

PART I - - THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES

B.1. SCHEDULE OF SERVICES

The contractor shall provide USDA Agricultural Trade Mission (ATM) Implementation Services for Turkey to include: Business Recruitment and Matchmaking, Meeting Coordination and Facilitation, Logistics Management, Interpretation and Materials Translation, Informational Materials Development, and Photography, in accordance with Section C of this contract.

B.2.1 PRICING

ITEM NO.	DELIVERY/TASK	ESTIMATED QUANTITY	RATE
VENUE COORDINATION – ISTANBUL (Fixed Price)			
0001	Plenary Room	—	_____
0002	Control Room	—	_____
0003	Breakout Meeting Rooms	—	_____
0004	Conference Package (Including Breakfast, Lunch, and Morning/Afternoon coffee Breaks)	—	_____
0005	Reception	—	_____
VENUE COORDINATION – IZMIR (Fixed Price)			
0001	Plenary Room	—	_____
0002	Control Room	—	_____
0003	Breakout Meeting Rooms	—	_____
0004	Conference Package (Including Breakfast, Lunch, and Breaks)	—	_____
GROUND TRANSPORTATION – ISTANBUL (Fixed Price)			
0006	Roundtrip to/from Airport (Arrival)	—	_____
0007	Group Transport to Offsite Activities and Departure Airport or Train Station	—	_____
GROUND TRANSPORTATION – IZMIR (Fixed Price)			
0006	Roundtrip to/from Airport or Train Station (Departure)	—	_____
0007	Group Transport to Offsite Activities and Arrival Airport or Train Station	—	_____
INTERPRETATION (Fixed Price and Labor Hours)			
0008	Business-to-Business Meeting Consecutive Interpretation	—	_____

Solicitation **AG-3151-S-12**-_____
 USDA Agricultural Trade Mission Implementation Services - Turkey

	Labor		
0009	General Session Simultaneous Interpretation Labor	—	_____
0010	Interpretation Equipment	—	_____
0011	Interpreter Travel (if applicable)	—	_____
0012	Interpreter Lodging (if applicable) and M&IE	—	_____
	TRANSLATION (Fixed Price and Labor Hours)		
0013	U.S. Company Profiles Labor	—	_____
0014	Participant Business Cards Labor	—	_____
0015	Participant Marketing Materials Labor	—	_____
0016	Translated Printed Materials	—	_____
	FOLLOW UP AND EVALUATION (Labor Hours)		
0021	Mission Report Labor	—	_____
0022	Follow-Up Evaluation Labor	—	_____
	LOGISTICS MANAGEMENT (Labor Hours)		
0023	Labor to Support Logistics Management	—	_____
	BUSINESS MEETING RECRUITMENT, COORDINATION, AND FACILITATION (Fixed Price and Labor Hours)		
0024	Host-Country Company Recruitment for Business Meetings – Labor	—	_____
0025	Preparation of ATM Information Package – Labor	—	_____
0026	Preparation of ATM Information Package – Materials	—	_____
0027	Compilation of U.S. Company Profile Brochure – Labor	—	_____
0028	U.S. Company Profile Brochure – Materials	—	_____
0029	On-Site Business Meeting Coordination – Labor	—	_____
0030	On-Site Business Meeting Coordination – Travel (Airfare)	—	_____
0031	On-Site Business Meeting Coordination – Lodging and M&IE	—	_____

B.3. OTHER DIRECT COSTS:

The following costs are considered to be “Other Direct Costs”, are allowable and are to be included in pricing proposals for this Contract/Order:

- Passport/Visa fees
- CDC Recommended inoculations for the country/countries that will be visited.
- Health/Medical/Medivac insurance valid for the duration of the ATM trip and countries to be visited.

Receipts and proof of coverage must accompany invoices in order for these costs to be reimbursed.

B.4. FOREIGN CURRENCIES AND EXCHANGE RATES/FEES:

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

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. BACKGROUND

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

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

C.2. SCOPE OF WORK

The Contractor shall provide support in the planning and implementation of activities associated with an ATM to Turkey from June 3-7, 2013. The Contractor shall provide: 1) strong ties with the public and private sector agricultural community in Turkey; 2) a resume reflecting a history of facilitating high visibility international and local events; and 3) adequate staffing to accomplish the tasks set forth in this document. The Contractor shall demonstrate clear capabilities related to the following:

- 1) Host-Country Business Recruitment and Matchmaking with U.S. Companies;
- 2) Business-to-Business Meeting Coordination;
- 3) Business-to-Business Meeting Facilitation;
- 4) Logistics Management;

- 5) Provision of Interpretation and Materials Translation;
- 6) Informational Materials Development;
- 7) Provision of Photography; and
- 8) Monitoring and Evaluation.

C.3. OBJECTIVES

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

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

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

C.4. TASKS

Recruitment and selection of U.S. companies is done by TSCBD in coordination with the FAS office that covers the country or region. In coordination with the local FAS office, the Contractor will facilitate and oversee the identification of appropriate Turkish agricultural companies to participate in the ATM based on U.S. company participation and market sectors. The selected host-country companies will meet with U.S. agricultural companies to discuss possible sales of U.S. products, partnerships, and trade promotion. Additionally, the Contractor will organize ATM logistics as outlined in the following sections.

C.4.1 KICK-OFF MEETING

The contractor is expected to commence coordination of ATM preparation activities immediately upon contract award. To initiate this process, a kick-off meeting shall be scheduled with the COR and TSCBD staff within one week of contract award. The kick-off meeting may be held at TSCBD Offices, or via teleconference as determined by the COR.

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

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

Solicitation AG-3151-S-12-_____
USDA Agricultural Trade Mission Implementation Services - Turkey

The Contractor will recruit host-country companies to meet with each of the U.S. companies participating in the ATM. The methodology for this recruitment shall be provided by companies bidding on the ATM opportunity. Ultimately, the Contractor will be responsible for creating a schedule of business meetings for each participating U.S. company that includes a range of 10-20 meetings with relevant host-country companies. Companies bidding on this project should plan their budget on the basis of 30 U.S. companies; though the final number of U.S. companies may differ from that figure slightly. The proposed meeting schedule will be reviewed by USDA on a weekly basis beginning six (6) weeks prior to the ATM to ensure the host-country companies scheduled to meet with U.S. businesses do comprise legitimate opportunities for the U.S. Business Delegation. The Contractor will maintain responsibility for inviting and confirming the host-country companies' intention to participate in their scheduled business meetings, as well as sharing with the host-country companies their specific schedule of meetings with U.S. businesses. The Contractor is also encouraged to propose to USDA the inclusion of host-country or U.S. trade associations, other non-governmental organizations, and public sector offices whose participation might be relevant and helpful to certain members of the U.S. Business Delegation.

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

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

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

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

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

C.4.2.4 On-Site Business Meeting Coordination.

The Contractor will provide on-site coordination of the business meetings themselves. This includes provision of a registration desk where host-country companies and U.S. business participants will check in, as well as the provision of trouble-shooting and facilitation of additional on-site business meeting matchmaking wherever possible. Contractors should elaborate on their proposed methodology for managing this element of the program.

C.5 LOGISTICAL RESPONSIBILITIES:

C.5.1 Venue Coordination.

The Contractor will contract with an appropriate hotel that is capable of lodging the delegation and hosting all appropriate hotel-based meetings during the ATM. “Appropriate” is defined in the context of this document as a five-star venue that meets with the approval of USDA’s in-country officers. The Contractor will provide a rationale for identifying the recommended venue (e.g., proximity to the city’s business center, etc.). The hotel requirements include:

- A single meeting room that is large enough to host all business meetings.
- A centralized control room where both the contractor and USDA program management staff can coordinate ongoing ATM activities. While IT equipment will be procured separately, the room should include enough space for 3 computer work stations, 2 printers, and at least two conference tables.
- Individual break-out rooms where smaller meetings can be held. These meetings could include participant numbers ranging from 5-20 people; USDA will coordinate with the contractor about specific needs for a given activity.
- Room block for the entire U.S. Business and Government Delegations. All lodging rooms will be paid individually, but the Contractor will secure the block at a rate that conforms to (or falls below) U.S. government per diem guidelines. The Contractor should also secure complimentary upgrades for ATM leadership; a specific list of individuals for whom the upgrades should be secured will be provided by USDA.

C.5.2 Meals.

The lodging rate secured by the Contractor should also include complimentary breakfast for the individual guests. Lunches at the hotel during the ATM shall be included and detailed in the cost proposal. Lunches will be provided for all ATM participants, as well as a specified number of invited guests (including panellists, host-country company representatives, and others as outlined specifically by USDA). Proposal budgets should be built with estimates of 60 people per lunch. Morning and afternoon coffee stations should also be included in the proposal.

C.5.3 Reception.

The Contractor will plan one reception each in Istanbul and Izmir that include beverages and heavy appetizers for all ATM participants and others as invited by USDA. The guest lists will be provided to the Contractor and will include all trade mission participants and other key stakeholders, who will then plan the function (seeking approval from USDA before committing to any sub-contracts). This includes circulating invitations, procuring the venue, and coordinating all other logistical details (music, transportation as necessary, etc.) for the event. The Contractor should budget for an estimated 150 guests in Istanbul and 100 in Izmir.

C.5.4 Ground Transportation.

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

This includes:

- Round-trip transportation for all ATM participants (Business Delegation and Government Delegation) between the airport and hotel upon arrival and departure. The contractor will obtain each participant's flight itinerary and plan accordingly; the transportation plan should be included in the bidder's methodology. For the Turkey ATM, this includes airport pick-up in Istanbul, transportation to the train depot or airport in Istanbul, transportation from the train depot or airport in Ankara and Izmir to the hotel in those cities; and transportation from the hotel in Ankara and Izmir to the airport at the conclusion of the event.
- Appropriate group transportation to all off-site activities related to the ATM. These include any site visits, meetings, or receptions that occur outside of the hotel. USDA will provide the contractor with a schedule of events and the participant list for each activity, and the contractor will secure appropriate transportation for those participants. If the Head of Delegation (i.e., the USDA official leading the overall mission) requires individual treatment, that will be coordinated directly by USDA.

C.5.5 Interpretation.

The Contractor will provide appropriate interpretation services for all official ATM activities. The Contractor should be prepared to provide quotations and make arrangements for consecutive or simultaneous interpretation, depending on the needs of the individual meetings. Additionally, the Contractor will hire a dedicated interpreter to accompany the Head of Delegation at all times throughout the ATM. Finally, the contractor will hire consecutive interpreters for the business-to-business meetings. U.S. companies will indicate whether or not they require interpretation services for their business meetings, and the Contractor will provide interpretation for all U.S. companies that request it.

C.5.6 Translation.

The Contractor will translate the U.S. Company Profile, business cards for each U.S. participant, and marketing materials from English into Turkish and provide copies for all participants, host-country and U.S. alike.

C.5.7 Photography.

The Contractor will provide a dedicated photographer for the duration of the ATM and make all photos available to USDA for royalty-free use and reproduction in any purpose in connection with USDA. At least four (4) digital photos must be provided to USDA daily, and the full collection of photographs provided within one (1) week of the conclusion of the ATM.

C.6 OTHER TASKS:

C.6.1 Follow Up and Evaluation.

After the ATM the Contractor will submit a Mission Report with information about meetings, agreements and conclusions not later than June 30, 2013.

C.7 DELIVERY:

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

C.8 PLACE OF PERFORMORANCE/DRAFT ITINERARY:

The ATM associated with this contract will be performed in Istanbul and Izmir, Turkey. The formal Istanbul portion of the agenda begins June 3, with delegates arriving in the city over the course of the preceding weekend; the two delegations diverge as the government delegation moves to Ankara while the ATM business delegation moves to Izmir, during the evening of June 5; meetings in Izmir run through June 7; and delegates fly home the weekend of June 8 and 9.

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

Draft Itinerary

Istanbul

Sunday, June 2: Participants Arrive in Istanbul (Hotel TBD)

Monday, June 3-Wednesday, June 5:

Briefing from U.S. Consulate on Business Climate
Presentations by Public and Private Sector Officials
Welcome Reception
One-on-One Business Meetings
Relevant Site Visits (TBD)
Government Delegation Travel to Ankara (Hotel TBD)
Business Delegation Travel to Izmir (Hotel TBD)

Izmir

Thursday, June 6-Friday, June 7:

Discussions with Trade Groups
Relevant Site Visits (TBD)
USDA-Hosted Closing Reception

Saturday, June 8: Departure

SECTION D – PACKAGING AND MARKING

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

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

(b) Ship to/Mark for:

Cynthia Evans
International Trade Specialist
Office of Capacity Building
Trade & Scientific Capacity Building
U.S. Department of Agriculture
Foreign Agricultural Service

Solicitation **AG-3151-S-12**-____
USDA Agricultural Trade Mission Implementation Services - Turkey

1400 Independence Avenue SW
Mailstop 1032
Washington, DC 20250

Telephone: 202-690-3985
FAX: 202-690-3982
E-mail: Cynthia.Evans@fas.usda.gov

(End of Clause)

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

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

SECTION E - INSPECTION AND ACCEPTANCE

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

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

(b) Inspection and Acceptance will be performed by:

Cynthia Evans
International Trade Specialist
Office of Capacity Building
Trade & Scientific Capacity Building
U.S. Department of Agriculture
Foreign Agricultural Service

Solicitation **AG-3151-S-12**-_____
USDA Agricultural Trade Mission Implementation Services - Turkey

1400 Independence Avenue SW
Mailstop 1032
Washington, DC 20250

Telephone: 202-690-3985
FAX: 202-690-3982
E-mail: Cynthia.Evans@fas.usda.gov

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> or, www.usda.gov/procurement/policy/agar.html, or <http://farsite.hill.af.mil/>

(End of clause)

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

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

Period of Performance

The anticipated period of performance for this contract/order is from date of award through June 30, 2013.

The selected contractor will begin to provide services in preparation for the ATM immediately upon award of the contract/order. **A kick-off meeting shall be scheduled within one week of contract award, but in no case less than 90 days prior to the scheduled ATM dates.** The formal Istanbul portion of the agenda begins June 3, 2013 with delegates arriving in the city over the course of the preceding weekend; the government delegation moves to Ankara during the evening of June 5, 2012 while the ATM business delegation moves to Izmir also during the evening of June 5, 2013; meetings in Ankara and Izmir run through June 7, 2013; and delegates fly home the weekend of June 8 and 9, 2013. Submission of photographs to the COR must be completed at the conclusion of each day's activities during the ATM, and the Mission Report must be completed in final and submitted to the COR by June 31, 2013.

The schedule for the Istanbul/Ankara/Izmir portion of the agenda may be subject to change, final dates for this portion of the agenda will be confirmed and communicated to the contractor not less than 60 days prior to the ATM.

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

(End of Clause)

F.4 Place/s of Performance

The ATM will be performed in Istanbul, Ankara, and Izmir, Turkey.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

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

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

G.2 CONTRACT ADMINISTRATION

Solicitation **AG-3151-S-12**-_____
USDA Agricultural Trade Mission Implementation Services - Turkey

The Contracting Officer responsible for administering this contract is:

Shawn Hedgspeth: Contracting Officer

Telephone: (202) 205-2837
FAX: (202) 690-0689
E-mail: shawn.hedgspeth@wdc.usda.gov

When using regular mail, use the following address:

USDA/FSA/AMD
STOP 0567
1400 Independence Avenue, SW
Washington, DC 20520

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

USDA/FSA/AMD
Patriot Plaza III
355 E Street, SW, 10th Floor
Stop 0567
Washington, DC 20024

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

Rodney Nelson: Contractor Support
Telephone: (202) 205-8961
FAX: (202) 690-0689
E-mail: rodney.nelson@wdc.usda.gov

G.3 CORRESPONDENCE

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

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

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

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

Solicitation **AG-3151-S-12** - _____
USDA Agricultural Trade Mission Implementation Services - Turkey

Cynthia Evans
International Trade Specialist
Office of Capacity Building
Trade & Scientific Capacity Building
U.S. Department of Agriculture
Foreign Agricultural Service
1400 Independence Avenue SW
Mailstop 1032
Washington, DC 20250

Telephone: 202-690-3985
FAX: 202-690-3982
E-mail: Cynthia.Evans@fas.usda.gov

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

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

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

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

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

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

NAICS Code: **541613** Marketing Consulting Services
Size Standard: **\$7 mil**

G.6 INVOICES

The Contractor shall submit invoices for each delivery to the COR for review and payment in accordance with the delivery schedule. The Contractor shall provide an original and one copy of

all invoices. Invoices shall be mailed to the Contracting Officer and the COR at the addresses provided in the Contract. The COR is responsible for review and approval/disapproval of invoices. If disapproved, the COR shall notify the Contracting Officer and the Contractor.

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

As a minimum, invoices shall include:

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

G.7 CONTRACT CLOSEOUT PROCEDURES

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

SECTION H - SPECIAL REQUIREMENTS

H.1 PERFORMANCE OF TRAVEL

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

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

Solicitation **AG-3151-S-12** - _____
USDA Agricultural Trade Mission Implementation Services - Turkey

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

H.2 NON-DISCLOSURE

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

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

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

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> or, www.usda.gov/procurement/policy/agar.html, or <http://farsite.hill.af.mil/>

52.203-5 -- Covenant Against Contingent Fees (Apr 1984)

52.203-7 -- Anti-Kickback Procedures (Oct 2010)

52.204-6 -- Data Universal Numbering System (DUNS) Number (Apr 2008)

- 52.212-4 - Contract Terms and Conditions -- Commercial Items (Jun 2010)**
- 52.216-24 – Limitation of Government Liability (Apr 1984)**
- 52.216-25 – Contract Definitization (Oct 2010)**
- 52.225-25 – Prohibition on Contracting with Entities Engaging in Sanctions Activities Relating to Iran Representation and Certification (Nov 2011)**
- 52.244-6 – Subcontracts for Commercial Items (Dec 2010)**

I.2 Clauses in Full Text

52.204-1 - Approval of Contract (Dec 1989)

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

52.209-7 – Information Regarding Responsibility Matters (Jan 2011)

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

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

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

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

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

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

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

Solicitation **AG-3151-S-12** - _____
USDA Agricultural Trade Mission Implementation Services - Turkey

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (May 2012)

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

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

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

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (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.]

(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) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

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

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

(6) [52.209-6](#), Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) ([31 U.S.C. 6101 note](#)).

(7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) ([41 U.S.C. 2313](#)).

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

(9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

(10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

(11) [Reserved]

(12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(13)(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](#).

(14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

(15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).

(ii) Alternate I (Oct 2001) of [52.219-9](#).

Solicitation **AG-3151-S-12**—
USDA Agricultural Trade Mission Implementation Services - Turkey

- ___ (iii) Alternate II (Oct 2001) of [52.219-9](#).
- ___ (iv) Alternate III (Jul 2010) of [52.219-9](#).
- ___ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- ___ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (18) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of [52.219-23](#).
- ___ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (21) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA– Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

Solicitation **AG-3151-S-12**—
USDA Agricultural Trade Mission Implementation Services - Turkey

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

(36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

(37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of [52.223-16](#).

(38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

(39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

(40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

___ (ii) Alternate I (Mar 2012) of [52.225-3](#).

___ (iii) Alternate II (Mar 2012) of [52.225-3](#).

___ (iv) Alternate III (Mar 2012) of [52.225-3](#).

___ (41) [52.225-5](#), Trade Agreements (MAY 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

(42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

(47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

(48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

(50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (51)(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](#).

Solicitation **AG-3151-S-12** _____
USDA Agricultural Trade Mission Implementation Services - Turkey

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

[*Contracting Officer check as appropriate.*]

X (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([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.*).

X (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([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 (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 351](#), *et seq.*).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

X (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

X (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the

Solicitation AG-3151-S-12 - _____
USDA Agricultural Trade Mission Implementation Services - Turkey

Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [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)

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

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

(End of provision)

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

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

(End of provision)

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

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

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

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

(End of clause)

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

(a) This award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

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

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these Attachment 1 AGAR Advisory 104 Attachment 1, AGAR Advisory 104 Page 4 of 4 convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

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

(End of Clause)

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

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT 1, NON-DISCLOSURE ACKNOWLEDGEMENT

ATTACHMENT 1

NON-DISCLOSURE ACKNOWLEDGEMENT

I hereby agree that I shall keep confidential and not publish, use or disclose to any other individual or entity, either directly or indirectly, any Confidential Information of the United States Department of Agriculture (USDA), except that I may make use of such information to the extent necessary and authorized to fulfill any requirements of contract *AG-3151-C-11-XXXX* with *VENDOR NAME* and USDA, and further, that any individual to whom I disclose such Confidential Information shall have first agreed to the same limitations of this agreement. For the purposes of this document: “**USDA**” includes the Farm Service Agency, Commodity Credit Corporation, and any other agency within the USDA; and, “**Confidential Information**” means any information acquired by me as a result of my employment with the Company in connection with contract *AG-3151-C-11-XXXX* the USDA, its business, operations, customers and/or clients, except for information which has been made public by the USDA. My obligation to not disclose any Confidential Information shall continue during and in perpetuity after my working relationship with the Company.

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

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

Employee Signature

Print Name

Date

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

**K.1.0 52.212-3 Offeror Representations and Certifications—Commercial Items
(Nov 2011)**

Solicitation **AG-3151-S-12**—
USDA Agricultural Trade Mission Implementation Services - Turkey

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

“Forced or indentured child labor” means all work or service—

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

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

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is

Solicitation AG-3151-S-12—
USDA Agricultural Trade Mission Implementation Services - Turkey

to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Sensitive technology”—

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

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

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

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government

contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

“Women-owned small business concern” means a small business concern—

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

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

Solicitation **AG-3151-S-12**-_____
USDA Agricultural Trade Mission Implementation Services - Turkey

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

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

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

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

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

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

Solicitation **AG-3151-S-12**-_____
USDA Agricultural Trade Mission Implementation Services - Turkey

(i) It o is, o is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which prices to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR [52.219-25](#), *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

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

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

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

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that

complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

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

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to

Solicitation **AG-3151-S-12** - _____
USDA Agricultural Trade Mission Implementation Services - Turkey

provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

[List as necessary]

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

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

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

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

Solicitation **AG-3151-S-12** _____
USDA Agricultural Trade Mission Implementation Services - Turkey

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

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

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

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

Other End Products:

Line Item No. Country of Origin

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

[List as necessary]

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

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

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

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

_____ _____
_____ _____

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

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

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

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2) Outside the United States.

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

Solicitation **AG-3151-S-12**—
USDA Agricultural Trade Mission Implementation Services - Turkey

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

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

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

[] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror does or does not certify that—

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#),

Solicitation **AG-3151-S-12** _____
USDA Agricultural Trade Mission Implementation Services - Turkey

reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

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

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

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

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

(5) *Common parent.*

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

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

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

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

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

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

Solicitation **AG-3151-S-12**-____
USDA Agricultural Trade Mission Implementation Services - Turkey

(o) *Sanctioned activities relating to Iran.*

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

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

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

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

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

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

(End of provision)

Alternate I (Apr 2011). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(12) to the basic provision:

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

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

____ Black American.

____ Hispanic American.

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

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

Solicitation AG-3151-S-12-_____
USDA Agricultural Trade Mission Implementation Services - Turkey

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

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

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

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.acquisition.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

K.2.0 Additional Clauses

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

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

(a) The offeror certifies that --

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a

Solicitation **AG-3151-S-12** _____
USDA Agricultural Trade Mission Implementation Services - Turkey

sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

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

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

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

(2)

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

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

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

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

K.2.3 52.219-1 Small Business Program Representations (APR 2011)

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

(2) The small business size standard is \$7.0.

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

(b) Representations.

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

Solicitation **AG-3151-S-12**-_____
USDA Agricultural Trade Mission Implementation Services - Turkey

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

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

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

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

(i) It o is, o is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

Solicitation **AG-3151-S-12**-_____
USDA Agricultural Trade Mission Implementation Services - Turkey

(i) It is, or is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, or is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

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

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

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

“Women-owned small business concern” means a small business concern—

Solicitation **AG-3151-S-12**-_____
USDA Agricultural Trade Mission Implementation Services - Turkey

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

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

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

(d) Notice.

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Alternate I (Apr 2011). As prescribed in [19.309\(a\)\(2\)](#), add the following paragraph (b)(9) to the basic provision:

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

_____ Black American.

_____ Hispanic American.

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

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

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

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

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

The offeror represents that –

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

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

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

(End of Provision)

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

The offeror represents that –

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

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

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/> or, www.usda.gov/procurement/policy/agar.html, or <http://farsite.hill.af.mil/>

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

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

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

L.2.0 General Instructions to Offerors

L.2.1 RFP Questions and Answers

Any questions concerning this RFP must be submitted electronically to the Contracting Officer and Contractor Support Staff listed below to be received on or before **12:00 Noon EST, Tuesday July 24, 2012.**

Responses to questions will be provided not later than **12:00 Noon EST, Thursday, July 26, 2012.**

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

Responses to this RFP shall be submitted to the Contracting Officer and Contractor Support Staff per the instructions below to be received on or before 12:00 Noon EST, Tuesday, August 07, 2012.

L.2.3 52.212-1 -- Instructions to Offerors -- Commercial Items (Jun 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition is 541613 with a small business size standard of \$7.0.

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

Solicitation AG-3151-S-12-_____
USDA Agricultural Trade Mission Implementation Services - Turkey

When using regular mail, use the following address:

USDA/FSA/AMD
Mail Stop 0567
1400 Independence Avenue, SW
Washington, DC 20520

When using express mail or hand delivering to the Contracting Officer/Contractor Support Staff, use the following address:

USDA/FSA/AMD
Patriot Plaza III
355 E Street, SW, 10th Floor
Washington, DC 20024

The points of contact for proposal submissions are:

Shawn Hedgspeth, Contracting Officer
Telephone: (202) 204-2837
Fax: (202) 690-0689
Email: Shawn.Hedgspeth@wdc.usda.gov

Rodney Nelson, Contractor Support
Telephone: (202) 205-8961
Fax: (202) 690-0689
E-mail: Rodney.Nelson@wdc.usda.gov

As a minimum, offers must show –

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;

Solicitation **AG-3151-S-12**-_____
USDA Agricultural Trade Mission Implementation Services - Turkey

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

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

(11) Include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for **60** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 11:00 a.m., local time, for the designated Government office on the date that offers or revisions are due.

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

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

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

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

Solicitation AG-3151-S-12-_____
USDA Agricultural Trade Mission Implementation Services - Turkey

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

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

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

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

(i) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee

Solicitation AG-3151-S-12-_____
USDA Agricultural Trade Mission Implementation Services - Turkey

shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(1) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated price or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

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

SECTION M – EVALUATION FACTORS FOR AWARD

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

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

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

The Offeror's proposal must include the following information:

TECHNICAL:

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

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

PRICE:

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

Evaluation Criteria:

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

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

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

Solicitation AG-3151-S-12-_____
USDA Agricultural Trade Mission Implementation Services - Turkey

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

Instructions for responses:

All responses and information must be in written format (MS Word or Adobe Acrobat, font size must be no smaller than 10 point font) and transmitted electronically to both the Contracting Officer and the Contractor Support Staff listed in this RFP. Please limit your response to the allowable e-mail attachment size which is 10 MB. Submission of proprietary information is not desired. E-mail subject title to be used for responses is "Turkey ATM 2013".

BASIS FOR CONTRACT AWARD

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

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

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

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