Solicitation 12FPC219R0004

USDA Agribusiness Trade Mission Implementation Services – Colombia

PART I - - THE SCHEDULE

SECTION A: SOLICITATION

This Solicitation/Request for Proposal (RFP) is being issued in accordance with FAR Part 12 Acquisition of Commercial Items and FAR Part 13- Simplified Acquisition Procedures.

This RFP in no way obligates the Farm Production and Conservation Business Center (FPAC-BC) to award a contract, nor does it commit FPAC-BC or the Foreign Agriculture Service (FAS) to pay any cost incurred in the preparation and submission of quotes/proposals.

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer is conforming to the solicitation,and will be most advantageous to the Government. Proposals in response to this solicitation/RFP will be valid for 30 days.

The Government contemplates the award of a single firm-fixed price contract resulting from this solicitation.

SECTION B – SUPPLIES OR SERVICES AND PRICES

B.1. SCHEDULE OF SERVICES

The contractor shall provide USDA Agribusiness Trade Mission (ATM) Implementation Services to Colombia, with a Buyer Mission from Panama to include: Business Recruitment and Matchmaking, Meeting Coordination and Facilitation, Logistics Management, Interpretation and Materials Translation, Informational Materials Development, and Follow-up Activities, in accordance with Section C of this contract.

B.2. PRICING

CLIN	CLIN DESCRIPTION	ESTIMATED QUANTITY	FIRMED FIXED PRICE CLIN AMOUNT
001	PLENARY ROOM		
002	CONTROL ROOM		
003	BREAKOUT MEETING ROOMS CONFERENCE PACKAGE (Including Breakfast, Lunch, And Morning/Afternoon Coffee Breaks) Reception		
004	INTERPRETATION COSTS; TRANSLATION OF DOCUMENTS		

005	**GROUND TRANSPORTATION** Roundtrip to/from Airport Arrival Ground Transport to Offsite Activities and Departure Airport		
006	Business Meeting Recruitment, Coordination and Facilitation (Fixed Price and Labor Hours)		
007	Host-Country Company Recruitment for Business Meetings – Labor		
008	Preparation of ATM Information Package		
009	Compilation of U.S. Company Profile Brochure		
010	U.S. Company Profile Brochure - Materials		
011	On-site Business Meeting Coordination - Labor Meeting Coordination - Travel (Airfare)		
012	On-Site Business Meeting Coordination - Travel (Airfare)		
013	Onsite Business Meeting Coordination - Lodging and M&IE		
		TOTAL FIRM FIXED PRICE	

B.3. FOREIGN CURRENCIES AND EXCHANGE RATES/FEES:

The Contractor shall be responsible for obtaining foreign currencies required to pay expenses in foreign countries that are to be paid by the Contractor. The Government shall not reimburse any fees for currency exchange to the Contractor.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. BACKGROUND

The United States Department of Agriculture (USDA), Foreign Agriculture Service (FAS), Office of Trade Programs (OTP), Trade Services Staff (TSS), coordinates the implementation of USDA Agribusiness Trade Missions (ATM) to countries around the world. These missions enable U.S. agribusinesses to establish short-, medium-, and long-term partnerships through sales in agri-food production, processing, inputs and value-added products. ATMs comprise a critical USDA program for the promotion of U.S. exports in the field of agriculture, encouraging U.S. economic development and job-creation and support in rural areas.

ATMs consist of two tracks that are implemented simultaneously: the first, comprised of a U.S. Government Delegation (including the overall Head of Delegation, a senior-level USDA official), holds meetings with appropriate host-country government counterparts and conducts site visits to learn more about the local environment for agribusiness; the second, inclusive of a U.S. Business Delegation, focuses on the development of commercial opportunities for U.S. companies and the provision of educational programming that improves participants' understanding of the host-country market conditions. The Contractor shall provide support for the ATMs as outlined in this document. The Contractor's responsibilities will focus primarily on

the U.S. Business Delegation, though its work will also provide support to the U.S. Government Delegation as well.

C.2. SCOPE OF WORK

The Contractor shall provide support in the planning and implementation of activities associated with an ATM to Colombia with a Buyer Missions from Panama the week of May 20-23, 2019. The Contractor shall provide: 1) strong ties with the public and private sector agricultural communities in Colombia; 2) a resume reflecting a history of facilitating high visibility international and local events; and 3) adequate staffing to accomplish the tasks set forth in this document. The Contractor shall demonstrate clear capabilities related to the following:
1) Host-Country Business Recruitment and Matchmaking with U.S. Companies;
2) Business-to-Business Meeting Coordination and Facilitation;
3) Business Delegation-to-Local Agribusiness Officials and Industry Meeting Facilitation;
4) Logistics Management (Including Venue and Ground Transportation Management);
5) Provision of Interpretation and Materials Translation;
6) Informational Materials Development (**Including ATM Graphic Design, Table Tents; Nametags, Brochures and Welcome Packets);**
7) Follow-on activities associated with the ATM; and
8) Monitoring and Evaluation.

C.3. OBJECTIVES

ATM participants will receive first-hand education about Colombia's business conditions through presentations from other private sector companies and government representatives; visits to agricultural production venues, retailers, wholesalers, and other appropriate businesses; business meetings with prospective host-country partner companies; and informal networking with other ATM delegates.

The ATM will improve U.S. participant companies' short-, medium-, and long-term sales prospects in the Colombian market by providing a series of business meetings with possible host-country companies and a Buyer Mission from Panama.

The success of the ATM depends on recruiting the most relevant and appropriate Colombian companies in the agricultural industries identified for each ATM. In this context, appropriate and relevant companies include companies whose needs align directly with the products featured in the ATM and are either already established/successful or up-and-coming businesses who might make good business partners for U.S. companies. At this stage, the following U.S. export industries are likely to be highlighted:

Consumer Oriented Products: Prepared foods, dairy products, beef and beef products, pork and pork products, poultry meat and products, snack foods, fresh fruits and vegetables, processed fruits and vegetables, snack foods, dog and cat food, tree nuts, condiments and sauces, wine, beer, and spirits.

Intermediate Products: Soybean meal, soybean oil, vegetable oil (excluding soybean oil), feeds & fodders, distillers grains, planting seeds, sugar and sweeteners, animal fats, and live animals.

Bulk Products: Corn, soybeans, wheat, pulses, cotton, and rice.

Agricultural Related Products: Forest products, and fish products.

C.4. TASKS

Recruitment and selection of U.S. companies is done by the FAS Office of Trade Programs in Washington, DC in coordination with the Office of Agricultural Affairs/Bogota. In coordination with the local FAS office, the Contractor will facilitate and oversee the identification of appropriate Colombian and Panamanian agricultural companies to participate in the ATM based on U.S. company participation and market sectors. The selected host-country companies and the Panama companies will meet with U.S. agricultural companies to discuss possible sales of U.S. products, partnerships, and trade promotion. Additionally, the Contractor will organize ATM logistics as outlined in the following sections.

C.4.1 KICK-OFF MEETING

The contractor is expected to commence coordination of ATM preparation activities immediately upon contract award. To initiate this process, a kick-off meeting shall be scheduled with the Contracting Officer Representative (COR) and FAS Office of Agriculture Affairs/Bogota staff within one week of contract award. The kick-off meeting may be held at the FAS Office, or via teleconference as determined by the COR.

C.4.2 BUSINESS MEETING RECRUITMENT, COORDINATION, AND FACILITATION:

C.4.2.1 Recruitment of Host-Country Companies for Business Meetings with U.S. Companies.

The Contractor will recruit host-country companies to meet with each of the U.S. companies participating in the ATM. The methodology for this recruitment shall be provided by companies bidding on the ATM opportunity. Ultimately, the Contractor will be responsible for creating a schedule of business meetings for each participating U.S. company that includes a range of 5-6 meetings per day with relevant host-country and Panamanian companies. Companies bidding on this project should plan their budget based on 40 U.S. companies (80 participants); though the final number of U.S. companies may differ from that figure slightly. The proposed meeting schedule will be reviewed by USDA on a weekly basis beginning four (4) weeks prior to the ATM to ensure the host-country companies scheduled to meet with U.S. businesses do comprise legitimate opportunities for the U.S. Business Delegation. The Contractor will maintain responsibility for inviting and confirming the host-country companies' intention to participate in their scheduled business meetings, as well as sharing with the host-country companies their specific schedule of meetings with U.S. businesses. The Contractor will also provide FAS/Washington with websites and profiles for all host country businesses proposed to meet

with U.S. companies for review. The Contractor is also encouraged to propose to USDA the inclusion of host-country or U.S. trade associations, other non-governmental organizations, and public sector offices whose participation might be relevant and helpful to certain members of the U.S. Business Delegation.

C.4.2.2 Preparation of the ATM Information Package for U.S. Business Delegation.

The package will contain current information about the trade opportunities in the host-country agribusiness sectors with data covering general economic conditions and statistical information; a list of individual appointments for each U.S. company with a brief description of potential host-country partners the representatives will meet (bidders should provide a list of suggested information to be included in the host-country company profiles that includes, but is not limited to: market sector, history of operation, ownership structure, assets, production lines, domestic and export markets, credit and investment needs, implementation of quality standards and demand for partnerships and joint ventures); a list of local restaurants; a list of relevant contact information, including emergency numbers in the country (Contractor point of contact, hospitals, U.S. Consular Services, etc.); a final schedule of business meetings with host-country companies; and a map that includes the location of the hotel and U.S. Embassy/Consulate. The information package will be handed out to each individual delegate upon his or her arrival at the designated hotel.

Information about the host-country companies the U.S. company representatives are scheduled to meet will be disseminated to all U.S. participants not less than two weeks prior to the trip. (USDA recognizes meetings will continue to be scheduled until the implementation date of the ATM and that the final schedule will be reflected in the hard copies distributed to delegates upon their arrival in the host country; the preliminary electronic copies will provide U.S. companies an opportunity to conduct due diligence about their potential meeting partners.)

C.4.2.3 Compilation of U.S. Company Profile Brochure.

USDA will provide the Contractor preliminary company profiles for all U.S. Business Delegation member organizations. The Contractor will then coordinate with FAS Office of Trade Programs in Washington, DC to finalize the company profiles (to include head-shot pictures), ultimately obtaining written approval of the profile from each company. The Contractor will then compile the U.S. company profiles into a handout brochure that will be shared with all participants, host-country and U.S. alike. The brochure profiles will contain each company’s headquarters address (as well as any other facilities it wishes to highlight), contact details, primary contact person, logo, and brief company profile as well as company's expectations and requirements in identifying their host-country partners. A translated version of the brochure should be available to host-country representatives. This brochure will provide value as a promotional and matchmaking tool.

C.4.2.4 On-Site Business Meeting Coordination.

The Contractor will provide on-site coordination of the business meetings. This includes provision of a registration desk where host-country companies and U.S. business participants

will check in, as well as the provision of trouble-shooting and facilitation of additional on-site business meeting matchmaking wherever possible. Contractors should elaborate on their proposal for managing this element of the program.

C.5 LOGISTICAL RESPONSIBILITIES:

C.5.1 Venue Coordination.

The Contractor will contract with an appropriate hotel that is capable of lodging the delegation and hosting all appropriate hotel-based meetings during the ATM. **Hotel accommodations will also include space for visiting companies from Panama.** "Appropriate" is defined in the context of this document as a five-star venue that meets with the approval of USDA's in-country officers and USDA/Washington staff. The Contractor will provide a rationale for identifying the recommended venue (e.g., proximity to the city's business center, etc.). The hotel requirements for Colombia include:

- A single meeting room that is large enough to host all business meetings for the entire B2B program.
- A centralized control room where both the contractor and USDA program management staff can coordinate ongoing ATM activities. The room should include 2 computer work stations (with reliable, high speed connection to the internet), 2 printers (one color, one able to produce double-sided pages), 1 copier and at least three conference tables. The **Contractor will provide staffing, as needed, for the Control Room to supplement the USDA delegation staff. A diagram of USDA's preferred layout and needs will be provided prior to the kick-off meeting.**
- Individual break-out rooms where smaller meetings can be held. These meetings could include participant numbers ranging from 5-20 people; USDA will coordinate with the contractor about specific needs for a given activity.
- Room block for the entire U.S. Business and Government Delegations. **All lodging rooms will be paid individually by the participants, unless they are sponsored buyers from Panama,** but the Contractor will secure the block at a rate that conforms to (or falls below) U.S. government per diem guidelines. The Contractor should also secure a complimentary upgrade for, at a minimum, the ATM Head of Delegation; a specific list of individuals for whom additional complimentary upgrades might be requested will be provided by USDA.

C.5.2 Meals.

The lodging rate secured by the Contractor should also include complimentary breakfast for the individual guests. Lunches at the hotel during the ATM shall be included and detailed in the cost proposal. Lunches will be provided for all ATM participants, as well as a specified number of invited guests (including panellists, host-country company representatives, and others as outlined specifically by USDA). Proposal budgets should be built with estimates of 100 people per lunch. Morning and afternoon coffee stations should also be included in the proposal.

C.5.3 Reception.

The Contractor will plan for two receptions, in Bogota that include beverages and heavy appetizers for all ATM participants and others as invited by USDA. The guest list will be provided to the Contractor and will include all trade mission participants and other key stakeholders, who will then plan the function (seeking approval from USDA before committing to any sub-contracts). This includes circulating invitations, procuring the venue, and coordinating all other logistical details (music, transportation as necessary, etc.) for the event. The Contractor should budget for an estimated 120 guests.

C.5.4 Ground Transportation.

The Contractor maintains responsibility for all ground transportation movements related to the ATM. This includes:

- Round-trip transportation for all ATM participants (Business Delegation and Government Delegation) between the airport and hotel upon arrival and departure. The contractor will obtain each participant's flight itinerary (provided by USDA) and plan accordingly; the transportation plan should be included in the bidder's methodology. This includes:
    - Individual or small group airport pick-up upon arrival in Bogota;
    - Group pick-up upon arrival in Bogota.
    - Transportation from the hotel to the airport at the conclusion of the event. Please plan individual transportation for approximately 90 people, though that number may fluctuate, and some people will likely arrive on the same flights (which would enable the option for small group transportation via vans).
- Appropriate group transportation to all off-site activities related to the ATM. These include any site visits, meetings, or receptions that occur outside of the hotel. USDA will provide the contractor with a schedule of events and the participant list for each activity, and the contractor will secure appropriate transportation for those participants. This will likely amount to two days of group transportation, and possibly group transportation for the receptions as well, depending upon their locations. Please prepare a budget for group ground transportation needed to support 100 people, though this number may fluctuate slightly. If the Head of Delegation (i.e., the USDA official leading the overall mission) requires individual treatment, that will be coordinated directly by USDA. This also includes proper security protocols to include armed escort for each bus.

C.5.5 Interpretation.

The Contractor will hire consecutive interpreters for the business-to-business meetings in Bogota, Colombia (if necessary).

C.5.6 Translation.

The Contractor will translate the U.S. Company Profile, name tags, business cards for each U.S. participant, and marketing materials from English into Spanish and provide copies for all participants, host-country and U.S. alike (if necessary).

C.6 OTHER TASKS:

C.6.1 Follow Up and Evaluation.

After the ATM the Contractor will submit a Mission Report with information about meetings, agreements and conclusions not later than August 15, 2019. Associated activities identified by USDA/Washington and FAS/Bogota after the conclusion of the ATM will be considered if funding is available.

C.7 DELIVERY:

The Contractor shall include, as part of its methodology for overall delivery of the work described in this scope of work, a detailed schedule for accomplishing the individual tasks described. The contractor shall seek and receive approval from USDA before finalizing any written materials, contract matters, or other decisions that impact the scope or delivery of the ATM.

C.8 PLACE OF PERFORMANCE/DRAFT ITINERARY:

The ATM associated with this contract will be performed in Bogota, Colombia. The formal agenda begins May 20, with delegates arriving in the city over the course of the preceding weekend.

- Monday, May 20, 2019 will be marked by a morning-long U.S. Embassy Briefing and afternoon business meetings, with a reception that evening.
- Tuesday, May 21 through Thursday, May 23, 2019 will consist primarily of business-to-business meetings and site visits.

A preliminary schedule that remains subject to change but provides general guidance on the sequence of events follows:

Draft Itinerary

Bogota, Colombia

Sunday, May 19	Participants Arrive in Bogota and transported to the hotel.
Monday, May 20	Briefing from U.S. Embassy on Doing Business in Colombia Public/Private Sector Meetings One-on-One Business Meeting Welcome Reception
Tuesday, May 21	One-on-One Business Meetings Public/Private Sector Meetings Relevant Site Visits Cultural Event
Wednesday, May 22	One-on-One Business Meetings Relevant Site Visits (TBD)
Thursday, May 23	Relevant Site Visits (TBD) Depart for United States

SECTION D – PACKAGING AND MARKING

D. 1 AGAR 452.247-71 Marking Deliverables. (FEB 1988)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

(b) Ship to/Mark for:

Darrell Upshaw
Program Manager
Office of Trade Programs
Trade Services Staff
U.S. Department of Agriculture
Foreign Agricultural Service
1400 Independence Avenue SW
Mailstop 1032
Washington, DC 20250

Telephone: 202-690-1786
FAX: 202-690-3982
E-mail: Darrell.Upshaw@fas.usda.gov

(End of Clause)

D. 2 AGAR 452.247-72 Packing for Domestic Shipment. (FEB 1988)

Material shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. (End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE

AGAR 452.246-70 Inspection and Acceptance. (FEB 1988)

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

(b) Inspection and Acceptance will be performed by:

Darrell Upshaw
Program Manager
Office of Trade Programs
Trade Services Staff
U.S. Department of Agriculture
Foreign Agricultural Service
1400 Independence Avenue SW
Mailstop 1032
Washington, DC 20250

Telephone: 202-690-1786
FAX: 202-690-3982
E-mail: Darrell.Upshaw@fas.usda.gov

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 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://www.arnet.gov/far/** or, **www.usda.gov/procurement/policy/agar.html**, or **http://farsite.hill.af.mil/**

(End of clause)

F.2 FAR 52.242-17 Government Delay of Work. (APR 1984)

F.3 AGAR 452.211-74 Period of Performance. (FEB 1988)

Period of Performance

The anticipated period of performance for this contract/order is from date of award through December 31, 2019.

The selected contractor will begin to provide services in preparation for the ATM immediately upon award of the contract/order. A **kick-off meeting shall be scheduled within one week of contract award, but in no case less than 90 days prior to the scheduled ATM dates.** The formal agenda runs May 20-23, 2019. The Mission Report must be completed in final and submitted to the COR by August 15, 2019.

The agenda may be subject to change, but final dates for the agenda will be confirmed and communicated to the contractor not less than 45 days prior to the ATM.

The schedule for delivery of products and services outlined above will be adhered to unless approved by USDA.

(End of Clause)

F.4 Place/s of Performance

The ATM will be performed in Bogota, Colombia.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract, and notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any changes to the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustments will be made in the contract prices to cover any increases in charges incurred as a result thereof.

The Contractor shall submit any request for modification for this contract, in writing to the Contracting Officer.

G.2 CONTRACT ADMINISTRATION

The Contracting Officer responsible for administering this contract is:

Matthew Harvey: Contracting Officer
Telephone: (515) 323-2291
E-mail: Matthew.Harvey@wdc.usda.gov

When using regular mail, use the following address:

USDA/FPAC-BC
Farm Production and Conservation Business Center
1400 Independence Avenue, S.W.
Washington, D.C. 20250

The point of contact (POC) for routine contract support, and in the absence of the Contracting Officer is:

Tamika Starr: Contract Specialist
Telephone: (202) 772-9070
E-mail: Tamika.Starr@wdc.usda.gov

G.3 CORRESPONDENCE

To promote timely and effective administration, correspondence shall be subject to the following procedures:

a. Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the Contracting Officer's Representative (COR) with an information copy to the Contracting Officer (CO) and the Contract Specialist (CS).

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative appointed for this contract, and the address and contact information for the same is:

Darrell Upshaw
Program Manager
Office of Trade Programs
Trade Services Staff
U.S. Department of Agriculture
Foreign Agricultural Service
1400 Independence Avenue SW
Mailstop 1032
Washington, DC 20250

Telephone: 202-690-1786
FAX: 202-690-3982
E-mail: Darrell.Upshaw@fas.usda.gov

CAUTION: Offerors shall not make any type of contact (oral or written) with COR's concerning this RFP prior to contract award; any contact may be grounds for a determination for offeror(s) inability to respond to the RFP.

The COR shall be primarily responsible for, but not necessarily limited to, the following:

1. Monitor the Contractor's performance under the contract
2. Be the single coordinating point of contact with the Contractor, other than the Contracting Officer.
3. Provide clarification, interpretation, and inquiry assistance to the Contractor on technical matters.
4. Monitor the quality of the Contractor's performance and deliverables.
5. Review, and approve or disapprove, invoices submitted by the Contractor.
6. Furnish the Contracting Office with copies of all pertinent reports and correspondence as appropriate.

The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the contractor deems may affect contract price, or conditions must be referred to the Contracting Officer for review, action and or approval/disapproval.

G. 5 AGAR 452.219-70 - Size Standard and NAICS Code Information (SEP 2001)

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

NAICS Code: **541613** Marketing Consulting Services
Size Standard: **$15.0**

G.6 INVOICES

The Contractor shall submit invoices for each delivery to the COR for review and payment in accordance with the delivery schedule. The Contractor shall provide an original and one copy of all invoices. Invoices shall be mailed to the Contracting Officer and the COR at the addresses provided in the Contract. The COR is responsible for review and approval/disapproval of invoices. If disapproved, the COR shall notify the Contracting Officer and the Contractor.

In addition to the information required by the Prompt Payment Act, the following information must also be included on the invoice:

As a minimum, invoices shall include:

1. USDA/FPAC-BC /CCC Order Number
2. Contractor, Address, Point of Contact, and Telephone Number
3. Period of Performance associated with the Invoice
4. Invoice Number and date of invoice
5. A description of the deliverables per the deliverables and pricing schedules for each Contract Line Item Number (CLIN) being invoiced.
6. Travel and subsistence in accordance with the GSA's Federal Travel Regulation (FTR) and Section C.5.2 of the Statement of Work.
7. Any other information deemed necessary and appropriate to justify payment.
8. Failure to provide the above information (or adequately justify payment request) is grounds for disapproval of invoice.

G.7 CONTRACT CLOSEOUT PROCEDURES

It is the Government's intent to perform close-out procedures on the current contract. The Contractor agrees to perform those internal functions necessary to support this process in a timely manner. Contract close-out will occur as soon as possible after contract performance.

SECTION H - SPECIAL REQUIREMENTS

H.1 PERFORMANCE OF TRAVEL

All travel by Contractor personnel on official company business required by this contract shall be performed and reimbursed, in accordance with FAR 31.205-46, Travel Costs only when approved in advance by the Contracting Officer/COR and funded under the Delivery/Task order.

To be eligible for award under this solicitation, the Offeror must propose for use facilities that are compliant with the requirements of the Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391)(15 U.S.C. 2201 et.seq.) and is listed on the U.S. Fire Administration Hotel and Motel National Master List found at http://www.usfa.fema.gov/hotel/search.cfm. In addition, the Offeror's facility must be compliant with the requirements of the Americans with Disabilities Act (Public Law 101-336) (U.S.C. 12101 et.seq).

The Government will NOT pay for items other than the items listed in the award resulting from this solicitation. Incidental room charges such as food, drinks, alcohol, mini-bar, pay-per-view movies & games, room service, long distance and local phone calls, tips, and laundry service must be paid for directly by the room occupant prior to checkout.

H.2 NON-DISCLOSURE

Preliminary and final deliverables and all associated working papers and other materials that have been generated by the Contractor in the performance of this task order are the property of USDA/the U.S. Government and must be submitted to the COR at the conclusion of the tasks.

All documents produced for this project are the property of USDA/the U.S. Government and cannot be reproduced or retained by the Contractor. All project documentation will be given to the COTR during and at the end of this contract. The Contractor will release no information. Any request for information relating to this work statement presented to the Contractor must be submitted in writing to the COTR for a written response.

All Contractor employees performing services under this Contract/Order shall sign a Non-Disclosure Statement and Certification. (See Section J, Attachment 1 – Non-Disclosure Acknowledgement.)

H.2.1 AGAR 452.237-75 - RESTRICTIONS AGAINST DISCLOSURE (FEB 1988)

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

(b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of Clause)

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given 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://www.arnet.gov/far/** or, **www.usda.gov/procurement/policy/agar.html**, or **http://farsite.hill.af.mil/**

FAR 52.203-5 -- Covenant Against Contingent Fees (May 2014)
FAR 52.203-7 -- Anti-Kickback Procedures (May 2014)
FAR 52.204-6 -- Data Universal Numbering System (DUNS) Number (July 2013)
FAR 52.212-4 - Contract Terms and Conditions -- Commercial Items (May 2014)
FAR 52.216-24 – Limitation of Government Liability (Apr 1984)
FAR 52.216-25 – Contract Definitization (Oct 2010)
FAR 52.223-2 -- Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sept 2013)
FAR 52.225-25 – Prohibition on Contracting with Entities Engaging in Sanctions Activities Relating to Iran Representation and Certification (Dec 2012)
FAR 52.244-6 – Subcontracts for Commercial Items (July 2014)

I.2 Clauses in Full Text

FAR 52.204-1 - Approval of Contract (Dec 1989)

This contract is subject to the written approval of **Matthew Harvey, Contracting Officer** and shall not be binding until so approved.

FAR 52.209-7 – Information Regarding Responsibility Matters (July 2013)

(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 (FAPIIS) 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 FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

(End of provision)

FAR 52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (July 2014)

(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) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[*Contracting Officer check as appropriate*.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

X (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

__ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

__ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (13) [Reserved]

__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

- __ (ii) Alternate I (Nov 2011).
- __ (iii) Alternate II (Nov 2011).

__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

- __ (ii) Alternate I (Oct 1995) of 52.219-7.
- __ (iii) Alternate II (Mar 2004) of 52.219-7.

__ (16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).

__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

- __ (ii) Alternate I (Oct 2001) of 52.219-9.
- __ (iii) Alternate II (Oct 2001) of 52.219-9.
- __ (iv) Alternate III (Jul 2010) of 52.219-9.

__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

__ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

- __ (ii) Alternate I (June 2003) of 52.219-23.

__ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

__ (25) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

__ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

__ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

X (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

X (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (32) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

X (33) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

X (34) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

X (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (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.)

X (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)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O. 13423 and 13514).

- __ (ii) Alternate I (Jun 2014) of 52.223-13.

__ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).

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

X (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

X (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O. 13423 and 13514).

- __ (ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

X (43) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

X (44)(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.

__ (45) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

X (46) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

__ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

X (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (54) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

[*Contracting Officer check as appropriate.*]

X (1) 52.222-41, Service Contract Labor Standards (May 2014) (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).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

X (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

X (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (iii) 52.222-17, Non-displacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)
- (viii) 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.
- (ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

- (xi) 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).
- (xii) 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).
- (xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).
- (xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xv) 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.
- (xvi) 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)

FAR 52.214-34 Submission of Offers in the English Language (Apr 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

FAR 52.214-35 Submission of Offers in U.S. Currency (Apr 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

FAR 52.217-8 - Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **1 day**.
(End of Clause)

FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (Feb 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

AGAR 452.209 – 71 ASSURANCES REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

(a) This award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –
(1) does not have a tax delinquency, meaning that it is not subject to 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) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these Attachment 1 AGAR Advisory 104 Attachment 1, AGAR Advisory 104 Page 4 of 4 convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, The Farm Service Agency may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739. (End of Clause)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J – LIST OF ATTACHMENTS

ATTACHMENT 1, NON-DISCLOSURE ACKNOWLEDGEMENT

ATTACHMENT 1

NON-DISCLOSURE ACKNOWLEDGEMENT

I hereby agree that I shall keep confidential and not publish, use or disclose to any other individual or entity, either directly or indirectly, any Confidential Information of the United States Department of Agriculture (USDA), except that I may make use of such information to the extent necessary and authorized to fulfill any requirements of contract _____ with ___VENDOR NAME_____ and USDA, and further, that any individual to whom I disclose such Confidential Information shall have first agreed to the same limitations of this agreement. For the purposes of this document: "USDA" includes the Farm Service Agency, Commodity Credit Corporation, and any other agency within the USDA; and, "Confidential Information" means any information acquired by me as a result of my employment with the Company in connection with contract _____ the USDA, its business, operations, customers and/or clients, except for information which has been made public by the USDA. My obligation to not disclose any Confidential Information shall continue during and in perpetuity after my working relationship with the Company.

I acknowledge and agree further that all client lists, supplier lists, computer hardware and software, including software developed for USDA, source and object code, procedures of the USDA and all other confidential information that I obtain from or while I am employed by or associated with the Company are the property of the USDA. I agree that at the termination of my working relationship with the Company, or the completion of the USDA engagement, or otherwise at the request of the USDA, I shall immediately return all such property and information to the Company and/or USDA, as appropriate, including all copies thereof.

I acknowledge that I will adhere to all USDA security policies and rules in handling USDA information and systems. I understand that violation of this agreement may result in civil and criminal penalties under the Privacy Act.

I acknowledge that these provisions are consistent with, and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to the Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

I acknowledge that these restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act

(governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including section 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

Employee Signature

Print Name

Date

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1.0 FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (May 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via http://www.acquisition.gov. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

"Forced or indentured child labor" means all work or service—

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

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

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"—

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

"Women-owned small business concern" means a small business concern—

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and

Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[*Offeror to identify the applicable paragraphs at (c) through (o) 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 o is, o 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 o is, o 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 o is, o 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, for general statistical purposes, that it o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o 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) [*Complete only if the solicitation contains the clause at FAR* 52.219-23*, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR* 52.219-25*, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status*.]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* _____.]

(11) *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 o is, o 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 o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(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 o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o 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 o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (*31 U.S.C. 1352*).* (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have

been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Indonesian 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 Indonesian 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 Indonesian 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 Colombian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Colombian 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 Colombian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Colombian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Guatemalan 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 Guatemalan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

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

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

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

Other End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

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

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

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o 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) o Are, o 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) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 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) o 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) o Outside the United States.

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

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

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
- o 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;
- o Offeror is an agency or instrumentality of a foreign government;

- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

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

(5) *Common parent*.

- o Offeror is not owned or controlled by a common parent;
- o 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) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation*. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It 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 $3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are

blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

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

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

Alternate I (May 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

____ Black American.

____ Hispanic American.

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

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

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

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

Alternate II (Jan 2012). As prescribed in 12.301(b)(2), add the following paragraph (c)(10)(iii) to the basic provision:

(iii) *Address*. The offeror represents that its address o is, o is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business

procurement mechanisms and regions is posted at http://www.acquisition.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

K.2.0 Additional Clauses

If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete and or have read and will comply with the following provisions.

K.2.1 FAR 52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs(a)(1) through (a)(3) of this provision; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2.2 FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)

(a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition*. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification*. The offeror, by signing its offer, hereby 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 its behalf in connection with the awarding of this contract.

(d) *Disclosure*. 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.

(e) *Penalty*. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352.Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or

amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

(End of provision)

K.2.3 FAR 52.219-1 Small Business Program Representations (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541613.

(2) The small business size standard is $15.0M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents, for general statistical purposes, that it o is, o is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents as part of its offer that it o is, o is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.*] The offeror represents as part of its offer that—

(i) It o is, o 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 o is, o not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(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.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.*] The offeror represents as part of its offer that—

(i) It o is, o is not an EDWOSB 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 o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(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.

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

(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision*.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(8) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents, as part of its offer, that—

(i) It o is, o 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 o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(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.

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

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

"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 the size standard in paragraph (a) of this provision.

"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 concern" means a small business concern—

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

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

*Alternate I (*May 2014*).* As prescribed in 19.309(a)(2), add the following paragraph (b)(9) to the basic provision:

(9) [*Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.*] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

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

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

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

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

K.2.4 FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that –

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

(b) It * has, * has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K.2.5 FAR 52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that –

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

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

K.2.6 FAR 52.223-1 - Biobased Product Certification (May 2012)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

K.2.7 AGAR452.209 --70 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION (DEVIATION 2012-01) (FEB 2012)

(a) Awards made under this solicitation are subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. No. 112-55), Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

(1) The Offeror is [ ], is not [ ] (check one) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.) If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has [ ], has not [ ] (check one) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) The Offeror has [ ], has not [ ] (check one) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal or State law in the 24 months preceding the date of offer.

(3) The Offeror does [ ], does not [ ] (check one) have 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.

(End of provision)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1.0 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given 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://www.arnet.gov/far/** or, **www.usda.gov/procurement/policy/agar.html**, or **http://farsite.hill.af.mil/**

L.1.1 FAR 52.216-1 -- Type of Contract (Apr 1984)

The Government contemplates the award of a delivery order against the successful offeror's GSA Schedule 541 Advertising and Integrated Marketing Solutions contract for the supplies or services specified, and will be awarded as a Mixed LH/FFP order.

This request for proposal (RFP) is being issued in accordance with FAR Part 12 Acquisition of Commercial Items, FAR Part 15 Contracting by Negotiation for Services and Supplies.

L.2.0 General Instructions to Offerors

L.2.1 RFP Questions and Answers

Given the abbreviated timeframe for this procurement, no questions will be accepted.

L.2.2 Due Date for Submission and Receipt of Responses to this RFP

Responses to this RFP shall be submitted to the Contracting Officer and Contractor Support Staff per the instructions below to be received on or before 5:00 p.m. EDT, TBD.

L.2.3 FAR 52.212-1 -- Instructions to Offerors -- Commercial Items (Apr 2014)

(a) *North American Industry Classification System (NAICS) code and small business size standard*. The NAICS code and small business size standard for this acquisition is 541613 with a small business size standard of $15.0.

(b) *Submission of offers*. Submit signed and dated offers to Contractor Support Staff at the following:

When using regular mail, use the following address:
USDA/FPAC-BC
Farm Production and Conservation Business Center
1400 Independence Avenue, S.W.
Washington, D.C. 20250

When using express mail or hand delivering to the Contracting Officer/Contract Specialist, use the following address:

USDA/FPAC-BC
Farm Production and Conservation Business Center
1400 Independence Avenue, S.W.
Washington, D.C. 20250

The points of contact for proposal submissions are:

Matthew Harvey: Contracting Officer
Telephone: (515) 323-2291
E-mail: Matthew.Harvey@wdc.usda.gov

Tamika Starr: Contract Specialist
Telephone: (202) 772-9070
E-mail: Tamika.Starr@wdc.usda.gov

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.

(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 or 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—

GSA Federal Supply Service Specifications Section
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) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding $3,000, and offers of $3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://fedgov.dnb.com/webform. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.

(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)

L.3 AGAR 452.204-70 Inquiries (FEB 1988)

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

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 FAR 52.212-2 Evaluation - Commercial Items (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be the best value to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Within the best value continuum, the Government will employ a tradeoff analysis of cost or price and non-cost factors (FAR 15.101-1) in evaluating the proposals submitted.

The Offeror's proposal must include the following information:

TECHNICAL:

The Offeror's proposal must address all aspects of the statement of work, and must provide sufficient information to show that the offeror:

- Has a clear understanding of the requirement;
- Has the technical ability to comply with all aspects of the Statement of Work;
- Has the technical ability, resources and capacity to meet all deadlines and requirements, and provide quality services that meet all terms and conditions of the attached statement of work;
- Has experience working with similar international requirements;
- Has the ability to consistently provide qualified personnel for the requirement.

Past Performance:

Provide narratives of up to two past projects of a similar scope to the Statement of Work. Include a description of the timeliness and quality of services provided and a brief description of how the project(s) relate to this project and how the success of prior projects was determined. This volume shall contain all relevant information regarding past projects, including contract number, value, description, and technical/contracting points of contact's (POC's) names, telephone numbers, agency and e-mail addresses.

In addition to the past performance references provided, the Government may use data obtained from other sources, such as Federal Past Performance Information (PPI) systems, known existing contracts with other agencies, and other information made available to the Contracting Officer.

PRICE:

- The Offeror shall provide a price proposal for period of performance that addresses all aspects of Section B – Supplies or Services and Prices.

Evaluation Criteria:

Award will be made to the Offeror determined to be the Best Value to the Government. Evaluation may be made with or without discussions with the Offeror(s). All responsible sources that can meet the requirements and provide items as listed in this solicitation may respond to the solicitation by submitting price and technical proposals, and descriptive literature.

Offerors' proposals will be reviewed with consideration given to the following elements:

1. Demonstrated experience in planning missions of similar size and/or scope;
2. Demonstrated experience in business matchmaking and/or meeting recruitment similar to the stated needs of the ATM;
3. Demonstrated international implementation experience, particularly in Colombia. The methodology offered for successful implementation of the ATM.

The evaluation will be based on a complete assessment of the Offeror's proposal. The Government may select for award the offeror whose price is not necessarily the lowest, but whose technical proposal is more advantageous to the Government and warrants the additional price. Price, while being an important factor, is not in and of itself the determining factor in the selection of the successful Offeror for award of the contract contemplated by this solicitation. Price is not scored/weighted; rather, each Offeror's Price will be evaluated for realism, reasonableness, and completeness of the proposed contract price.

Instructions for responses:

All responses and information must be in written format (MS Word or Adobe Acrobat, font size must be no smaller than 10 point font) and transmitted electronically to both the Contracting Officer and the Contractor Support Staff listed in this RFP. Please limit your response to the allowable e-mail attachment size which is 10 MB. Submission of proprietary information is not desired. E-mail subject title to be used for responses is "Colombia ATM 2019".

BASIS FOR CONTRACT AWARD

Unless all offers are rejected, award will be made to the responsible offeror whose offer, conforming to the solicitation, is determined to be the best overall value, price and other factors considered. The evaluation will be based on a complete assessment of the Offeror's proposal. The Government may select for award the offeror whose price is not necessarily the lowest, but whose technical proposal is more advantageous to the Government and warrants the additional price.

Offerors must satisfy the requirements described in the solicitation. Offers that take exception to any condition of the solicitation will be deemed unacceptable.

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.

M.2 The Government reserves the right to make an award without discussions.