factors and price being considered, as set forth in this document, in paragraph 4.2, Evaluation Factors.

Contractors are cautioned not to include assumptions, caveats, or exceptions within any part of their submission. Inclusion of assumptions, caveats, or exceptions to the requirement of any kind may result in the proposal no longer being considered. Contractors should only submit information explicitly requested in this RFP.

In addition, ensure that your company information in the System for Award Management (SAM) is current and up-to-date. <https://sam.gov/SAM/>.

3.1 Technical Approach:

The offeror's technical approach should unmistakably explain **how** the offeror will successfully fulfill the objectives described in Section 1.1.2 Objectives, and 1.1.3 Observation Procedures, and 1.1.5 Technical Requirements/Tasks of the Statement of Work. It should clearly describe the operational activities and (or) processes it will undertake – in accordance with the applicable performance standards and in a manner that will produce the performance results.

3.2 Contractor Capacity:

The Offeror shall document their ability to commence work immediately upon award and deliver results in requested time frames of task orders against this contract. The proposal will demonstrate the offeror's capability and capacity to commence work and deliver results within the time frames needed by the government. The proposal will give indication of offeror's approach for delivering results within the deadlines needed by the government. The contractor shall show the ability to fill necessary positions with qualified people including experience, education, awards, training, and self-development as it relates to its overall capability to recruit, select, train and retain staff with the expertise to perform at the standard level expected on this

task. The contractor must also demonstrate that it has personnel with appropriate experience, education, training, and self-development as it relates to the SOW.

The offeror should include its list of identification of personnel key to the successful administration and résumés of key personnel proposed to support this contract. Résumés should be no longer than 2 pages in length. Résumés of key personnel should demonstrate their knowledge and skills capable of managing a service contract of similar size and scope.

3.3 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:

- Name of contracting activity
- Contract and Task Order numbers
- Contract type
- Total contract value
- Description of contract work
- Name of contracting officer, telephone, and email address
- Name of government program manager, telephone, and email address
- Performance dates

Note - Neutral Past Performance:

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.

3.4 Price Proposal:

Price Rate Sheet

VESSEL LOADING OBSERVATIONS					
(Rates are per MT – unless notated)					
Conveyance	Base Year	Option Year 1	Option Year 2	Option 3	Option 4
Containers/Railcars					
Breakbulk with conventional loading					
Breakbulk with spiral-veyor					
Barge					
Counting/Tallying					
Black Lighting (per hour/daily)					
Cargo Sampling (as proposed)					
Lab Analysis (as proposed)					

Rate schedule must be stated in U.S. currency

I certify that this firm has the expertise necessary to perform the vessel loading observation services as specified in the request for proposals. I further certify that this rate schedule is my proposal to perform vessel loading observation services for a period of one year from the date the contract is awarded (plus options if exercised) to this firm and that such rate schedule is all-inclusive and will not change during the period under which the contract is effective.

X _____
Signature, Title, Firm Name and Email address

EVALUATION BASIS

4.0 Proposal Evaluation

4.1 Best Value Analysis.

A comparative assessment of proposals against all source selection criteria in the solicitation will be completed. Award of this RFP will be made on a competitive best value basis, using “trade-off” among price and non-price factors. The Government may elect to award to a contractor that is not the lowest price. Award will be made to the offeror whose proposal represents the best value to the Government.

4.1.1 Award without Discussions.

Award can be made without discussions at the Government’s discretion. However, the Government may open discussions; and final terms, agreed upon after negotiations, must be submitted in a revised proposal to the CO via email.

4.2 Evaluation Factors

4.2.1 Non-Price Evaluation Factors.

The Government will evaluate proposals based on the following non-price factors:

- **Technical Approach**
- **Contractor Capacity**
- **Past Performance**

Non-price factors, when combined, are significantly more important than price.

Relative Importance of Evaluation Criteria: Of the non-price factors, Technical Approach is slightly more important than Contractor Capacity and significantly more important than Past Performance. Technical Approach and Contractor Capacity are more important than Past Performance. In 4.2.1, the non-price factors are listed in order of decreasing importance.

4.2.1.1 Technical Approach.

The technical evaluation will focus primarily on the contractor’s ability to perform operational activities and (or) processes it will undertake to perform the objectives stated in the Statement of Work, Sections 1.1.2 Objectives, 1.1.3 Observation Procedures, and 1.1.5 Technical Requirements/Tasks.

The proposal submitted must address the technical capabilities of the contractor. The description should explain how the contractor has demonstrated/used the technical abilities required for successful performance in this type of task.

The proposal provides evidence that the offeror understands the performance objectives, observation procedures, and technical requirements/tasks stated in the Statement of Work, and the contractor’s detailed plan clearly documents a proposed solution/approach to meet the Government requirement.

4.2.1.2 Contractor Capacity.

Proposals will be evaluated on their total background including experience, education, awards, training, and self-development as it relates to its overall capability to recruit, select, train and retain staff with the expertise to perform at the standard level expected on this task.

An acceptable proposal demonstrates the offeror's approach for delivering results within the deadlines needed by the government.

Resumes should demonstrate similar skills performed that show the technical capabilities of the personnel submitted.

4.2.1.3 Past Performance.

The proposals will be evaluated on the following factors:

- 1) Quality (to include excellence of performance and other examples that demonstrate the offeror's ability to implement solutions that have rectified existing problems or concerns);
- 2) Currency (to include the project month/year-begin/end dates);
- 3) Applicability (such as similarity of work, project scope, size, project value, hardware, software, tool usage, complexity, and the number and frequency of system interfaces or data exchanges that were supported to fulfill the requirement) of past performance as it relates to the requirements. The Government will consider in its evaluation the relevance and similarity of the offeror's past performance information, the offeror's written discussion of past performance problems, and the corrective actions taken to resolve those problems. The Government may use knowledge gained by other sources not provided by the quote.

The contractor must have responded to and corrected any contract or performance discrepancies, that were called to their attention, within a reasonable (daily - within 24 hours) period of time. For example, when the contractor is issued a letter or a verbal instruction noting a discrepancy, and the contractor is given a specific date or time by which the discrepancy must be corrected, the contractor must have responded within the time frame specified in the letter, or if no date was given, within an acceptable amount of time as noted by the telephone reference, to show responsiveness and correction of the problem.

Evaluators may consider performance on contracts which are not submitted by the offeror if they have knowledge of contracts not listed or if contracts are discovered during interviews that were not listed.

The standard for Past Performance is met when three (3) references are submitted for work of a similar size and/or scope, and performed within the past three (3) years, indicate overall satisfactory rating, in terms of quality of services provided, timeliness of performance, and overall customer satisfaction, (i.e. timely performance, no terminations for cause, no cure notices, no non-payment to subcontractor, no violation of Public Law (i.e. Service Contract Act), no repetitive deficiencies, quality service).

Neutral Past Performance: In the event that no Past Performance history is available (the Contractor has not performed the services in the past), the Contractor shall receive a Neutral rating. However, the contractor must provide compelling justification as to why three references cannot be provided.

4.2.1.4 Price.

Analysis will be performed by comparison of the proposed price, comparison to the Government estimate, or any other methods authorized by regulation. Price is of less importance than the technical evaluation factors. However, as the technical ratings become closer, price becomes more important. Price will not be assigned a numerical weight, point score, or adjectival rating.

See reverse for Privacy Act, Public Burden, and Nondiscrimination Statements.

Collection involves 10 or less individuals; therefore, OMB clearance not required.

KC-41 (07-17-18)	U.S. DEPARTMENT OF AGRICULTURE Agricultural Marketing Service	1. DATE
CONTAINER LOADING OBSERVATION WORKSHEET		

2. INSPECTOR NAME	3. COMMODITY NAME
-------------------	-------------------

4a. LOCATION OF INSPECTION	4b. CITY	4c. STATE	4d. ZIP CODE
----------------------------	----------	-----------	--------------

4e. TELEPHONE NO. (Including Area Code)	4f. FAX NO.	4g. EMAIL ADDRESS
---	-------------	-------------------

5. VESSEL/CARRIER NAME

6. BOOKING NUMBER	6a. BOOKING COMPLETE? Yes <input type="checkbox"/> No <input type="checkbox"/>	7. PURCHASE ORDER (PO) NUMBER	
7a. TOTAL QUANTITY ON PO (Units)	7b. PO COMPLETE? Yes <input type="checkbox"/> No <input type="checkbox"/>	8a. LOADING COMMENCED	8b. LOADING COMPLETED

Complete findings below. Attach listing if more than 10 containers.

9. CATEGORY	10. AMOUNT	11. CONTAINER NUMBER(S)	
a. Damaged and Not Loaded		1	6
b. Damaged and Loaded		2	7
c. Damaged, Loaded and Removed		3	8
d. Repaired, Recouped, and Loaded		4	9
e. Total VLO Damage (Sum of a thru c minus d)		5	10

12. COMMENTS/REMARKS (Infestation, Dirt, Moisture, etc.)
--

13. NUMBER OF METRIC TONS AND/OR UNITS FOR THIS DAY (As advised by Loading Facility)	14. NUMBER OF CONTAINERS LOADED AND SEALED THIS DAY
---	---

CERTIFICATION AND ACKNOWLEDGEMENT

I certify that the information reported on this form is complete and accurate. This certification is executed with full knowledge of the provision of 18 U.S.C. 1001, which provides for a fine or imprisonment of not more than five years or both, for knowing and willfully making any materially false, fictitious, or fraudulent statement or representation, and with full knowledge of the provisions of 31 U.S.C. 3729, which imposes civil liability for any person who knowingly makes, uses, or causes to be made or used, a false record to get a false or fraudulent claim paid or approved by the Government.

The certification and acknowledgement is applicable to the services performed in accordance with the requirements of the USDA, Agricultural Marketing Service Vessel Loading Observation contract.

15. OBSERVER NAME (Please print)	15a. OBSERVER SIGNATURE	15b. DATE
16. OCEAN CARRIER/LOADING STEVEDORE REPRESENTATIVE (Please print)	16a. OCEAN CARRIER/LOADING STEVEDORE REPRESENTATIVE (Signature)	16b. DATE

PRIVACY ACT STATEMENT

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 17, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Agricultural Trade Development and Assistance Act of 1954 (Public Law 480 - as amended). The information will be used to document the observation of vessel loading activities. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-3, Consultants File. Providing the requested information is mandatory. Failure to furnish the requested information will result in a determination that it is not possible to process/take action based on this form.

PAPERWORK REDUCTION ACT STATEMENT

As specified in 5 CFR 1320, information will be collected from fewer than 10 persons. Therefore, Office of Management and Budget (OMB) approval is not required for this information collection. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate and any other aspect of this collection of information, including suggestions for reducing this burden estimate to U.S. Department of Agriculture, Commodity Operations-KC Organization, Chief, Business Operations Support Division, Stop 8768, P.O. Box 419205, Kansas City, Missouri 64141-6205.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632 9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or e mail at program.intake@usda.gov. Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish). Persons with disabilities, who wish to file a program complaint, please see information above on how to contact us by mail directly or by email. If you require alternative means of communication for program information (e.g., Braille, large print, audiotope, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

NOTE: The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

KC-43 (07-17-18)	U.S. DEPARTMENT OF AGRICULTURE Agricultural Marketing Service	1. DATE
BREAKBULK VESSEL LOADING OBSERVATION WORKSHEET		

2. INSPECTOR NAME	3. COMMODITY NAME
--------------------------	--------------------------

4a. LOCATION OF INSPECTION	4b. CITY	4c. STATE	4d. ZIP CODE
-----------------------------------	-----------------	------------------	---------------------

4e. TELEPHONE NO. (Including Area Code)	4f. FAX NO.	4g. EMAIL ADDRESS
--	--------------------	--------------------------

5. VESSEL/CARRIER NAME	6. STEVEDORE
-------------------------------	---------------------

7. BOOKING NUMBER	8. PURCHASE ORDER (PO) NUMBER	8a. TOTAL QUANTITY ON PO (Units)	8b. PO COMPLETE? Yes <input type="checkbox"/> No <input type="checkbox"/>
--------------------------	--------------------------------------	---	---

9a. LOADING COMMENCED	9b. LOADING COMPLETED
------------------------------	------------------------------

Complete findings below.

10. CATEGORY	HOLD 1	HOLD 2	HOLD 3	HOLD 4	HOLD 5	TOTAL
a. Damaged and Not Loaded						
b. Damaged and Loaded						
c. Damaged, Loaded and Removed						
d. Repaired, Recouped, and Loaded						
e. Total VLO Damage (Sum of a thru c minus d)						

11. COMMENTS/REMARKS (Infestation, Dirt, Moisture, etc.)

12. NUMBER OF METRIC TONS AND/OR UNITS FOR THIS DAY (As Advised by Loading Facility)

CERTIFICATION AND ACKNOWLEDGEMENT

I certify that the information reported on this form is complete and accurate. This certification is executed with full knowledge of the provision of 18 U.S.C. 1001, which provides for a fine or imprisonment of not more than five years or both, for knowing and willfully making any materially false, fictitious, or fraudulent statement or representation, and with full knowledge of the provisions of 31 U.S.C. 3729, which imposes civil liability for any person who knowingly makes, uses, or causes to be made or used, a false record to get a false or fraudulent claim paid or approved by the Government.

The certification and acknowledgement is applicable to the services performed in accordance with the requirements of the USDA, Agricultural Marketing Service Vessel Loading Observation contract.

13. OBSERVER NAME (Please print)	13a. OBSERVER SIGNATURE	13b. DATE
14. OCEAN CARRIER/LOADING STEVEDORE REPRESENTATIVE (Please print)	14a. OCEAN CARRIER/LOADING STEVEDORE REPRESENTATIVE (Signature)	14b. DATE

PRIVACY ACT STATEMENT

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 17, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Agricultural Trade Development and Assistance Act of 1954 (Public Law 480 - as amended). The information will be used to document the observation of vessel loading activities. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-3, Consultants File. Providing the requested information is mandatory. Failure to furnish the requested information will result in a determination that it is not possible to process/take action based on this form.

PAPERWORK REDUCTION ACT STATEMENT

As specified in 5 CFR 1320, information will be collected from fewer than 10 persons. Therefore, Office of Management and Budget (OMB) approval is not required for this information collection. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate and any other aspect of this collection of information, including suggestions for reducing this burden estimate to U.S. Department of Agriculture, Commodity Operations-KC Organization, Chief, Business Operations Support Division, Stop 8768, P.O. Box 419205, Kansas City, Missouri 64141-6205.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632 9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or e mail at program.intake@usda.gov. Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish). Persons with disabilities, who wish to file a program complaint, please see information above on how to contact us by mail directly or by email. If you require alternative means of communication for program information (e.g., Braille, large print, audiotope, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

NOTE: The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

KC-44
(7-17-18)

U.S. DEPARTMENT OF AGRICULTURE
Agricultural Marketing Service

BREAKBULK VESSEL LOADING OBSERVATION CERTIFICATE
CONTAINER BREAKBULK VESSEL

1. CERTIFICATE NUMBER		2. CERTIFICATE DATE	3. COMMODITY NAME	
4. PURCHASE ORDER (PO) NUMBER	4a. TASK ORDER NUMBER	5. TOTAL QUANTITY ON PO (Units)	6. DOES THIS CERTIFICATE COMPLETE THE PO? Yes <input type="checkbox"/> No <input type="checkbox"/>	
7. DATE INSPECTION REQUESTED		8. DATE(S) INSPECTION SERVICES PERFORMED		9. LOCATION WHERE INSPECTION PERFORMED
10. BOOKING NUMBER		11. PROGRAM CODE/TITLE		12. VESSEL NAME

CONTACT INFORMATION

13. FORWARDER NAME		13a. EMAIL ADDRESS(ES)	
13b. TELEPHONE NO. (Including Area Code)			
14. OCEAN CARRIER NAME		14a. EMAIL ADDRESS(ES)	
14b. TELEPHONE NO. (Including Area Code)			

SUMMARY OF VESSEL LOADING OBSERVATION

15. CATEGORY	16. NUMBER OF UNITS	17. CONTAINER NUMBER(S) (Attach Rider if Needed)	
a. Damaged and Not Loaded			
b. Loaded Damaged and Not Removed			
c. Damaged After Loading and Removed			
d. Repaired, Recouped, and Loaded		18a. LOADING COMMENCED	18b. LOADING COMPLETED
e. Total VLO Damage (Sum of a thru c minus d)		19. TOTAL NUMBER OF CONTAINERS/UNITS (As applicable)	

20. COMMENTS/REMARKS

CERTIFICATION AND ACKNOWLEDGEMENT

I certify that the information reported on this form is complete and accurate. This certification is executed with full knowledge of the provision of 18 U.S.C. 1001, which provides for a fine or imprisonment of not more than five years or both, for knowing and willfully making any materially false, fictitious, or fraudulent statement or representation, and with full knowledge of the provisions of 31 U.S.C. 3729, which imposes civil liability for any person who knowingly makes, uses, or causes to be made or used, a false record to get a false or fraudulent claim paid or approved by the Government.

The certification and acknowledgement is applicable to the services performed in accordance with the requirements of the USDA, Agricultural Marketing Service Vessel Loading Observation contract.

21. OBSERVER NAME (Please print)	21a. OBSERVER SIGNATURE	21b. DATE
----------------------------------	-------------------------	-----------

PRIVACY ACT STATEMENT

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 17, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Agricultural Trade Development and Assistance Act of 1954 (Public Law 480 - as amended). The information will be used to document the observation of vessel loading activities. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-3, Consultants File. Providing the requested information is mandatory. Failure to furnish the requested information will result in a determination that it is not possible to process/take action based on this form.

PAPERWORK REDUCTION ACT STATEMENT

As specified in 5 CFR 1320, information will be collected from fewer than 10 persons. Therefore, Office of Management and Budget (OMB) approval is not required for this information collection. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate and any other aspect of this collection of information, including suggestions for reducing this burden estimate to U.S. Department of Agriculture, Commodity Operations-KC Organization, Chief, Business Operations Support Division, Stop 8768, P.O. Box 419205, Kansas City, Missouri 64141-6205.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632 9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or e mail at program.intake@usda.gov. Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish). Persons with disabilities, who wish to file a program complaint, please see information above on how to contact us by mail directly or by email. If you require alternative means of communication for program information (e.g., Braille, large print, audiotope, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

NOTE: The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

This form is available electronically.

CCC-251 (06-11-98)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. DATE OF NOTICE (MM-DD-YYYY)
NOTICE OF ASSIGNMENT		

IMPORTANT: This document is used to make assignments for both the Commodity Credit Corporation (CCC) and the United States Department of Agriculture (USDA). Assignments for the two Agencies are similar, but the rules governing them are not identical. Please make sure you know whether CCC or USDA is the agency named in the contract before completing this form.

2. CONTRACT MADE BY (Check one)	3. CONTRACT	
Commodity Credit Corporation <input type="checkbox"/>	United States Department Of Agriculture <input type="checkbox"/>	
		CONTRACT NUMBER
		DATE (MM-DD-YYYY)

4. **RETURN TO** (Name and address of addressee) (For CCC contracts, this is the USDA office to which invoices will be submitted for payment. For USDA contracts, this the contracting officer.)

5. CONTRACT MADE WITH (Name and address of contractor and warehouse code, if applicable)

6. TYPE OF CONTRACT

7. INSTRUCTIONS:

Monies payable from the U.S. under a USDA or CCC contract may be assigned to a bank, trust company, federal lending agency, or other recognized lending institution. However, if such contract was made with a corporation whose stock is wholly owned by the federal government, such contract may be assigned to a prior lienholder, or, with the prior approval of the contracting officer, to an individual.

Further, the rights of the assignee to the proceeds of a USDA or CCC contract are subject to, inter alia, defenses arising under the contract which the government could have asserted against the assignor absent the assignment.

Unless expressly permitted by the contract, that any assignment shall cover all amounts payable under the contract and not already paid and shall not be made to more than one party, except that any assignment may be made to one party as agent or trustee for two or more parties participating in such financing. If the contract was made with CCC, it shall not be subject to further assignment.

Since such assignment shall be recognized only if and when the assignee thereof files written notice of the assignment, these instructions shall be followed carefully in order to avoid delay, inconvenience, and possible impairment of the validity of the assignment.

- A. Upon execution of an assignment, the assignee shall prepare, sign and forward the original signed copy of this notice, together with the original signed copy of the instrument of Assignment to the addressee. Photocopies of each executed form shall be sent to the surety or sureties upon the bond or bonds (if any) in connection with the contract.
- B. The addressee shall acknowledge receipt of this notice, if in order, in the space provided and return photocopies of each acknowledged form to the assignee.
- C. It is the policy of CCC and USDA to notify the assignee of the amount of any indebtedness of the contractor which is to be collected by CCC or USDA by offset from payments due under the contract. The assignee will generally receive such offset notice when receipted copies of the Notice of Assignment are returned to him or her. Whenever the assignee is given an offset notice by CCC or USDA, the amounts payable under the contract will be the amounts remaining to be paid after offset.
- D. CCC or USDA may offset any amounts for which the assignor is indebted to the United States for taxes with respect to which a notice of lien was filed, or a Notice of Levy was served, in accordance with the provisions of the Internal Revenue Code of 1954 (26 U.S.C. 6323; 6331), prior to acknowledgement by CCC or USDA of receipt of the notice of assignment.
- E. Such assignment shall remain in force until addressee receives written advice from the assignee to release this assignment.

NOTE: Payment due or to become due under the contract identified above will be made to the undersigned assignee.

8. NAME AND ADDRESS OF ASSIGNEE (Please limit name to one line (30 spaces) and limit address to two lines (30 spaces each).)

9A. STATUS OF ASSIGNEE AT TIME OF ASSIGNMENT (Check appropriate box)

- FINANCIAL INSTITUTION
- PERSON OR FIRM HOLDING A LIEN OR ENCUMBRANCE (Valid for CCC Contracts only.)
- PERSON OR FIRM NOT HOLDING A LIEN OR ENCUMBRANCE (Valid for CCC Contracts only. Assignee understands a valid assignment for all purposes in this case requires the contractor to obtain approval of the contracting officer or other designated official of CCC in writing before the assignment will be recognized by CCC.)

9B. BY (Name of Signing Officer for Assignee)

9C. TITLE

9D. DATE (MM-DD-YYYY)

10. ACKNOWLEDGMENT

Receipt is acknowledged of this notice and a signed copy of the above-mentioned instrument of assignment. Date and time of receipt is as follows:

10A. TIME	10B. DATE (MM-DD-YYYY)	10C. BY (Signature)	10D. TITLE
-----------	------------------------	---------------------	------------

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race color, national origin gender, religion age disability, political beliefs sexual Persons with disabilities who require alternative means for communication of program information (Braille, large, print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985 (Pub. L. 99-198), as amended, and the regulations promulgated under 7 CFR Part 1400 for Payment Eligibility Review requirements. The information will be used to determine eligibility for program benefits and other financial assistance administered by USDA agencies. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA agencies. This information may be provided to other agencies, IRS, Department of Justice or other State and Federal Law enforcement agencies and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 651, 1001, 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0183. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***

CCC-252
(06-11-98)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

INSTRUMENT OF ASSIGNMENT

CONTRACT NUMBERED (a) _____ **DATED** (b) _____

KNOW ALL MEN BY THESE PRESENTS: That (c) _____

I (We) (d) _____

this (e) _____ day of (f) _____, for value

received, do hereby assign to (g) _____

_____ of (h) _____

all right, title, and interest, to all monies due or to become due from the United States or from any agency or department thereof, or

any corporation whose stock is wholly owned by the federal government, under Contract No. (i) _____

dated (j) _____.

I (We) stipulate that such monies payable from the U.S. under such contract are being assigned to a bank, trust company, federal lending agency, or other recognized lending institution, unless such contract was made with a corporation whose stock is wholly owned by the federal government, in which case such contract may be assigned to a prior lienholder, or, with the prior approval of the contracting officer, to an individual.

I (We) further stipulate that the rights of the assignee to the proceeds of this contract are subject to, inter alia, defenses arising under the contract which the government could have asserted against the assignor absent the assignment.

I (We) further stipulate that no previous assignment has been made and agree that no additional assignments will be made under this contract; that payments thereunder will be made by checks drawn to the order of the assignee; that the assignment shall remain in force until released on written advice by the assignee.

(k) Contractor _____

(l) By _____

(m) Title _____

(n) **ATTEST:**

(SECRETARY)

(Affix Corporate Seal)

(o) RETURN TO:
[Empty box for return address]

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 1404.4 and the Commodity Credit Corporation (CCC) Charter Act. The information will be used to establish the parties to which a payment received under a USDA or CCC contract will be assigned. Furnishing the requested information is voluntary; however, without it monies payable from the U.S. under a USDA or CCC contract will not be assigned.. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0183. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***

CLAUSES AND PROVISIONS IN EFFECT THROUGH FAC 2021-04 ARE INCORPORATED INTO THIS RFP, 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>

52.202-1 DEFINITIONS (JUN 2020)

**52.203-3 GRATUITIES (APR 1984)
(IAW FAR 3.202)**

**52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND
REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (JUN 2020)
(IAW FAR 3.908-9)**

**52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
(IAW FAR 4.1105(b))**

**52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE
MAINTENANCE (JUL 2016)
(IAW FAR 4.1804(c), FAR 12.301(d))**

**52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS
AND CERTIFICATIONS (DEC 2014)
(IAW FAR 4.1202(b))**

**52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR
INFORMATION SYSTEMS (JUN 2016)
(IAW FAR 4.1903)**

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

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2018)
(IAW FAR 12.301(b)(3))

ADDENDUM TO CLAUSE 52.212-4

(a) *Inspection/Acceptance.* All report forms (KC-41, KC-43, KC-44, and related observation documentation) except the task order report shall be submitted concurrently with the associated invoice. The task order reports shall be submitted as provided in the Statement of Work.

(b) *Assignment.*

If requesting assignment of claims under the contract, the contractor may use USDA forms CCC-251 (Notice of Assignment) and CCC-252 (Instrument of Assignment), or the contractor may use its own forms provided the forms are essentially consistent with CCC-251 and CCC-252 in content.

(e) *Definitions.*

(1) "Project Officer" means USDA representative that administers the contract and the initial point of contact for the Contractor.

- (2) “Observer” means the person(s) performing the work under the contract
- (3) “Freight forwarder” means the person/firm representing the shipper of the cargo being observed
- (4) “Commodity Purchase Order” means the contracted shipping or delivery instructions issued by the Government to the commodity vendor
- (5) “Breakbulk Vessel” means loose, non-containerized cargo.
- (6) “Booking number” means reservation number used to secure equipment and act as a control number prior to completion of an ocean bill of lading.

52.212-5

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS (JAN 2021)
(IAW FAR 12.301(b)(4))

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

- (1) **52.203-19**, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) **52.204-23**, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) **52.204-25**, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) **52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) **52.233-3**, Protest After Award (Aug 1996) (31 U.S.C 3553).
- (6) **52.233-4**, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

- X** (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (Jun 2020), with **Alternate I** (Oct 1995)(41 U.S.C. 4704 and 10 U.S.C. 2402).
- X** (2) **52.203-13**, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).
- _____ (3) **52.203-15**, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts

funded by the American Recovery and Reinvestment Act of 2009.)

- X (4) **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (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).
- X (8) **52.209-6**, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jun 2020) (31 U.S.C. 6101 note).
- X (9) **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- _____ (10) [Reserved]
- _____ (11) (i) **52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020)(15 U.S.C. 657a).
(ii) **Alternate I** (Mar 2020) of 52.219-3.
- _____ (12) (i) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
(ii) **Alternate I** (Mar 2020) of 52.219-4.
- _____ (13) [Reserved]
- _____ (14) (i) **52.219-6**, Notice of Total Small Business Set-Aside (Nov 2020)(15 U.S.C. 644).
(ii) **Alternate I** (Mar 2020).
- _____ (15) (i) **52.219-7**, Notice of Partial Small Business Set-Aside (Nov 2020)(15 U.S.C. 644).
(ii) **Alternate I** (Mar 2020) of 52.219-7.
- _____ (16) **52.219-8**, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- _____ (17) (i) **52.219-9**, Small Business Subcontracting Plan (Jun 2020) (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** (Mar 2020) of 52.219-9.
(v) **Alternate IV** (Aug 2018) of 52.219-9.
- _____ (18) **52.219-13**, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

- _____ (ii) Alternate I (Mar 2020) of 52.219-13.
- _____ (19) **52.219-14**, Limitations on Subcontracting (Mar 2020)(15 U.S.C. 637(a)(14)).
- _____ (20) **52.219-16**, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- _____ (21) **52.219-27**, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020)(15 U.S.C. 657 f).
- _____ (22) **52.219-28**, Post Award Small Business Program Rerepresentation (Nov 2020) (15 U.S.C. 632(a)(2)).
- _____ (ii) **Alternate I** (Mar 2020) of 52.219-28.
- _____ (23) **52.219-29**, Notice of Set-Aside for, or Sole source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (1 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 (Mar 2020) (15 U.S.C. 637(m)).
- _____ (25) **52.219-32**, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- _____ (26) **52.219-33**, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- X (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- _____ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
(ii) Alternate I (Feb 1999) of 52.222-26.
- X (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
(ii) Alternate I (Jul 2014) of 52.222-35.
- X (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
(ii) Alternate I (Jul 2014) of 52.222-36.
- X (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (35) (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).
- _____ (36) 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.)
- _____ (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.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- _____ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- _____ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- _____ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- _____ (ii) Alternate I (Jan 2017) of 52.224-3.
- _____ (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- _____ (49) (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.
- _____ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- _____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- _____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- _____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- _____ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020)
- _____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- _____ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- _____ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- X (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- _____ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
- _____ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- _____ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- _____ (63) (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.
- _____ (iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).
- (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
- (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) X (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

- ____(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)____(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ____(B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 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.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING (Aug 2020)
(IAW FAR 16.506(a))

(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, 2021 through September 30, 2025.*

(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)
(IAW FAR 16.506(b))

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than ***eleven (11) metric tons***, 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 any order for a combination of items in excess of ***200,000 metric tons***;

(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)
(IAW FAR 16.506(d)(1))

(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 30 days after the through date identified in 1.3 Period of Performance in Statement of Work.

452.216-73 **MINIMUM AND MAXIMUM CONTRACT AMOUNTS (FEB 1988)**
(IAW AGARFARS 416.506(b))

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)**
(IAW FAR 17.208(f))

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 thirty (30) days prior to contract expiration date.

52.217-9 **OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**
(IAW FAR 17.208(g))

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

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

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

THE FOLLOWING IS FILL-IN DATA FOR CLAUSE 52.212-5 PARA (c)(2):

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage	Fringe Benefits
Marine Cargo Assistant GS-2161-05	GS-05, \$16.90/hr	
Marine Cargo Specialist GS-2161-07	GS-07, \$20.93/hr	
Marine Cargo Specialist GS-2161-09	GS-09, \$25.60/hr	
Marine Cargo Specialist GS-2161-11	GS-11, \$30.98/hr	

52.222-49 SERVICE CONTRACT ACT – PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

52.232-1 PAYMENTS (APR 1984)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2021. The Government’s obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2021, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
(IAW FAR 32.706-3)**

**52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
(IAW FAR 32.009-2)**

**52.246-4 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
(IAW FAR 46.304)**

(a) *Definition:* “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

452.246-70

INSPECTION AND ACCEPTANCE (FEB 1988)

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

(b) Inspection and acceptance will be performed at:

USDA/Kansas City Commodity Office
6501 Beacon Drive
Kansas City, MO 64133-4676

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

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

**SOLICITATION PROVISIONS
REPRESENTATIONS, INSTRUCTIONS AND EVALUATIONS**

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/>.

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

**52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (Jun 2020)
(IAW FAR 12.301(b)(1))**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

See addendum below for additional submission requirements.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with [subpart 4.10](#) of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<https://assist.dla.mil/online/start/>).
- (ii) Quick Search (<http://quicksearch.dla.mil/>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k)[Reserved]

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the

following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

ADDENDUM TO PROVISION 52.212-1(b)

(b) Submission of offers.

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

In addition to items (1) through (11) required by paragraph (b) of FAR clause 52.212- 1, the paragraph is further amended to require the inclusion of the following in offerors' proposal packages-

- (12) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation.
- (13) A statement certifying offeror has the capability to utilize standard digital photography to document any issues which might be raised
- (14) Pursuant to FAR clause 52.222-49, since place of performance is unknown at the time of solicitation issuance, offerors must, ***within 10 calendar days of issuance*** of solicitation, submit in writing to the CO a request for wage determinations for possible places of performance and/or occupation titles which they cannot retrieve from the GSA website: <https://beta.sam.gov/>.
- (15) A complete listing of service employees that will be employed under this contract. A listing of standard occupations in Adobe PDF reader format is available at: https://www.bls.gov/soc/2018/soc_2018_manual.pdf.

Submission of the complete proposal will be done electronically utilizing email to kyle.hugo@usda.gov before the designated closing time and date.

52.212-2 EVALUATION OF 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:

- **Technical Approach**
- **Contractor Capacity**
- **Past Performance**
- **Price**

Of the non-price factors, Technical Approach is slightly more important than Contractor Capacity and significantly more important than Past Performance. Technical Approach and Contractor Capacity are more important than Past Performance. Price is of less importance than the technical evaluation factors. However, as the technical ratings become closer, price becomes more important. Price will not be assigned a numerical weight, point score, or adjectival rating. The Government may elect to award to a contractor that is not the lowest price. Award will be made to the offeror whose proposal represents the best value to the Government.

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

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

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (Jan 2021) (IAW FAR 12.301(b)(2))

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://sam.gov/SAM/>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (t) of this provision.

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

Covered telecommunications equipment or services has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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”—

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

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.

Veteran-owned small business concern means a small business concern—

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

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

Women-owned 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.

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.

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial 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(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

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

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

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

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

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

(2) Foreign End Products:

Line Item No. Country Of Origin

[List as necessary]

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

(g) (1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

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

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

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

Line Item No. Country Of Origin

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country Of Origin

[List as necessary]

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

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

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

(ii) 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”:

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]	

- (iv) 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 [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of

manufacture of the end products it expects to provide in response to this solicitation is predominantly-

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

(k) *Certificates regarding exemptions from the application of the Service Contract Labor*

Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

(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 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 CFR1.6049-4;
- Other _____.

(5) *Common parent.*

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

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

(2) *Representation.* The Offeror represents that—

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

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

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

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

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

(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).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM ([12.301\(d\)\(1\)](#)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

52.204-16 **COMMERCIAL AND GOVERNMENT ENTITY CODE
REPORTING** (Aug 2020)
(IAW FAR 4.1804(a), FAR 12.301(d))

452.204-70 **INQUIRIES** (FEB 1988)
(IAW AGARFARS 404.7001)

52.209-7 **INFORMATION REGARDING RESPONSIBILITY MATTERS** (Oct
2018)
(IAW FAR 9.104-7(b))

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)
(IAW FAR 9.104-7(d))

(a) 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—

- (1) 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
- (2) 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.

(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.

452.216-72 EVALUATION QUANTITIES--INDEFINITE-DELIVERY CONTRACT (FEB 1988)
(IAW AGARFARS 416.506(a))

52.217-5 EVALUATION OF OPTIONS (JUL 1990)
(IAW FAR 17.208(c))

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND CERTIFICATIONS (Jun 2020)
(IAW FAR 25.1103(e))

52.233-2 SERVICE OF PROTEST ACT (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

Kyle Hugo
Mail Stop 8758
P.O. Box 419205
Kansas City, MO 64141-6205

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.