

**United States Department of Agriculture (USDA)
Kansas City Commodity Office (KCCO)**

**Solicitation Number: KCCO-IPD -07-RFP-001
Marine Cargo Discharge-Delivery Surveys**

Issue Date: August 13, 2007

Table of Contents

Section A	Solicitation/contract form	3
Section B	Supplies or services and prices/costs	5
B.1.	General Description of Services	5
B.2.	Schedule of Services	5
B.2.1.	Locations	5
B.2.2	Volume	5
B.2.3	Types of Shipments	6
B.2.4	Task Orders	6
Section C	Description/specifications/statement of work	6
C.1.	Performance Work Statement	6
C.1.1	Background	6
C.1.2	Scope Of Work	7
C.1.3	Applicable Documents	7
C.1.4	Required Services	8
C.1.5	Deliverables	9
Section D	Packaging and marking	9
Section E	Inspection and acceptance	9
E.1.	Quality Assurance Plan	9
Section F	Deliveries or performance	10
F.1.	Performance Standards:	10
Section G	Contract administration data	15
G.1	Contract modifications	15
G.2	Inquiries	16
Section H	Special contract requirements	16
Section I	Contract Clauses and Addenda	16
I.1	FAR Clauses and Addenda	16
I.2	AGAR Contract Clauses	25
Section J	List of attachments	26
J.1	KC-337, “Rate Schedule”	26
J.2	KC-334, “Discharge/Delivery Survey Summary”	26
J.3	Past Performance Cover Letter and Questionnaire	26
Section K	Representations, certifications, and other statements of offerors or respondents	31
Section L	Instructions, conditions, and notices to offerors or respondents	31
L.1.	Issued By	31
L.2.	Method of Solicitation	31
L.3.	Offer Due Date/Local Time	31
L.4.	For Solicitation Information	31
L.5.	Submission of Offers	31
L.6.	Submit Invoices to	32
L.7.	FAR Solicitation Provisions	32
L.8.	AGAR Solicitation Provisions	38
Section M	Evaluation factors for Award	40

Section A Solicitation/contract form
Form SF-1449, "Solicitation/Contract/Order for Commercial Items"

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE	
			KCCO-IPD -07-RFP-001	08-13-2007	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
		Tony Holland, Contracting Officer		(816) 926-6577	9/5/2007 9a.m.
9. ISSUED BY		CODE	10. THIS ACQUISITION IS		
International Procurement Division USDA-Farm Service Agency Beacon Facility, Mail Stop 8738 P.O. Box 419205 Kansas City, MO 64141-6205			<input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING
<input type="checkbox"/> SEE SCHEDULE					14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
15. DELIVER TO		CODE	16. ADMINISTERED BY		
International Procurement Division USDA-Farm Service Agency Beacon Facility, Mail Stop 8738			International Procurement Division USDA-Farm Service Agency Beacon Facility, Mail Stop 8738		
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY		CODE
Tony Holland (816) 926-6577 tony.holland@kcc.usda.gov			International Procurement Division USDA-Farm Service Agency Beacon Facility, Mail Stop 8738 P.O. Box 419205 Kansas City, MO 64141-6205		
TELEPHONE NO.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	see attached				
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)			31b. NAME OF CONTRACTING OFFICER (Type or print)		
30c. DATE SIGNED		31c. DATE SIGNED			

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

Section B Supplies or services and prices/costs

B.1. General Description of Services

The Kansas City Commodity Office procures staple foods for use in export food aid programs administered by U.S. Agency for International Development and Foreign Agricultural Service. The purpose of the Marine Cargo Discharge-Delivery Survey service is to ensure that all subject food aid cargoes are surveyed at discharge locations and, if applicable, customs and final delivery locations. The evidence gathered by surveyors and the survey reports issued as a result of the surveys performed are to be used by the Government to pursue shortage and damage claims against ocean carriers. The Performance Work Statement (PWS) under Section C provides the Government’s requirements.

The Government intends to award a performance based fixed price requirements contract(s) marine cargo discharge-delivery surveys.

B.2. Schedule of Services

B.2.1. Locations

Provided in the table below are those countries for which the Government intends to award indefinite delivery/indefinite quantity requirements contracts. Separate indefinite delivery/indefinite quantity requirements contracts shall be awarded for each country.

Offerors may submit proposals for more than one country; however, each country offer shall be submitted as a separate proposal, i.e., technical and price proposal specific for each country offer. A contractor may be awarded more than one contract.

Afghanistan	Ethiopia	DR Congo	Kenya	Burundi
Tanzania	Niger	Djibouti	Zimbabwe	Somalia

B.2.2 Volume

The Contractor shall be responsible for filling all the survey requirements needed by the Government for cargoes delivered to the country covered by the particular contract during the contract period, with performance scheduled by issuance of task orders to the Contractor.

The following table provides the approximate country tonnages by type of shipment from Fiscal Year (FY) 2004 to year-to-date FY07. (There is no record of cargo shipped for Somalia during this period.) This historical data is provided **for informational purposes only** and is not a guarantee of similar tonnages in the future. The Djibouti contract will cover the USAID prepositioning program, with an expected volume of approximately 3,000 metric tons monthly; however, due to diversions quantities will vary.

Country	Type	FY04	FY05	FY06	FY07
Afghanistan	Bulk		8,000		
	Breakbulk				
	Container	4,196		4,419	
DR Congo	Bulk				
	Breakbulk				553
	Container	201			
Djibouti	Bulk				
	Breakbulk				
	Container				329
Burundi	Bulk				
	Breakbulk				553
	Container				
Ethiopia	Bulk	37,460	72,190	52,444	111,890
	Breakbulk	20,752	14,441	7,059	5,344
	Container	5739	6,604	3,458	3,809
Kenya	Bulk				
	Breakbulk				824
	Container	160			2,193
Niger	Bulk				
	Breakbulk	11,166	8,253	6,023	12,000
	Container		3,585	5,487	4,995
Tanzania	Bulk				
	Breakbulk				560
	Container				483
Zimbabwe	Bulk				
	Breakbulk		999		
	Container		308		551

B.2.3 Types of Shipments

Food aid cargoes may be shipped in bulk form on bulk vessels or in packaged form (20 pound to 50 kilogram paper or polypropylene bags, cardboard cartons containing various consumer pack quantities, liquid 6/4 liter to 20 liter pails and 208 liter drums). These packaged cargoes may be shipped by bulk vessel, tanker, breakbulk vessel, lash barges, or in container vans.

B.2.4 Task Orders

The Government intends to issue task orders electronically pursuant to Section C; however, it reserves the right to issue task orders orally, or by facsimile, if necessary. Task orders will include information detailing the cargo to be surveyed, the identifying information for the cargo, the vessel on which it is shipped, the destination(s), and contact information.

Section C Description/specifications/statement of work

C.1. Performance Work Statement

C.1.1 Background

KCCO procures on behalf of its customer agencies, USDA-Foreign Agriculture Service and U.S. Agency for International Development, staple foods for use in foreign food aid distribution programs. The food is purchased in bulk and packaged form and transported overseas by ocean carriers to discharge port or foreign inland destination for delivery to NGOs or foreign governments. The Government's desire is that all food aid it has procured arrives at final destination without loss or damage.

However, given the inherent nature of transporting bulk and packaged food long distances by sea and overland in foreign locales, there is a potential for loss or damage. To address this risk, the Government is seeking to hire marine cargo survey companies to attend at discharge, delivery, and other locations where containerized cargoes may be accessed in order to witness and examine cargoes, document the count and condition of these food aid shipments and activities related to disposition, and provide a written report. The survey reports issued by the Contractors will be used by the Government to fix responsibility for loss and damage to the food aid and pursue claims against ocean carriers.

C.1.2 Scope Of Work

Contracts will be awarded on a country basis. The Contractor shall be the Government's surveyor for that country. If a food aid shipment is diverted from one location in the recipient country to another location in that country, the surveyor will still be responsible for surveying the cargo at the contracted rate.

Bulk cargoes will be shipped in bulk and tanker vessels; packaged cargoes may be shipped in bulk or breakbulk vessels, lash barges, or in containers. Cargoes will be shipped port-to-port or on through bills of lading where the cargoes are transported to inland delivery locations. For port-to-port shipments, the surveyor is required to attend at the discharge port. For shipments moving on through bills of lading (including containerized shipments), the surveyor is required to attend at the following locations:

1. Discharge port (where the transportation changes from an ocean mode of transportation to a land-based mode of transportation) including any customs stations located at port. This may be in a different country than the country for which the surveyor has a contract.
2. Delivery location.
3. For containerized shipments, at customs locations outside of port where containers are opened.

In general, we are seeking experienced survey firms, appropriately licensed and having the requisite knowledge, experience, and staffing to perform the work.

C.1.3 Applicable Documents

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

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

- U.S. laws will govern in determining the conditions of this contract.

C.1.4 Required Services

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

1. A single point of contact, including phone number and e-mail, for all matters under the contract(s).

For each cargo shipment:

2. A cargo survey by qualified, experienced surveyors at vessel discharge and, if any, the port customs station.
3. If cargo moves to inland location, a cargo survey by qualified, experienced surveyors at the final delivery location. On through bills of lading, survey will include loading on conveyance at discharge location for delivery.
4. For any containerized cargoes, a survey at customs locations between discharge port and final destination where containers are opened.
5. Documentation and evidence of:
 - a. the quantity of cargo discharged/delivered
 - b. the condition of cargo discharged/delivered, including a complete description of the type and severity of the damage, and give probable cause of damage.
 - c. if containerized, the number and condition of containers discharge/delivered.
6. In the event of major loss, the Contracting Officer or COTR is notified immediately.
7. Evidence that written notice of loss was presented to carrier/carrier's representative within three days of discharge/delivery.
8. Observe, and provide documentation and evidence for the disposition of any damaged (including reconstituted) cargo.
9. The names, titles, and organizational affiliations of those present at discharge/customs inspection/delivery/destruction.
10. In the event of damaged cargo, obtain samples and, subject to separate authorization by the Contracting Officer or COTR, provide timely analysis of suspected unfit cargo by an independent third party lab, if local health official is not available.
11. Certifications signed by third parties (vessel personnel, NGO representatives, customs representatives) establishing attendance by the Contractor at each location attended.
12. Submission of the preliminary form KC-334 (Section J, Attachment J.2) upon completion of discharge/delivery and submission of the final form KC-334 with the survey report.

C.1.5 Deliverables

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

Section D Packaging and marking

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Section E Inspection and acceptance

E.1. Quality Assurance Plan

The purpose of Quality Assurance Plan (QAP) is to provide quality assurance for the cargo survey services performed under contracts awarded through this solicitation. This plan provides a basis for the Contracting Officer or COTR to evaluate the quality of the Contractor's performance. The oversight provided for in the contract and in this plan shall ensure service levels reach and maintain the required levels throughout the contract term. This plan shall provide the Contracting Officer or COTR with a proactive way to avoid unacceptable or deficient performance, and provide verifiable input for the required annual past performance evaluations.

Section F Deliveries or performance

F.1. Performance Standards:

F.1.1 Frequency

100 percent inspection. The Contracting Officer or COTR shall monitor and evaluate each deliverable to ensure satisfactory compliance with the performance standards set forth in the QAP.

F.1.2. Standards

PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	DISINCENTIVES For Not Meeting the Performance Standard
1. Required Communication/Coordination			
1.A. A single point of contact for all matters under the contract.	100 percent compliance	As incorporated into the contract.	
1.B. The Contractor shall notify the Government of any key personnel changes. (Key personnel includes all surveyors and contact parties who will be involved with the surveys in the country.)	100 percent compliance within 24 hours of the personnel change, the Contractor shall provide in writing the name(s) and resume(s) of newly assigned key personnel.	Comparison of surveyor list to the signatories of the survey report.	Past performance evaluation
1.C. The Contractor shall acknowledge receipt of task orders within three working days of issuance.	95 percent compliance within three working days	Government quality assurance monitoring.	Past performance evaluation
1.D. The Contractor shall respond to all inquiries within seven working days.	100 percent compliance within 7 working days	Government quality assurance monitoring.	If not met and the survey is not conducted, the Government may terminate the contract.
1.E. The Contractor shall liaise with KCCO, the applicable vessel agent, and NGO in order to coordinate on-time attendance and the service to be provided.	100 percent compliance	Government quality assurance monitoring	If not met and the survey is not conducted, the Government may terminate the contract.
1.F. Timely replies to inquiries per task order.	- 100 percent compliance within three working days, acknowledge receipt of CCC inquiries, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government.	Government survey tracking database.	Invoice for survey fee will be deducted \$150.00 for first failure to comply. Each subsequent occurrence will result in the invoice survey fee being deducted \$150.00.

PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	DISINCENTIVES For Not Meeting the Performance Standard
	<ul style="list-style-type: none"> - 100 percent compliance must provide requested information/ documentation within seven working days of request, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government. 	Government survey tracking database.	<p>Invoice for survey fee will be deducted a minimum of \$150.00 or 10% of the contract value, whichever is greater, for first failure to comply.</p> <p>Each subsequent occurrence will result in the invoice survey fee being deducted an additional 20% of the contract value.</p>
2. Required Data Elements of the Written Survey Report			
<p>2.A. For <u>bulk</u> shipments, the following factors must be elements of a written report:</p> <ul style="list-style-type: none"> - the quantity of cargo discharged/delivered - the condition of cargo discharged/delivered, including a complete description of the type and severity of the damage, and give probable cause of damage. - check vessel holds before and after discharge - conduct draft surveys to establish quantity on free-out shipments, at lightering operations and at ports where scales not available - personally observe and describe in detail the discharge/delivery process - scale information including scale location, scale type, date of last calibration, and other factors affecting scale weight accuracy - for TBL shipments, attendance and reporting on loading of land conveyance - for liquid cargoes and tallow, condition of pumping equipment and shore tanks/tank trucks - provide the actual (or 	Report is sufficient to support the USDA claims recovery process.	USDA review of all Contractor's reports.	Failure to meet performance standards on more than 5 percent of task orders may result in termination of contract.

PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	DISINCENTIVES For Not Meeting the Performance Standard
<p>estimated, if actual not available) weight loss of any shortage, or damaged cargo and the type and severity of damage</p> <ul style="list-style-type: none"> - if cargo bagged by vessel interests, observe bagging operation and report the quantity bagged; document the total bag count and weight and the method of such determination; forward original stroke tallies with the survey report to document the quantity of cargo bagged and stacked. 			
<p>2.B. For <u>containerized</u> shipments, the following factors must be elements of a written report:</p> <ul style="list-style-type: none"> - the quantity of cargo discharged/delivered - the condition of cargo discharged/delivered, including a complete description of the type and severity of the damage, and give probable cause of damage. - check vessel holds before and after discharge - list container numbers and seal numbers at time of discharge/delivery - personally observe discharge/delivery and comment on container conditions and note container defects, if any - signed, legible, accurate original stroke tallies - attendance and reporting on accessing containers at customs locations 	<p>Report is sufficient to support the USDA claims recovery process.</p>	<p>USDA review of all Contractor's reports.</p>	<p>Failure to meet performance standards on more than 5 percent of task orders may result in termination of contract.</p>
<p>2.C. For <u>breakbulk</u> shipments, the following factors must be elements of a written report:</p> <ul style="list-style-type: none"> - the quantity of cargo 	<p>Report is sufficient to support the USDA claims recovery process.</p>	<p>USDA review of all Contractor's reports.</p>	<p>Failure to meet performance standards on more than 5 percent of task orders may result in termination of</p>

PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	DISINCENTIVES For Not Meeting the Performance Standard
<ul style="list-style-type: none"> - discharged/delivered - the condition of cargo discharged/delivered, including a complete description of the type and severity of the damage, and give probable cause of damage. - check vessel holds before and after discharge - check vessel holds before and after discharge - personally observe discharge/delivery - signed, legible, accurate original stroke tallies - for TBL shipments, attendance and reporting on loading of land conveyance. 			contract.
<p>2.D. For <u>bulk with bagging</u> shipments, the following factors must be elements of a written report:</p> <ul style="list-style-type: none"> - the quantity of cargo discharged/delivered - the condition of cargo discharged/delivered, including a complete description of the type and severity of the damage, and give probable cause of damage. - personally observe discharge/delivery - signed, legible, accurate original stroke tallies - for TBL shipments, attendance and reporting on loading of land conveyance. 	Report is sufficient to support the USDA claims recovery process.	USDA review of all Contractor's reports.	Failure to meet performance standards on more than 5 percent of task orders may result in termination of contract.
3. Loss Mitigation			
3.A. In the event of major loss, the Contracting Officer or COTR is notified immediately.	100 percent compliance	Government quality assurance monitoring.	Failure to meet the standard on more than 1 shipment may result in contract termination.
3.B. Evidence that written notice of loss was presented to carrier/carrier's representative	100 percent compliance when there are losses suffered, if no mitigating	USDA review of all Contractor's reports.	Failure to meet the standard on more than 2 shipments may result

PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	DISINCENTIVES For Not Meeting the Performance Standard
within three days of discharge/delivery.	circumstances. Determination of mitigation is at the discretion of the Government.		in contract termination.
<p>3.C. Observe, and provide documentation and evidence for the disposition of any damaged cargo.</p> <ul style="list-style-type: none"> - Document reconstitution efforts and results - Obtain health officer's certificate for cargoes suspected to be unfit - Provide disposal or destruction documentation - The names of those present at discharge/customs inspection/delivery/destruction, including names, titles, and organizational affiliations. 	<p>100 percent compliance for observation, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government.</p>	USDA review of all Contractor's reports.	Past performance evaluation
<p>3.D. In the event of damaged cargo, take samples and, subject to separate authorization by the Contracting Officer, provide timely analysis of suspected unfit cargo by an independent third party lab, if local health official is not available.</p>	<p>100 percent compliance when local health official is not immediately available, contractor must take representative samples at the time damage is discovered, or commodity is suspected to be unfit.</p> <p>Initiate analysis of samples within one week of authorization:</p> <ul style="list-style-type: none"> - 100 percent compliance when major damage (damage that in the estimation of the surveyor exceeds USD \$20,000) is present - 75 percent compliance when value of the loss is minor 	Government quality assurance monitoring.	Past performance evaluation
4. Certification of Attendance			
Certifications signed by third parties (vessel personnel, NGO representatives, customs representatives) establishing	100 percent compliance, if no mitigating circumstances. Determination of	USDA review of all Contractor's reports	Past performance evaluation

PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	MONITORING METHOD	DISINCENTIVES For Not Meeting the Performance Standard
attendance by the Contractor at each location attended.	mitigation is at the discretion of the Government.		
5. Document Submission			
5.A. The complete written report shall be submitted within 60 days of completion of discharge/delivery.	100 percent compliance, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government.	USDA review of all Contractor's reports Government quality assurance monitoring.	Invoice for survey fee will be deducted 10% for each additional 30 day period in which the report is received after the 60 th day. If report receipt is later than 180 days after completion of discharge delivery, a cure notice will be issued for potential termination for default.
5.B. Submission of the preliminary form KC-334 upon completion of discharge/delivery and submission of the final form KC-334 with the survey report.	For preliminary information, 100 percent compliance in cases where losses are noted. For final information, 100 percent compliance. KC-334 shall be submitted with the survey report.	USDA review of all Contractor's reports Government quality assurance monitoring.	Past performance evaluation

Section G Contract administration data

G.1 Contract modifications

In the event the Contractor effects any change at the direction of any person other than the CO, or successor CO, the change will not be considered and no adjustment will be made in the contract or delivery order price to cover any increase in charges incurred as result thereof. The CO is the only person authorized to issue, modify or terminate the contract or Task Orders issued under the contract.

Any additional services or a change to work specified herein which may be performed by the Contractor either of his own volition or at the request of the individuals other than a duly appointed CO, except as may be explicitly authorized in this contract, are not authorized and will not be paid for. Only duly appointed CO of USDA/FSA/KCCO is authorized to change the specifications, terms and conditions, or scheduled delivery dates after order cut off date in this contract or modify Task Orders issued under this contract.

G.2 Inquiries

All requests for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted in writing to include email to the following address:

United States Department of Agriculture
Farm Service Agency
Kansas City Commodity Office, IPD
Attn: Tony Holland
6501 Beacon Drive, Mail Stop 8738
Kansas City, Missouri 64133-4676

Fax Number: (816) 823-1640

Email Addresses:

Tony Holland, FSA/KCCO, IPD
(tony.holland@kcc.usda.gov)

Section H Special contract requirements

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Section I Contract Clauses and Addenda

I.1 FAR Clauses and Addenda

52.204-4 Printed or Copied Double-Sided on Recycled Paper. (Aug 2000)

52.212-4 Contract Terms and Conditions-Commercial Items. (October 2003)

Addenda

(b) *Assignment.*

USDA forms CCC-251 (Notice of Assignment) and CCC-252 (Instrument of Assignment) may be obtained at:

<http://www.fsa.usda.gov/FSA/webapp?area=home&subject=coop&to pic=pas> or the offeror may use its own forms provided the forms are

essentially consistent with CCC-251 and CCC-252 in content.

(e) *Definitions.*

- (1) "COTR" means Contracting Officer Technical Representative duly authorized by the Contracting Officer.
- (2) "Breakbulk Vessel" means loose, non-containerized cargo.
- (3) "LASH" means a maritime industry abbreviation for "Lighter Aboard Ship." A specially constructed vessel equipped with an overhead crane for lifting specially designed barges and stowing them into cellular slots in an athwart ship position.
- (4) "Major damage" means damage that in the estimation of the

surveyor exceeds USD \$20,000.

- (5) "NGO" means non-governmental organization which receives the food aid to be surveyed.
- (6) "TBL" means through bill of lading.
- (7) "Third party lab" means a laboratory meeting international ISO testing standards that is not affiliated/associated with either the ocean carrier or receiver involved in the shipment.

(t) Central Contractor Registration (CCR).

Foreign firms are exempted from the requirement to be registered in the CCR.

(u) *Submission of deliverables.*

All survey reports and related survey documentation shall be submitted concurrently with the associated invoice pursuant to Section A.6. Deliverables and invoice may be submitted electronically to the COTR.

(End of addenda)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (June 2007)

(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) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(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. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).[

___ (4) Reserved]

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6)(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.

___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (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.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

___ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (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.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

___ (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

___ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___ (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

___ (24)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (25) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

___ (26)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (27) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X(28) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (31) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (32) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X(33) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (34) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (35) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (36) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (37)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated

below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-18 Ordering. (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through contract expiration date.

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

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

(End of clause)

52.216-19 Order Limitations. (October 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than:

Bulk shipment:	1,000 metric tons
Breakbulk shipment:	75 metric tons
Container shipment:	1 container

the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor any order for a single item in excess of:

Bulk shipment:	65,000 metric tons
Breakbulk shipment:	40,000 metric tons
Container shipment:	400 Containers

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government’s requirements do not result in orders in the quantities described

as “estimated” or “maximum” in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days past the expiration date of the contract.

(End of clause)

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

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

(End of clause)

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

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

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

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

52.232-18 Availability of Funds (Apr 1984)

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

52.246-4 Inspection of Services—Fixed-Price. (Aug 1996)

52.247-5 Familiarization with Conditions (Apr 1984)

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.acqnet.gov/far>

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

(End of clause)

I.2 AGAR Contract Clauses

452.211-74 Period of Performance (Feb 1988)

The period of performance of this contract is from October 1, 2007 through September 30, 2008.

(End of Clause)

452.246-70 Inspection and Acceptance (Feb 1988)

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

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

(End of clause)

Section J List of attachments

J.1 KC-337, “Rate Schedule”

http://forms.sc.egov.usda.gov/efcommon/eFileServices/Forms/KC0337_061214V01.pdf

J.2 KC-334, “Discharge/Delivery Survey Summary”

<http://www.usa-federal-forms.com/usa-fedforms-usda-kc/usda-kc-334-nonfillable.pdf>

J.3 Past Performance Cover Letter and Questionnaire

(See Below)

Subject: REQUEST FOR PAST PERFORMANCE INFORMATION

Date:

To:

We have listed your firm as a reference for work we have performed for you as listed below. Our firm has submitted a proposal under a project advertised by the USDA, FSA. In accordance with Federal Acquisition Regulation (FAR), an evaluation of our firm's past performance will be completed by the USDA. Your candid response to the attached questionnaire will assist the evaluation team in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. Please complete the enclosed questionnaire as thoroughly as possible. Space is provided for comments. Understand that while the responses to this questionnaire may be released to the offeror, FAR 15.306(e)(4) prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained. Furthermore, a questionnaire has also been sent to _____ of your organization. Only one response from each office is required. If at all possible, we suggest that you individually answer this questionnaire and then coordinate your responses with that of _____, to forge a consensus on one overall response from your organization.

It is requested that you mail, email, or FAX your completed questionnaire to the following address by August 31, 2007:

USDA, FSA
Kansas City Commodity Office/DDOD
Tony Holland, Contracting Officer
6501 Beacon Drive, Stop 8738
Kansas City, MO 64133-4676
FAX : 816-823-1640

If you have questions regarding the attached questionnaire, or require assistance, please contact Mr. Tony Holland, (816) 926-6577. Thank you for your assistance.

PAST PERFORMANCE QUESTIONNAIRE

Survey Company being Reviewed: _____

Type(s) of Cargo Surveyed: _____

Country, Port or Delivery Location of Survey(s): _____

Date of Service(s): _____

Name of Individual Completing Questionnaire: _____

Title and Phone Number of Individual: _____

Company/Agency Name: _____

Please ensure the completed Past Performance Questionnaire is received by the Contracting Officer (via email, fax, or mail) prior to August 31, 2007.

This form is available in electronic format by contacting tony.holland@kcc.usda.gov

Mail submissions should be addressed to:

**United States Department of Agriculture
Farm Service Agency
Kansas City Commodity Office, IPD
Attn: Tony Holland
6501 Beacon Drive, Mail Stop 8738
Kansas City, Missouri 64133-4676**

Faxed copies of your completed Questionnaire can be sent to:

**Attn: Tony Holland
Fax Number: (816) 823-1640**

PAST PERFORMANCE QUESTIONNAIRE

1. Quality of Service:

a. Did the contractor conform to the terms of your agreement?

Yes No _____

b. Did the surveyor make you aware of problems during discharge/delivery?

Yes No _____

c. Did the contractor provide services above and beyond the scope of your agreement?

Yes No _____

d. How would you rate the overall quality of the contractor's work?

Poor Fair Good Excellent

2. Timeliness of Performance:

a. Was the surveyor present for the entire survey process?

Yes No _____

b. Did survey reports meet agreement timelines?

Yes No _____

c. Were timely responses received to questions/inquiries?

Yes No _____

d. How would you rate the overall timeliness of the contractor's work?

Poor Fair Good Excellent

3. Customer Satisfaction/Business Relations

a. Was the surveyor able to assist in mitigating losses?

Yes No _____

b. Was the contractor reasonable, cooperative, and committed to customer satisfaction?

Yes No _____

c. Was the surveyor’s overall communication effective?

Yes No _____

d. Would you hire this contractor again?

Yes No _____

4. Past Performance:

a. Was the survey company responsive to the requirements of the contract?

Yes No _____

b. Were the survey company’s personnel adequately trained to perform the requirements of your contract?

Yes No _____

c. Did the survey company maintain adequate staff to meet the job requirements?

Yes No _____

d. Did the survey company experience any key personnel “turn over” problems during your contract?

Yes No _____

Additional Remarks

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

See Section I, FAR Provision 52.212-3

Section L Instructions, conditions, and notices to offerors or respondents

L.1. Issued By

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

L.2. Method of Solicitation

Request for Proposals (RFP)

L.3. Offer Due Date/Local Time

September 5, 2007
9:00 a.m. CDT

L.4. For Solicitation Information

Tony Holland, Contracting Officer
Email: tony.holland@kcc.usda.gov

L.5. Submission of Offers

Offerors shall submit the proposal package pursuant to the provision 452.215-71, Instructions for the Preparation of Technical and Business Proposals located in Section L.

Contents of the proposal package should be as follows:

- Form SF-1449, "Solicitation/Contract/Order for Commercial Items" (Signed & Dated)
- KC-337, "Rate Schedule" for each country offer
- Technical Proposal with attachments for each country offer

In accordance with FAR 52.212-1, return the complete solicitation package via regular mail to:

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

or express mail to:

International Procurement Division

USDA-Farm Service Agency
Beacon Facility, Mail Stop 8738
9240 Troost Ave.
Kansas City, MO 64131-3055

L.6. Submit Invoices to

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

or express mail to:

International Procurement Division
USDA-Farm Service Agency
Beacon Facility, Mail Stop 8738
9240 Troost Ave.
Kansas City, MO 64131-3055

L.7. FAR Solicitation Provisions

52.212-1 Instructions to Offerors – Commercial Items (January 2006)

Addenda

(b) Submission of Offers.

(12) Offerors shall also identify the specific country(ies) for which they are offering.

(13) Offerors shall also provide an e-mail address for contact purposes.

(c) Period for acceptance of offers.

The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers

(j) Data Universal Numbering System (DUNS) Number.

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

(k) Central Contractor Registration.

Foreign firms are exempted from the requirement to register in the Central Contractor Registration database unless contract payments are made within the United States.

(End of addenda)

52.212-2 Evaluation-Commercial Items. (January 1999)

(a) The Government will award contracts resulting from this solicitation to the responsible offerors whose offers conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

The Government will award one or more contract(s) resulting from this solicitation to the responsible Offeror(s) whose offer conforming to the solicitation will be the most advantageous to the Government. The Technical Proposal evaluation will be based on the demonstrated capabilities of the prospective contractors. Award will be made to the Offeror(s) in accordance with the evaluation criteria. The Government may reject any or all proposals if such action is in the Government's best interest. The Government may waive information and minor irregularities in proposals received. The Government reserves the right to award any or no options at or after time of award. Pricing will be evaluated based on best value to the Government for the total of base price and all option periods. The Government considers the relative importance of an Offeror's technical capability to include past performance, when combined, to be significantly more important than its price. The Government is concerned with obtaining superior technical capability rather than making award at the lowest cost or price in awarding this contract. The importance of cost or price will increase as the difference between the Offeror's technical proposal decreases. Proposals will be evaluated based on the detailed criteria listed below. The Government reserves the right to make award(s) based on the greatest value to the Government, price and other factors considered.

The Government intends to make one or more award(s) resulting from this solicitation. In addition, the Government reserves the right to award without discussions. The Government intends to award to the responsible Offeror(s) whose proposal best conforms to the solicitation requirements and all applicable regulations. It is important that the Offeror(s) direct the proposal to the criteria and cover each area appropriately in response to the solicitation requirements as outlined in Section L of this solicitation. All evaluation factors, when combined, are significantly more important than cost or price. Although cost or price is of less importance than the technical factors, taken as a whole, it is a factor and must not be ignored.

The source selection process will utilize the Best Value Analysis, which means that the expected outcome of this acquisition, in the Government's estimation, provides the greatest overall benefit in response to the solicitation requirements.

Prior to the commencement of any technical evaluation, the CO will review the proposals submitted to determine compliance with the terms and conditions of the solicitation requirements. Failure to comply with these terms may be cause for a proposal to be rejected without any further evaluation.

The Government reserves the right to contact any or all the supplied past performance references listed in the proposal or identified from other sources (if that is deemed to be in the best interest of the Government) to confirm the validity of the Offeror's information. The assessment of the Offeror's performance will be used as a means of evaluating the credibility of the Offeror's proposal and the relative capability of the Offeror. A record of marginal or unacceptable past performance may be considered an indication that the ability of the Offeror to perform the contract as proposed may be questionable. An Offeror with an excellent or very good record of past performance will receive a more favorable evaluation than another whose record is only satisfactory. The following approach will be used for past performance information:

- a) In accordance with FAR Part 15.305, if there is no information on past contract performance of an Offeror or past contract performance is not available the Offeror may not be evaluated favorably or unfavorably on past performance, and will be scored as neutral.
- b) In investigating an Offeror's past performance, information in the Offeror's proposal will be considered along with information obtained from other sources, such as past and present customers, organizations, information from USDA or other government agencies having useful information.
- c) Evaluation of past performance will be a subjective assessment based on the consideration of all relevant facts and circumstances. The Government is seeking to determine whether the Offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of quality goods and services at fair and reasonable prices.
- d) Past performance will be evaluated to determine quality of service, timeliness of performance, customer satisfaction/business relations, and past performance.
- e) At no time during this process or after award, will the names of the individuals providing reference information about an Offeror's past performance be revealed to the Offerors or to any other party.

The proposed price for each country(s), as proposed on KC-337, "Rate Schedule," will be evaluated; however, will not be assigned a score or weight. In evaluating the Offeror's proposal, the proposal will be reviewed for completeness, appropriateness and reasonableness. Cost or pricing information as outlined in FAR Part 15 will not be required to be submitted with the proposal, however, may be required to be submitted, if adequate competition is not realized or if price reasonableness cannot be determined. In evaluating the price portion of the proposal, a price analysis shall be performed to determine the price reasonableness. A finding that prices are unreasonable may remove that proposal from consideration for contract award.

Proposals, to be acceptable, must be prepared in accordance with the instructions outlined in Section L and must meet the requirements set forth in Section C. Technical proposals will be rated using the following rating system:

RATING	DESCRIPTION
EXCELLENT	Offeror's proposal represents a low risk to USDA. The Offeror's proposal presents a high probability of success in meeting all of the contract requirements and has no significant weaknesses. Proposal is outstanding; greatly exceeds the Government's minimum requirement. The proposed capability or proposed effort is of the highest quality and thoroughly justified or substantiated. Proposal has significant advantage(s) in meeting the RFP requirement(s).
VERY GOOD	Offeror's proposal meets the evaluation standards and represents a moderate risk to USDA. The Offeror's proposal presents a good probability of satisfying all of the contract requirements. Offeror's proposed capability or proposed effort is high quality and is well justified or substantiated.
SATISFACTORY	Proposal is acceptable; meets the Government's minimum requirements with no significant weaknesses. Offeror's proposed capability or proposed effort is an acceptable level of quality and justified or substantiated.
MARGINAL	Offeror's proposal has a low probability of satisfying the requirements and represents a high risk to USDA. The Offeror's proposal presents a low probability of satisfying all of the contract requirements. Offeror's proposal fails to meet evaluation standards. .
UNACCEPTABLE	Offeror's proposal fails to meet a minimum requirement; represents an unacceptably high risk to USDA. Proposal is unacceptable. Government's minimum requirements are not met. The Offeror's proposal lacks evidence of capability to perform proposed effort.
NEUTRAL	No past performance information provided.

Technical proposals will be evaluated using the following evaluation factors/criteria:

TECHNICAL PROPOSAL EVALUATION FACTORS/CRITERIA

FACTOR SUBFACTOR	TITLE
PAST PERFORMANCE	
1	The government shall evaluate proposals on the basis of customer satisfaction on past (within the last three years) or current Government or commercial contracts similar to

	<p>this Government requirement.</p> <p>Past performance will be evaluated upon the receipt of completed Past Performance Questionnaire(s) reference Section J, Attachment J.3.</p> <ul style="list-style-type: none"> • Quality of Service • Timeliness of Performance • Customer Satisfaction/Business Relations • Past Performance
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FACTOR SUBFACTOR	TITLE
APPROACH TO SURVEY REQUIREMENTS	
2A	<p>The Government will evaluate this factor on the basis of how the firm will execute the required services for each type of shipment.</p> <p>Offeror shall provide an approach that addresses management strategy to be employed in ensuring the timely submission of accurate, comprehensive, and thorough written survey reports. Proposals must describe in detail how the work will be managed, conducted, and communicated/coordinated with commodity recipients (e.g. NGO's/governments), ocean carriers, USDA personnel, and other parties. This description should demonstrate a thorough understanding of survey requirements and controls needed to ensure successful performance by the contractor.</p>
2B	Provide a sample of a completed written survey report for bulk shipments, which is a representative sample of the type of reports to be completed for this solicitation.
2C	Provide a sample of a completed written survey report for bulk with bagging shipments, which is a representative sample of the type of reports to be completed for this solicitation
2D	Provide a sample of a completed written survey report for break bulk shipments, which is a representative sample of the type of reports to be completed for this solicitation
2E	Provide a sample of a completed written survey report for containerized shipments, which is a representative sample of the type of reports to be completed for this solicitation

FACTOR SUBFACTOR	TITLE
MANAGEMENT APPROACH	

3A	Management approach should provide detailed information regarding physical presence in the country, including offices and other real property to be used in conduct of the survey work. If discharge survey work is likely to be conducted in a country other than the country for which the contract will be awarded, this same information shall be provided for that location(s).
3B	Offeror shall provide a detailed operational structure for the conduct of the survey work. This structure should include a management/employee organizational chart showing chain of command and communication flow from top to bottom levels.
3C	Offeror shall provide resumes of key personnel including all surveyors and contact parties who will be involved with the surveys in the country for which the proposal is submitted. Resumes should include, at a minimum, the type of survey work performed. Again, if discharge work is expected to be conducted in a second country, the personnel information described herein must be provided for that location(s).

FACTOR SUBFACTOR	TITLE
QUALITY ASSURANCE PLAN/QUALITY CONTROL	
4	In regard to the quality assurance/quality control plan within the solicitation, contractor shall specify all quality control measures to be used in monitoring the quality of survey work.

Each factor is worth either the same as or less than the preceding factor. Technical factors and past performance, when combined, are significantly more important when compared to price.

- (1) Past Performance is rated most important.
- (2) Approach to Survey Requirements
- (3) Management Approach.
- (4) Quality Assurance Plan/Quality Control.

The Government intends to make an award to the contractor(s) who is determined to be the Best Value to the Government. This determination is the result of the evaluation of the Offeror's technical proposal. The purpose of the technical proposal evaluation is to assess the Offeror's knowledge, understanding and capability to satisfy the requirements of this solicitation. It is the intent of the Government to award without discussions, however; the Government reserves the right to hold discussions, when the Source Selection Authority (SSA) determines

it necessary.

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

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

52.212-3 Offeror Representations and Certifications-Commercial Items. (March 2005)

52.215-1 Instructions to Offerors—Competitive Acquisition.

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far>

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

(End of clause)

L.8. AGAR Solicitation Provisions

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.

(End of provision)

452.215-71 Instructions for the Preparation of Technical and Business Proposals (Sep

1999)

(a) General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

(1) The proposal must include a technical proposal and business (cost) proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the Contractor's understanding of the statement of work may be evaluated.

(2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.

(3) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Provision 52.212-2 of this RFP.

(4) Offerors shall submit their proposal(s) in the following format and the quantities specified:

(a) 3 copies of the completed, signed offer (SF-1449)

(b) 3 complete copies of the technical proposal for each country for which offers are being submitted.

(c) 3 copies of the cost proposal for each country for which offers are being submitted. (KC-337)

(b) Technical Proposal Instructions.

Refer to FAR Clause 52.212-2.

(c) Business (Cost) Proposal Instructions.

Pricing Structure

The offeror shall submit its cost proposal on the rate schedule form KC-337 (Section J, Attachment J.1) provided with this solicitation. The offeror shall submit an individual cost proposal for each country for which offers are being submitted. The offeror may provide different pricing for option years. If so, use separate copies of the KC-337 form for the option years and identify on the form

to which option year(s) it applies. Pricing shall be expressed in U.S. currency.
(End of Provision)

452.216-72 Evaluation Quantities--Indefinite-Delivery Contract (Feb 1988)

To evaluate offers for award purposes, the Government will apply the offeror's proposed fixed-prices/rates and other direct costs, if applicable.
(End of Provision)

Section M Evaluation factors for Award

See Section L, FAR Provision 52.212-2