United States Department of Agriculture (USDA)
Kansas City Commodity Office (KCCO)
Solicitation Number: KCCO-IPD-07-RFQ-019

Request For Quotes
Marine Cargo Discharge-Delivery Survey(s)

Issue Date: August 13, 2007

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Section A Instructions to Offerors

A.1. Issued By

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

A.2. Method of Solicitation

Request for Quotes (RFQ)

A.3. Offer Due Date/Local Time

August 17, 2007
9:00 a.m. CDT

A.4. For Solicitation Information

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

A.5. Submission of Offers

Offerors shall submit the quotation by e-mail to the e-mail addresses shown in A.4. Price should be quoted on a per container basis.

A.6. Submit Reports and Invoice to:

(Express mail address)

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

Section B Shipment Information (figures are approximate)

Req. No.: CR-07-00539
Forwarder Ref. No.: AL07-0025-2
Vessel Name: Quality V711
Discharge Location: Mombasa
Discharge ETA: August 23, 2007
Delivery Location: Mombasa
Delivery ETA: August 23, 2007
Commodity/Quantity: Vegetable Oil/ 20,412 6/4 Liter Ctns./992,023 Nt. Lbs./449.979 Mt.
Type of Survey: Container Delivery
Destination Country: DR Congo
Other: 27 Containers; destuffing at Mombasa; containers will likely be discharged from feeder vessel

Section C Evaluation

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the

Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Price
2. Past performance
3. Staff experience-specific information about the personnel to be assigned to perform this contracted work, including experience in conducting food aid surveys

Section D FAR Solicitation Provisions

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

Addenda
(b) Submission of Offers.
(13) Offerors shall also provide an e-mail address for contact purposes.

(j) Data Universal Numbering System (DUNS) Number.
Foreign firms are exempted from the requirement to obtain and provide a DUNS number with their offer.

(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)

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

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)

Section E 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)

Section F FAR Contract Clauses and Addenda

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&topic=pas or the contractor may use its own forms provided the forms are essentially consistent with CCC-251 and CCC-252 in content.

(e) *Definitions.*

(1) "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. (July 2005)

(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).

_X_ (26) 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).

_X_ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
(Applicable for payments within the United States.)

(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 (March 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. App. 1241 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)

52.247-5 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)

Section G AGAR Contract Clauses

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 H Performance Work Statement

Part 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.

Part 2 Scope Of Work

The surveyor is required to attend at the following locations:

1. Discharge port identified in Section B of this RFQ.
2. Delivery location, if so identified in Section B of this RFQ.
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.

Part 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

Part 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.
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 upon completion of discharge/delivery and submission of the final form KC-334 with the survey report.

Part 5 Deliverables

1. 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.
2. The Contractor shall provide a written survey report and supporting documentation, in English or with translation, with sufficient detail and documentation so as to fix responsibility for losses occurring while cargo is under the care, custody, and control of the steamship company transporting the cargo. The report may be electronic or hard copy. A copy of the report should also be sent to the receiver.
3. The complete report shall be submitted within 180 days of completion of discharge/delivery.
4 The Contractor shall provide timely replies to inquiries.

Part 6 Quality Assurance Plan

A. Objective:

The purpose of Quality Assurance Plan (QAP) is to provide quality assurance for the cargo survey services performed under the contract 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.

B. Performance Standards:

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.

2. Standards

Required Service	Performance Standard	Incentive/ Disincentive
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	Past performance evaluation
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.	For bulk shipments, the following factors: - check vessel holds before and after discharge - conduct draft surveys to establish quantity on free-out shipments, at lightening operations and at ports where scales not available - personally observe and describe in detail the discharge/delivery process - scale information including scale location, scale type, date of last calibration, and other factors affecting scale weight accuracy - for TBL shipments, attendance and reporting on loading of land conveyance - for liquid cargoes and tallow, condition of pumping equipment and shore tanks/tank trucks - provide the actual (or estimated, if actual not available) weight loss of any	If the performance standard factor is necessary for the fixing of liability for losses to be pursued, and is not met, then past performance evaluation is negatively impacted.

Required Service	Performance Standard	Incentive/ Disincentive
	shortage, or damaged cargo and the type and severity of damage - 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.	
	For breakbulk shipments, the following factors: - 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	If the performance standard factor is necessary for the fixing of liability for losses to be pursued, and is not met, then past performance evaluation is negatively impacted.
	For containerized shipments: - 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 - for TBL shipments, attendance and reporting on loading of land conveyance - attendance and reporting on accessing containers at customs locations	If the performance standard factor is necessary for the fixing of liability for losses to be pursued, and is not met, then past performance evaluation is negatively impacted.
In the event of major loss, the Contracting Officer or COTR is notified immediately.	100 percent compliance	Failure to meet the standard may result in contract termination.
Evidence that written notice of loss was presented to carrier/carrier's representative within three days of discharge/delivery.	100 percent compliance when there are losses suffered, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government.	Failure to meet the standard may result in a deduction of five percent from the contract payment.
Observe, and provide documentation and evidence for the disposition of any damaged cargo.	100 percent compliance for observation, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government.	Past performance evaluation

Required Service	Performance Standard	Incentive/ Disincentive
	- 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.	Firm should identify any individuals participating in the operations attended.	Past performance evaluation
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.	- When local health official is not available, representative samples are obtained: - 100 percent compliance	Past performance evaluation
	- Analysis performed within two weeks: - 100 percent compliance	
Certifications signed by third parties (vessel personnel, NGO representatives, customs representatives) establishing attendance by the Contractor at each location attended.	100 percent compliance, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government.	Past performance evaluation
The complete report shall be submitted within 180 days of completion of discharge/delivery.	100 percent compliance, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government.	Past performance evaluation
Timely replies to inquiries	100 percent compliance within seven days, if no mitigating circumstances. Determination of mitigation is at the discretion of the Government.	Past performance evaluation
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.	Past performance evaluation
	For final information, 100 percent compliance. KC-334 shall be submitted with the survey report.	Past performance evaluation