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*"Rummaging in the government's attic"*

Description of document:	Animal and Plant Health Inspection Service (APHIS) Records Regarding Upgrade of Equipment Used to Depopulate Poultry Flocks Affected by Disease 2021
Requested date:	29-July-2021
Release date:	30-November-2021
Posted date:	23-May-2022
Source of document:	Freedom of Information Act Request Animal and Plant Health Inspection Service Director, Freedom of Information and Privacy Act Staff 4700 River Road, Unit 50 Riverdale, MD 20737 Fax: 301-734-5941 <a href="#">USDA FOIA Public Access Website</a>

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Marketing and  
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Information

4700 River Road  
Unit 50  
Riverdale, MD  
20737-1232

November 30, 2021

**SENT VIA ELECTRONIC MAIL**

Re: Final Response to FOIA Request No. 2021-APHIS-05022-F

This is in response to your July 29, 2021, Freedom of Information Act (FOIA) request which was received in the U.S. Department of Agriculture, Animal and Plant Health Inspection Service (APHIS) on the same date. Your request has been assigned FOIA case number 2021-APHIS-05022-F. Please cite this number in any correspondence you send to APHIS regarding your request. Your FOIA request states:

*In FY 2021, APHIS will mitigate challenges presented in FY 2020 by: Upgrading equipment used to depopulate poultry flocks affected by animal diseases. I request records concerning the APHIS upgrading of equipment used to depopulate poultry flocks affected by animal diseases. This includes planning documents, status reports, etc. You may limit this request to the timeframe October 1, 2020 to the present.*

Upon receipt, your request was forwarded to the Veterinary Services (VS) program office for its personnel to search for records that are responsive to your FOIA request. On August 3, 2021, VS personnel began a search of their files using keywords that would most likely uncover responsive records. The search resulted in 45 pages of records being located. After a review of the records, APHIS determined that there may be confidential business information therein. Therefore, pursuant to Executive Order 12,600 and 7 C.F.R. § 1.8, APHIS was required to send the records to the business submitter in order to afford the submitter the opportunity to provide justification for withholding certain information under FOIA exemption 4, 5 U.S.C. § 552 (b)(4). APHIS received the business submitter's response and have taken it into consideration in making this final determination.

After carefully reviewing the records and the business submitters objections, we have determined that some of the information in the enclosed pages must be withheld, in part, pursuant to 5 U.S.C. §§ 552 (b)(4) and (b)(6). The rationale behind this decision is explained below.

**FOIA Exemption 4**

FOIA Exemption 4 permits the government to withhold “trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential.” *See 5 U.S.C. § 552 (b)(4)*. Under FOIA Exemption 4, the term “person” includes a wide range of entities, including corporations, banks, state governments or Indian tribes or nations. Therefore, the records submitted by Kifco were obtained from a person. The withheld information, namely, the information in Kifco’s proposal letters is commercial information that the submitter holds as private and confidential and does not customarily release to the public. As a result, the marked information is exempt from release under FOIA Exemption 4. Additionally, APHIS has withheld accounting information from the Solicitation/Contract/Order for Commercial Items. This financial information is also privileged and confidential and is therefore being withheld from disclosure.

**FOIA Exemption 6**

FOIA Exemption 6 permits the government to withhold from “personnel and medical files and similar files” information about individuals when the disclosure of such information “would constitute a clearly unwarranted invasion of personal privacy.” *See 5 U.S.C. § 552 (b)(6)*. In order to determine whether information may be withheld under FOIA Exemption 6, an agency must undertake a three-step analysis. First, the agency must determine whether a significant privacy interest would be compromised by the disclosure of the information. If no privacy interest is identified, the information may not be withheld pursuant to Exemption 6. Second, the agency must determine whether the release of the information would further the public interest by shedding light on the operations and activities of the Government. Third, the agency must balance the identified privacy interests against the public interest in disclosure. The purpose for which the request for information is made does not impact this balancing test because a release of information requested under the FOIA constitutes a release to the general public.

In this case, we have withheld the name and a cellular phone number of two private individuals that are mentioned in the records. We have determined that releasing the information of these individuals would subject them to possible reprisals, harassment, or unwarranted attention, which would result in an invasion of their personal privacy.

Under Exemption 6, the only pertinent public interest is whether release of the information would shed light on the agency's activities and the agency's performance of its statutory duties. We do not find that there is public interest in the request for this information. However, even if a minimal public interest exists, the protection against unwanted contact or attention towards these individuals far outweigh any public interest in disclosing their personal information. Therefore, because the harm to personal privacy is greater than any minimal public interest that may be served by disclosure, release of this personal information would constitute a

clearly unwarranted invasion of the privacy of the individuals and is therefore exempt from disclosure.

If you are not satisfied with this response, you may submit an administrative appeal. During the pandemic, our offices are closed. Instead of physically mailing your appeal, we ask that in the short term you submit your appeals electronically by email to [FOIA.MRP.Appeals@usda.gov](mailto:FOIA.MRP.Appeals@usda.gov). Your appeal must be electronically transmitted within 90 days of the date of this response. Please reference case number 2021-APHIS-05022-F and the phrase "FOIA APPEAL" in the subject line of your email. To assist the Administrator in reviewing your appeal, please provide specific reasons why you believe modification of this determination is warranted.


To resolve any questions or concerns you may have, please contact LaRima Coleman, the analyst who processed your request, at (301) 851-4106 or by email, at [LaRima.L.Coleman@usda.gov](mailto:LaRima.L.Coleman@usda.gov). You may also contact Ms. Abbey Fretz, our FOIA Public Liaison, at (301) 851-4100 and/or the Office of Government Information Service (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is:

Office of Government Information Services  
National Archives and Records Administration  
8601 Adelphi Road – OGIS  
College Park, MD 20740-6601  
Email: [ogis@nara.gov](mailto:ogis@nara.gov)  
Phone: (202) 741-5770  
Toll Free: (877) 684-6448  
Fax: (202) 741-5769

This completes APHIS's response to your FOIA request. We thank you for the opportunity to provide you this customer service.

Sincerely,

CHRISTINE  
JONES

 Digitally signed by CHRISTINE  
JONES  
Date: 2021.11.30 12:45:15  
-05'00'

*for:*

Tonya G. Woods  
Director  
Freedom of Information & Privacy Act  
Legislative and Public Affairs



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1029739		PAGE OF 1 10	
2. CONTRACT NO. 12639521C0035		3. AWARD/ EFFECTIVE DATE 03/30/2021		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JAMES ROLOFF		b. TELEPHONE NUMBER (No collect calls) 612-590-7603		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY  USDA APHIS 250 MARQUETTE AVE SUITE 410 MINNEAPOLIS MN 55401		CODE APHIS-MN-1263		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		<input checked="" type="checkbox"/> SET ASIDE: % FOR: NAICS: 333111 SIZE STANDARD: 1,250	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO  USDA APHIS Warehouse Attention Melody Allison 3500 E 149th St Suite 300 KANSAS CITY MO 64147		CODE APHIS-VS-6869		16. ADMINISTERED BY  USDA APHIS 250 MARQUETTE AVE SUITE 410 MINNEAPOLIS MN 55401		CODE APHIS-MN-126395	
17a. CONTRACTOR/ OFFEROR  KIFCO, INC. P.O. BOX 290 HAVANA IL 62644-0290		CODE 1100077120# FACILITY CODE		18a. PAYMENT WILL BE MADE BY  Invoice Processing Platform (IPP) All invoices must be submitted electronically through the Invoice Processing Platform (IPP) via www.ipp.gov		CODE IPP	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: X DUNS Number: 025571191 This is a firm-fixed price commercial items service contract to inspect, upgrade, and overhaul 13 Kifco AV-ST3 AVI Foam Guard Units for the APHIS National Veterinary Stockpile. All work shall be performed in accordance with your quote of March 25, 2021. If, during inspection, any gearboxes or (b)(4) are found to not be in proper working order and beyond repair, Kifco will promptly inform the USDA. Should USDA (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA (b)(4)						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$917,302.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: Your OFFER DATED 03/25/2021, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <b>Electronically signed by James Roloff</b>			
30b. NAME AND TITLE OF SIGNER (Type or print) Allen Mitchell, CEO Kifco, Inc.				30c. DATE SIGNED 2 April 2021		31b. NAME OF CONTRACTING OFFICER (Type or print) JAMES G. ROLOFF	
						31c. DATE SIGNED 04/02/2021	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>approve replacement of these components, either a modification to the contract or a separate purchase order shall be written to add the work at this pricing: (b) (4) each; gearbox- (b) (4) each. Contact james.g.rolloff@usda.gov for issues pertaining to this contract. Coordinate deliveries and pickups with yvetta.northcutt@usda.gov.</p> <p>Delivery: 09/14/2021</p> <p>FMMI Account: (b) (4)</p> <p>BOC: 3121</p> <p>Inspection, Upgrade, and Overhaul of 13 Kifco AV-ST3 AVI Foam Guard Units for the APHIS National Veterinary Stockpile.</p> <p>Obligated Amount: \$917,302.00</p> <p>After execution of the contract and in advance of performance, USDA will approve for payment \$137,595 upon notification from the Invoice Processing Platform (IPP) that a proper invoice has been uploaded. Six subsequent payments of \$120,000 each shall be made at the time units are completed and shipped (two units every two weeks). A final payment of \$59,707 shall be approved upon completion/shipment of the 13th unit.</p>				917,302.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS
41c. DATE				

## 1.0 CLAUSES

### 1.1 Clauses by Reference

- 52.204-18**      **Commercial and Government Entity Code Maintenance (Jul 2016)**
- 52.212-4**      **Contract Terms and Conditions – Commercial Items (Oct 2018)**
- 52.232-40**     **Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)**
- 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): [www.acquisition.gov](http://www.acquisition.gov)

### 1.2 Clauses in Full Text

#### **52.204-21      Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)**

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

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

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

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

- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

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

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

(End of clause)



**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Jan 2021)**

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).

(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. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

☐ (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 (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved].

☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved].

☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C.657a).

☐ (ii) Alternate I (Mar 2020) of 52.219-3.

☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (Mar 2020) of 52.219-4.

☐ (13) [Reserved]

☒ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C.644).

☐ (ii) Alternate I (Mar 2020).

- ☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (Mar 2020) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
- ☐ (iii) Alternate II (Nov 2016) of 52.219-9.
- ☐ (iv) Alternate III (Mar 2020) of 52.219-9.
- ☐ (v) Alternate IV (Aug 2018) of 52.219-9.
- ☐ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (ii) Alternate I (Mar 2020)
- ☐ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- ☒ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Mar 2020) (15 U.S.C. 632(a)(2)).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-28.
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- ☒ (27) 52.222-3, Convict Labor (June 2003) (E.O.11755).
- ☒ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (30) (i) 52.222-26, Equal Opportunity (Sept 2016) (E.O.11246).
- ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (31) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ☐ (ii) Alternate I (July 2014) of 52.222-35.
- ☒ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C.793).
- ☐ (ii) Alternate I (July 2014) of 52.222-36.
- ☒ (33) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (35) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).
- ☐ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- ☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Oct 2015) of 52.223-13.
- ☐ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-14.
- ☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (Jun 2014) of 52.223-16.
- ☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ☐ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ☐ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ☐ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☐ (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- ☐ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (May 2014) of 52.225-3.
- ☐ (iii) Alternate II (May 2014) of 52.225-3.
- ☐ (iv) Alternate III (May 2014) of 52.225-3.
- ☐ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (51) 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).
- ☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020)
- ☒ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ☐ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).
- ☒ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☐ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- ☐ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
- ☐ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

\_\_\_ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

\_\_\_ (iii) Alternate II (Feb 2006) of 52.247-64.

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

[Contracting Officer check as appropriate.]

\_X\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

\_X\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

\_X\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing

Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).

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

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)

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

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78and E.O 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

## Addendum

In the event this contract is terminated for the convenience of the government, in accordance with FAR 12.403 Termination, Kifco, Inc., shall present to the government documentation of any charges the vendor is liable for as a result of termination. The parties understand that, should the contract be



Contract 12639521C0035

terminated, custom parts and materials purchased in the performance of this contract may not be returned for credit, sold, used, or consumed in the course of Kifco's usual business, and that Kifco may pursue relief to recover nonrefundable costs.

Attachment 04 Inherently Governmental and Service Contract Approval Memorandum

Clear Form

In accordance with Office of Management and Budget, Office of Federal Procurement Policy Publication of the Office of Federal Procurement Policy (OFPP) Policy Letter 11-01, Performance of Inherently Governmental and Critical Functions and Federal Acquisition Regulation 7.5 Inherently Governmental Functions, the following determination is being made.

As part of acquisition planning, agencies shall confirm that the services to be procured do not include work that must be reserved for performance by Federal employees and that the agency will be able to manage the contractor consistent with its responsibility to perform all inherently governmental functions and maintain control of its mission and operations.

Check the following if true:

- ☒ The function does not appear on the list of Inherently Governmental Functions (appendix A) and does not otherwise qualify as an inherently governmental function, taking into consideration, as necessary, the tests in appendix A;
- ☒ A statute, such as an annual appropriations act, does not identify the function as inherently governmental or otherwise require it to be performed by Federal employees;
- ☒ The proposed role for the contractor is not so extensive that the ability of senior agency management to develop and consider options or take an alternative course of action is or would be preempted or inappropriately restricted.

After reviewing the statement of work and the definitions and descriptions of critical functions and closely associated to inherently governmental functions (Appendix B) I have made the following determination (check as appropriate).

- ☐ Closely Associated to Inherently Governmental AND  
(If checked above, the following additional determinations need to be made)
  - ☐ Special consideration has been given to using Federal employees to perform the function in accordance with applicable law and implementing guidance;
  - ☐ The agency has sufficient capacity and capability to give special management attention to contractor performance, limit or guide the contractor's exercise of discretion, ensure reasonable identification of contractors and contractor work products, avoid or mitigate conflicts of interest, and preclude unauthorized personal services.
  - ☐ The agency will comply with the checklist of responsibilities in appendix C
- ☐ Critical Function (CF) (If checked, the following additional determination needs to be made)
  - ☐ The agency has sufficient internal capability to control its mission and operations
  - ☐ Combination of Critical Function and Closely Associated (CF, CA)
- ☒ Other (None of the Above Apply) (OT)

**Attachment 04 Inherently Governmental and Service Contract Approval Memorandum**

<b>Requirement Name:</b> Upgrade and Overhaul AV-ST3 AVI-Foam Guard Unit	
<b>Requesting Agency/Office:</b>	<b>Name:</b> VS Field Operations Logistics Center
	<b>Address:</b> 4700 River Road, Riverdale
	<b>City/State/Zip:</b> Riverdale, MD 20737
<b>Agency Point of Contact (APOC):</b>	<b>Name:</b> Yvetta Northcutt
	<b>Email Address:</b> yvetta.northcutt@usda.gov
	<b>Telephone Number:</b> (b) (6)

**Description of Requirement:**

The current foam units are 12 years old and require a lot of maintenance and often encounter failures during operation. The upgrades will ensure the foam units are more reliable and dependable.

**Total Estimated Dollar Value (inclusive of all options):** \$ 917,302.00

**Estimated Period of Performance (inclusive of all options):**

04/01/2021      **To:**    03/31/2022

**REVIEW AND APPROVALS (All service contracts)**

I certify that I reviewed the applicable attachments and the above determination is true and correct.

**Electronically Signed by Lisa A. Brown**

Signature  
(Lisa A. Brown, Logistics Chief)  
Manager (GS-12 or higher)

Date

**ADDITIONAL APPROVAL – Senior Executive Service review and approval required for all Commercial Service Contracts Over \$250,000.**

**Electronically Signed by Adis Dijab**

Signature  
Adis Dijab, Executive Director  
Requiring Agency Program Senior Executive (SES)

Date





United States  
Department of  
Agriculture

Marketing and  
Regulatory  
Programs

Washington, DC  
20250

**AFTER-ALLOCATION DECISION MEMORANDUM  
FOR THE DEPUTY ADMINISTRATOR**

**FROM:**

Rodney A. White

Director, Field Operations, Logistics Center

Electronically Signed by Rodney White

**THROUGH:**

Dr. Thomas McKenna

Associate Deputy Administrator

Electronically Signed by Thomas McKenna

**THROUGH:**

Eric Balcerzak

Director, Money Management

Electronically Signed by Eric Balcerzak

**SUBJECT:**

Upgrade and Overhaul AV-ST3 AVI-Foam Guard Unit,  
\$917,302.00

**PURPOSE**

The current foam units are 12 years old and require a lot of maintenance and often encounter failures during operation. The recommended upgrades will ensure the foam units are more reliable and dependable during poultry depopulation. The maintenance failures often encountered during operation will be reduced with the upgrade to a diesel-powered engine and the installation of an improved pump. VS will benefit by having equipment capable of performing foam depopulation operations when needed during national emergencies.

**BUDGET**

The project is supported by the National Veterinary Stockpile functional line.

Double click the applicable box:

- ☐ *Repurpose an existing business-unit allocation*
- ☒ *Request an additional allocation*
- ☐ *Increase to an existing spending plan*

*See attached Quote*

**Prior & Current Funding**

There has been no prior year or current fiscal year funds allocated for this acquisition.

## **AFTER-ALLOCATION DECISION MEMORANDUM**

Page 2

### **Length of Agreement/Contract/Etc.**

This is a new acquisition. A one-time contract will have to be established to perform the upgrade and overhaul for this equipment.

### **JUSTIFICATION**

This acquisition was added to the program activity report but not included in the budget report which resulted in the acquisition not being funded for FY21. This aligns with the APHIS mission: "To protect the health and value of American Agriculture and Natural Resources;" with USDA Strategic Goal 2, Objective 2.3: Protect agricultural health by preventing and mitigating the spread of agricultural pests and diseases; and APHIS Goal 6: Protect the health of U.S. agricultural resources, including addressing zoonotic disease issues and incidences, by implementing surveillance, preparedness and response, and control programs.

### **DECISION BY THE DEPUTY ADMINISTRATOR**

APPROVED: **Electronically Signed by Burke Healey**

DISAPPROVED: \_\_\_\_\_

SCHEDULE DISCUSSION: \_\_\_\_\_

Date: \_\_\_\_\_



**From:** Pieper, Kenneth L - Aphis  
**To:** Thorpe, Earl T - Aphis; White, Rodney A - Aphis  
**Cc:** Northcutt, Yvetta C - Aphis; Johnson, Nathan D - Aphis; Brown, Lisa A - Aphis  
**Subject:** FW: Requisition Needed: Upgrade and Overhaul AV-ST3 AVI-Foam Guard Unit - Update  
**Date:** Friday, March 17, 2021 10:03:53 AM  
**Attachments:** [HSP Requisition Checklist FY21 for Kfio Upgrade and Overhaul.pdf](#)  
[DMC1FOLC 014 \\$917302 BUH.pdf](#)  
[Proposal 1-26-21 discount option.pdf](#)  
[Attachment 04 Inherently Governmental and Service Contract Approval Memorandum.pdf](#)  
[Sole Source Justification.docx](#)  
**Importance:** High

Good morning Rodney, Earl,

**Requisition 1029739 is currently in progress.** This requisition is pending your approvals

BOC 3121 and New accounting, provided by Earl was used:

	Stockpile Work	21XX	AP001600AD	APVSFL5024	AP00PMNVSTOCK000	FPDEFAULT	(b) (4)
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Best wishes,  
Ken

**From:** Northcutt, Yvetta C - Aphis <Yvetta.Northcutt@usda.gov>  
**Sent:** Thursday, March 11, 2021 3:29 PM  
**To:** Pieper, Kenneth L - Aphis <kenneth.l.pieper@usda.gov>  
**Cc:** White, Rodney A - Aphis <rodney.white@usda.gov>; Thorpe, Earl T - Aphis <earl.t.thorpe@usda.gov>; Johnson, Nathan D - Aphis <nathan.d.johnson@usda.gov>; Brown, Lisa A - Aphis <lisa.a.brown@usda.gov>  
**Subject:** FW: Requisition Needed: Upgrade and Overhaul AV-ST3 AVI-Foam Guard Unit - Update  
**Importance:** High

Good Afternoon Ken,

Please change the BOC to 3121

v/r,

YVETTA NORTHUTT | LOGISTICS MANAGEMENT SPECIALIST  
APHIS Veterinary Services  
Field Operations (FiOps), Logistics Center (LC)  
4700 River Road, 5B-02.6 Riverdale, MD 20737  
(b) (6)  
Email: [Yvetta.Northcutt@usda.gov](mailto:Yvetta.Northcutt@usda.gov)

**From:** Northcutt, Yvetta C - Aphis  
**Sent:** Wednesday, March 10, 2021 4:49 PM  
**To:** Pieper, Kenneth L - Aphis <kenneth.l.pieper@usda.gov>  
**Cc:** White, Rodney A - Aphis <rodney.white@usda.gov>; Thorpe, Earl T - Aphis <earl.t.thorpe@usda.gov>; Johnson, Nathan D - Aphis <nathan.d.johnson@usda.gov>; Brown, Lisa A - Aphis <lisa.a.brown@usda.gov>  
**Subject:** Requisition Needed: Upgrade and Overhaul AV-ST3 AVI-Foam Guard Unit

Good Afternoon Ken,

Please submit the following requisition in Prism

BOC: 3110  
Fund Code: (b) (4)  
Please assign to Rodney White as IAS Approver  
Please assign to Earl Thorpe as Budget Approver  
Please assign requisition to Contracting Officer: Nathan Johnson  
Please attach all attachments in the Requisition  
Please Reply to all with the requisition number and approval status

Line Items	Service	Annual Cost
001	Upgrade and Overhaul AV-ST3 AVI-Foam Guard Unit	\$917,302.00

v/r,

YVETTA NORTHUTT | LOGISTICS MANAGEMENT SPECIALIST  
APHIS Veterinary Services  
Field Operations (FiOps), Logistics Center (LC)  
4700 River Road, 5B-02.6 Riverdale, MD 20737  
(b) (6)  
Email: [Yvetta.Northcutt@usda.gov](mailto:Yvetta.Northcutt@usda.gov)



Clear Form

## MRP Requisition Checklist

Templates can be found at [https://ias.usda.gov/ias\\_ap\\_templates.html](https://ias.usda.gov/ias_ap_templates.html)

\*\*\* Submit Statements of Work and Justifications in Word document form. \*\*\*

### Description Information

PURPOSE: Upgrade and Overhaul AV-ST3 AVI-Foam Guard Unit

DESCRIPTION:

Upgrades will ensure the foam units are more reliable and dependable during poultry depop.

PROGRAM OFFICE: FiOps Logistics Center PROGRAM MANAGER: Yvetta C. Northcutt

ESTIMATED AMOUNT: \$ 917,302.00 SUPPLIES OR SERVICES: Services  
\* Needs IGF form if services

IT RELATED PURCHASE: No AAR# (If Applicable):

IT INVESTMENT MANAGER:

COR (If Applicable): Yvetta C. Northcutt

IPP APPROVER: Lisa A. Brown

TECHNICAL POC NAME: Yvetta C. Northcutt TECHNICAL POC PHONE: Upgrade and Overh

TECHNICAL POC EMAIL: VS Field Operations Logistics Center

REQUIRED PERFORMANCE START / ITEM DELIVERY DATE: 08/01/2021

PERIOD OF PERFORMANCE INCLUDING OPTIONS: TO.

### Market Research Information

#### PREVIOUSLY ORDERED

HAS THIS PRODUCT/SERVICE BEEN ORDERED IN THE PAST? No

IF YES, PROVIDE PRIOR CONTRACT NUMBER: (b) (6)

## CONTINUING REQUIREMENTS

IS THIS A CONTINUING REQUIREMENT? No

IF YES, CURRENT CONTRACT/ORDER NUMBER: \$ 917,302.00

IF YES, CURRENT CONTRACTOR NAME:

IF YES, EXPIRATION DATE OF CURRENT CONTRACT:

IF YES, WAS CURRENT CONTRACT COMPETED?

## EXISTING INVENTORIES

HAVE EXISTING INVENTORIES OF USDA SOFTWARE, HARDWARE OR SERVICES BEEN REVIEWED? No

IF NO, YOU MUST PROVIDE A STATEMENT: Non IT related

## EXISTING CONTRACTS

HAVE EXISTING CONTRACTS, BPAs AND AGREEMENTS BEEN EVALUATED? No

Existing Contracts, BPAs and Agreements must be evaluated prior to initiating a new award. Use of existing vehicles can greatly increase efficiency and decrease the time for procurement.

Please contact your MASPM or Contracting Office for help with finding existing contract vehicles.

USDA-Wide Contracts: <https://ias.usda.gov/usdacontracts/>

ANY ADDITIONAL INFORMATION SUCH AS POTENTIAL SOURCES SHOULD BE PROVIDED

HERE OR AS AN ATTACHMENT:

(Lisa A. Brown, Logistics Chief)

## SOLE SOURCE

IS THIS A SOLE SOURCE ACQUISITION? Yes

IF YES, A JUSTIFICATION MUST BE ATTACHED



700 S. Schrader Ave.  
P.O. Box 290  
Havana, IL 62644  
(309) 543-4425  
(309) 543-4945 Fax  
[www.kifco.com](http://www.kifco.com)

January 25, 2021

Lisa Brown

USDA/Aphis

**Via Email:** [lisa.a.brown@usda.gov](mailto:lisa.a.brown@usda.gov)

In Re: Pump and Engine Replacement/Thorough Inspection and Repairs – 13 AV-ST3 Units

Dear Ms. Brown,

Thank you for giving Kifco the opportunity to work with the USDA for the procurement of replacement pump and engines, along with a complete inspection on the USDA's existing fleet of AV-ST3 Avi-FoamGuard® units.

Below you will find a detailed summary of what Kifco is proposing for each unit.

**Pump & Engine Replacement**

(b) (4)

**Included Replacements:**

(b) (4)





700 S. Schrader Ave.  
P.O. Box 290  
Havana, IL 62644  
(309) 543-4425  
(309) 543-4945 Fax  
[www.kifco.com](http://www.kifco.com)

---

Included Replacements (continued)

(b) (4)

Additional Equipment Upgrades

Each unit will receive the following equipment upgrades at no additional charge:

(b) (4)





700 S. Schrader Ave.  
P.O. Box 290  
Havana, IL 62644  
(309) 543-4425  
(309) 543-4945 Fax  
www.kifco.com

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### Field Test

Each unit will be hooked up to water and field tested to ensure proper operation of all components. During the field test the each unit will be inspected prior to shipment for the following:

**Leaks:** Kifco will inspect and make sure there are no leaks from any gaskets or seals while water is flowing through the system. If any leaks are found, gaskets and or seals will be replaced.

**Accurate Operation:** During the field test, Kifco will ensure accurate operation of (b) (4) When testing, all valves will be actuated and inspected for ease of movement

(b) (4)

**Winterization:** Each unit will be properly winterized after testing

### Detailed Maintenance Inspection

The following items on each Avi-FoamGuard will be inspected to make sure they are in proper working order. Maintenance will be performed as described on each of the following:

**Drive Belts:** Each belt will be inspected for wear and tightness , adjusted accordingly and replaced if worn.



700 S. Schrader Ave.  
P.O. Box 290  
Havana, IL 62644  
(309) 543-4425  
(309) 543-4945 Fax  
www.kifco.com

#### Detailed Maintenance Inspection (continued)

(b) (4)

\*Gearbox: The gearbox will be inspected to make sure it is in proper working order. The oil level will be checked and refilled (if needed) on each gearbox.

Lubrication: During inspection, designated areas will be lubricated with a water resistant grease.

\* If any of the gearboxes (b) (4) are found to not be in proper working order and beyond repair, Kifco will promptly inform the USDA. Should the USDA approve replacing these components, a separate purchase order will need to be submitted by the USDA and would invoice separately. Cost of these components IS NOT included in the price provided in this proposal. Current pricing for these items are as follows:

(b) (4)

#### Common Wear Spare Parts

The following parts are considered common-wear items. To help ensure each unit remains in proper working order during a deployment, each unit will include 1 each the following spare parts:

(b) (4)

- 5.75" Gasket 4.3 ID

#### Delivery/Pick-up

The USDA will be responsible for delivering and picking up the Avi-FoamGuards to/from Kifco's Headquarters at 700 S. Schrader Ave., Havana, IL 62644.



700 S. Schrader Ave.  
P.O. Box 290  
Havana, IL 62644  
(309) 543-4425  
(309) 543-4945 Fax  
www.kifco.com

### Pricing

Pricing for this proposal is outlined below.

Price Each	Total Price - 13 Units
\$70,561.69	\$917,302.00

Note: Pricing provided above is based on a quantity of 13 total units. Changes in quantity will change pricing.

### Payment Terms and Timeline for Completion

(b) (4)

### Timeline

Work can commence 11 weeks from the time official purchase order and advanced payment is received. The USDA will deliver no more than 2 units at a time to Kifco. Turnaround time is expected to be 2 units every 2 weeks or sooner. The USDA shall provide Kifco with the contact information for pickup of the completed units in the event Kifco completes the work earlier than expected to accelerate shipments. Expected completion of all thirteen units is estimated at 23 weeks assuming timely delivery schedules can be maintained.

### Warranty

The new pump and engine components will be covered under the original manufacturer's warranties. Kifco will provide a 1 year Limited Kifco Warranty on parts and labor for each unit, commencing on the date the units leave our factory.

We look forward to discussing this proposal with you in the near future. Please do not hesitate to contact us if you have any questions.

Best regards,

(b) (6)

Kifco, Inc.



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January 25, 2021

Lisa Brown

USDA/Aphis

**Via Email: [lisa.a.brown@usda.gov](mailto:lisa.a.brown@usda.gov)**

In Re: Pump and Engine Replacement/Thorough Inspection and Repairs – 13 AV-ST3 Units

Dear Ms. Brown,

Thank you for giving Kifco the opportunity to work with the USDA for the procurement of replacement pump and engines, along with a complete inspection on the USDA's existing fleet of AV-ST3 Avi-FoamGuard® units.

Below you will find a detailed summary of what Kifco is proposing for each unit.

**Pump & Engine Replacement**

(b) (4)

**Included Replacements:**

(b) (4)





700 S. Schrader Ave.  
P.O. Box 290  
Havana, IL 62644  
(309) 543-4425  
(309) 543-4945 Fax  
[www.kifco.com](http://www.kifco.com)

Included Replacements (continued)

(b) (4)

Additional Equipment Upgrades

Each unit will receive the following equipment upgrades at no additional charge:

(b) (4)





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---

### Field Test

Each unit will be hooked up to water and field tested to ensure proper operation of all components. During the field test the each unit will be inspected prior to shipment for the following:

**Leaks:** Kifco will inspect and make sure there are no leaks from any gaskets or seals while water is flowing through the system. If any leaks are found, gaskets and or seals will be replaced.

**Accurate Operation:** During the field test, Kifco will ensure accurate operation of (b) (4) When testing, all valves will be actuated and inspected for ease of movement

(b) (4)

**Winterization:** Each unit will be properly winterized after testing

### Detailed Maintenance Inspection

The following items on each Avi-FoamGuard will be inspected to make sure they are in proper working order. Maintenance will be performed as described on each of the following:

**Drive Belts:** Each belt will be inspected for wear and tightness , adjusted accordingly and replaced if worn.



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#### Detailed Maintenance Inspection (continued)

(b) (4)

\*Gearbox: The gearbox will be inspected to make sure it is in proper working order. The oil level will be checked and refilled (if needed) on each gearbox.

Lubrication: During inspection, designated areas will be lubricated with a water resistant grease.

\* If any of the gearboxes (b) (4) are found to not be in proper working order and beyond repair, Kifco will promptly inform the USDA. Should the USDA approve replacing these components, a separate purchase order will need to be submitted by the USDA and would invoice separately. Cost of these components IS NOT included in the price provided in this proposal. Current pricing for these items are as follows:

(b) (4)

#### Common Wear Spare Parts

The following parts are considered common-wear items. To help ensure each unit remains in proper working order during a deployment, each unit will include 1 each the following spare parts:

(b) (4)

- 5.75" Gasket 4.3 ID

#### Delivery/Pick-up

The USDA will be responsible for delivering and picking up the Avi-FoamGuards to/from Kifco's Headquarters at 700 S. Schrader Ave., Havana, IL 62644.



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### Pricing

Pricing for this proposal is outlined below.

Price Each	Total Price - 13 Units
\$70,561.69	\$917,302.00

Note: Pricing provided above is based on a quantity of 13 total units. Changes in quantity will change pricing.

### Payment Terms and Timeline for Completion

(b) (4)

### Timeline

Work can commence 11 weeks from the time official purchase order and advanced payment is received. The USDA will deliver no more than 2 units at a time to Kifco. Turnaround time is expected to be 2 units every 2 weeks or sooner. The USDA shall provide Kifco with the contact information for pickup of the completed units in the event Kifco completes the work earlier than expected to accelerate shipments. Expected completion of all thirteen units is estimated at 23 weeks assuming timely delivery schedules can be maintained.

### Warranty

The new pump and engine components will be covered under the original manufacturer's warranties. Kifco will provide a 1 year Limited Kifco Warranty on parts and labor for each unit, commencing on the date the units leave our factory.

We look forward to discussing this proposal with you in the near future. Please do not hesitate to contact us if you have any questions.

Best regards,

(b) (6)

Kifco, Inc.



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January 26, 2021

Lisa Brown

USDA/Aphis

**Via Email:** [lisa.a.brown@usda.gov](mailto:lisa.a.brown@usda.gov)

In Re: Pump and Engine Replacement/Thorough Inspection and Repairs – 13 AV-ST3 Units

Dear Ms. Brown,

Thank you for giving Kifco the opportunity to work with the USDA for the procurement of replacement pump and engines, along with a complete inspection on the USDA's existing fleet of AV-ST3 Avi-FoamGuard® units.

Below you will find a detailed summary of what Kifco is proposing for each unit.

**Pump & Engine Replacement**

(b) (4)

**Included Replacements:**

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Included Replacements (continued)

(b) (4)

Additional Equipment Upgrades

Each unit will receive the following equipment upgrades at no additional charge:

(b) (4)



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### Field Test

Each unit will be hooked up to water and field tested to ensure proper operation of all components. During the field test the each unit will be inspected prior to shipment for the following:

**Leaks:** Kifco will inspect and make sure there are no leaks from any gaskets or seals while water is flowing through the system. If any leaks are found, gaskets and or seals will be replaced.

**Accurate Operation:** During the field test, Kifco will ensure accurate operation (b) (4) When testing, all valves will be actuated and inspected for ease of movement

(b) (4)

**Winterization:** Each unit will be properly winterized after testing

### Detailed Maintenance Inspection

The following items on each Avi-FoamGuard will be inspected to make sure they are in proper working order. Maintenance will be performed as described on each of the following:

**Drive Belts:** Each belt will be inspected for wear and tightness , adjusted accordingly and replaced if worn.





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#### Detailed Maintenance Inspection (continued)

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Lubrication: During inspection, designated areas will be lubricated with a water resistant grease.

\* If any of the gearboxes (b) (4) are found to not be in proper working order and beyond repair, Kifco will promptly inform the USDA. Should the USDA approve replacing these components, a separate purchase order will need to be submitted by the USDA and would invoice separately. Cost of these components IS NOT included in the price provided in this proposal. Current pricing for these items are as follows:

(b) (4)

#### Common Wear Spare Parts

The following parts are considered common-wear items. To help ensure each unit remains in proper working order during a deployment, each unit will include 1 each the following spare parts:

(b) (4)

- 5.75" Gasket 4.3 ID

#### Delivery/Pick-up

The USDA will be responsible for delivering and picking up the Avi-FoamGuards to/from Kifco's Headquarters at 700 S. Schrader Ave., Havana, IL 62644.



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#### Pricing - Option A

Option A Pricing for this proposal is outlined below.

Price Each - Option A	Total Price - 13 Units - Option A
\$70,561.69	\$917,302.00

Note: Pricing provided above is based on a quantity of 13 total units. Changes in quantity will change pricing.

#### Payment Terms and Timeline for Option A

(b) (4)

#### Pricing - Option B

If the USDA agrees to a timeline beginning October 15, 2021, Kifco is able to offer a discounted price (outlined below). As you know, Kifco's main line of business is irrigation. While we are able to begin work sooner, it would be ideal for our company to perform this work during the "off-season" of irrigation.

(b) (4)

#### Payment Terms and Timeline for Option B

(b) (4)

#### Timeline

Work can commence 11 weeks from the time official purchase order and advanced payment is received. The USDA will deliver no more than 2 units at a time to Kifco. Turnaround time is expected to be 2 units every 2 weeks or sooner. The USDA shall provide Kifco with the contact information for pickup of the completed units in the event Kifco completes the work earlier than expected to accelerate shipments. Expected completion of all thirteen units is estimated at 23 weeks from the date of order/advanced payment, assuming timely delivery schedules can be maintained.



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### Warranty

The new pump and engine components will be covered under the original manufacturer's warranties. Kifco will provide a 1 year Limited Kifco Warranty on parts and labor for each unit, commencing on the date the units leave our factory.

We look forward to discussing this proposal with you in the near future. Please do not hesitate to contact us if you have any questions.

Best regards,

(b) (6)

Kifco, Inc.

US Department of Agriculture (USDA)



Justification for Single Source or Brand Name Over Simplified Acquisition Threshold



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## Section 1: Single Source or Brand Name Justification

### 1.1 Identification of the Agency and Contracting Activity

**Veterinary Services (VS), Field Operations (FiOps), Logistics Center (LC)**

### 1.2 The Nature and/or Description of the Action Being Approved

*Describe the type of action being proposed – such as a negotiated sole source/limited source/brand name, etc.; the contemplated type of contract – such as firm fixed-price, time and materials, etc.; and the name of the proposed contractor(s). Example: The USDA proposes to enter into a limited source brand-name, firm fixed-price contract with XYZ Corporation, using the simplified procedures for certain commercial items under Federal Acquisition Regulation (FAR) Part 13.5*

**Enter Information about the Nature and/or Description of the Action Being Approved**

**The VS Field Operations Logistics Center proposes to enter into a sole source firm fixed-price contract with Kifco.**

### 1.3 Description of the Supplies or Services Required to Meet the Agency's Needs (Including the Estimated Value)

*Provide a concise description of the supplies or services required and include the estimated value. If the contract will include option periods, include the estimated value for the base period and each option period as well as the total estimated value (base plus all option periods).*

**Enter a Description of the Supplies/Services Required and the Estimated Value**

**Kifco will perform an upgrade and overhaul of thirteen AV-ST3 Avi-Foam Guard units which will include but not limit too replacing major components like the pumps, engines, supply hoses, pressure gauges, suction hoses, shocks, and elbows. In addition to replacing the above listed parts, Kifco will also perform a complete field test of each unit and a detailed maintenance inspection. Each unit will also receive additional equipment upgrades (i.e. (b) (4))**

**The LC will be notified additional issues found that are not covered in the quote and all additional costs (if any) will have to be approved before services are performed. The estimated cost of all services is \$917,302.00.**

**This will be a firm fixed price contract with no options. Per the attached quote, services will start approximately twelve weeks after contract award. The period of performance will be one year.**

### 1.4 Authority and Supporting Rationale

*Choose the statutory authority that permits other than full and open competition. Delete any authorities that are not applicable. Provide the additional detail for the applicable authority as noted below:*

#### 1.4.1 41 U.S.C § 1901

**41 U.S.C § 1901 - Simplified Acquisition Procedures up to \$7 million, as authorized by FAR 13.500(a) and implemented by FAR 13.501(a)**

**Enter information about the procedures.**

#### 1.4.2 41 U.S.C § 1903

**41 U.S.C. § 1903 - Special emergency procurement authority, up to \$13 million for contingency operations as authorized by FAR 13.500(c) and implemented by FAR 13.501(a).**

**Enter information about the emergency procurement authority or contingency operations.**

### 1.5 Statement Demonstrating the Unique Qualifications of the Proposed Contractor or Nature of the Action Requiring the Use of the Authority

*Provide a detailed explanation of the contractor's unique capabilities or qualifications, or the nature of the acquisition that requires the use of the authority cited. This is the most important part of the justification as it demonstrates that the prospective contractor has unique qualifications and/or specialized capabilities or expertise that is not prevalent in the marketplace.*

*Alternatively, for brand name requirements, provide detailed explanation of the unique attributes of the brand name item and explain why no other contractor or product/service can meet the Government's unique or specialized need. List other similar products*



*(if applicable) and explain why the other similar products lack the particular feature, do not meet, or cannot be modified to meet the Government's requirement, e.g., limited data rights, proprietary processes or technical data, etc.*

*If urgency is the rationale for limiting competition, explain the extent of serious harm or injury in financial, data, or other effects to the Government if the award is delayed.*

*If the rationale for limiting competition is authorized or required by statute, list the statute authorizing or requiring that the acquisition be made from a specified source or through another Agency, e.g., Federal Prison Industries (UNICOR – 18 U.S.C. 4124); Qualified nonprofit agencies for the blind or other severely disabled (Committee for Purchase from People Who are Blind or Severely Disabled – 41 U.S.C. chapter 85); sole source awards under the HUBZone Act of 1997 (15 U.S.C. 657a); sole source awards under the Veterans Benefits Act of 2003 (15 U.S.C. 657f); or sole source awards under the WOSB Program (15 U.S.C. 637(m)).*

Enter information about the contractor's unique qualifications.

## 1.6 Description of Efforts Made to Ensure Offers Are Solicited from as Many Potential Sources as is Practicable

*Describe efforts used to ensure offers were/will be solicited from as many sources as practicable. Include whether or not a Federal Business Opportunities (FedBizOps) announcement (FAR 5.2) was made and what response, if any, was received. Include the exception under FAR 5.202 if not synopsized. Describe whether any additional or similar requirements are anticipated in the future*

Enter information about the efforts made to ensure offers are solicited from as many potential sources as is practicable.

## 1.7 Determination by the Contracting Officer (CO) that the Anticipated Cost to the Government will be Fair and Reasonable

*Provide information as to how the anticipated cost to the Government will be determined fair and reasonable*

Enter information about the determination that anticipated cost will be fair and reasonable.

## 1.8 Description of the Market Research Conducted Among Schedule Holders and the Results or a Statement of the Reason Market Research Was Not Conducted

*Describe market research conducted and the results or the reason why no market research was conducted. Include responses received from FedBizOps announcement if used. Note: FAR Part 10.001 requires agencies to conduct market research appropriate to the circumstances: (a) before developing new requirements documents for an agency acquisition; (b) before soliciting offers for acquisitions with an estimated value in excess of the Simplified Acquisition Threshold (SAT); (c) before soliciting offers for acquisitions that could lead to a bundled contract; and (d) on an ongoing basis, take advantage of commercially available market research methods in order to effectively identify the capabilities of small businesses and new entrants into the market.*

**Enter information about the market research conducted or why market research was not conducted.**

**No market research was conducted. This is a sole source acquisition because Kifco owns the data rights (patent) for this equipment.**

## 1.9 Facts Supporting the Justification

*Provide additional information such as an explanation of why technical data packages, specifications, engineering descriptions, statements of work or purchase descriptions suitable for full and open competition have not been developed or are not available. When unusual and compelling urgency is cited as the basis for other than full and open competition, include the estimated cost, or other rationale for the extent and nature of the harm to the Government if normal procedures and timeframes were followed.*

Enter supporting facts.

**Kifco owns the data rights (patent) for this equipment.**

## 1.10 Listing of Sources That Expressed a Written Interest in the Acquisition

*List sources, if any, that expressed an interest in the acquisition.*

Enter listing of sources, if any.

### 1.11 Statement of Actions the Agency May Take to Remove or Overcome Any Barriers to Competition if Subsequent Acquisitions are Anticipated

*Describe actions that may or can be taken to remove any barriers to competition if subsequent acquisition/orders are anticipated, including challenges to restrictive data markings, data rights, preparation of a performance-based work statement, etc.*

Enter actions that may or can be taken to remove barriers to competition.

## Section 2: Certifications and Approvals

### 2.1 Program or Technical Personnel

Supporting data which form the basis for and included in this justification are certified accurate and complete.

---

Insert Name of Program or Technical Personnel

Insert Title of Program/Technical Personnel

### 2.2 Contracting Officer

The information contained in this Justification for Other Than Full and Open Competition is certified accurate and complete to the best of my knowledge and belief.

---

Insert Name of Contracting Officer

Contracting Officer

### 2.3 Additional Reviews and Approvals

*Signatures are required at each threshold below up to the total estimated dollar value of the acquisition.*

#### 2.3.1 Advocate for Competition for Procuring Activity

*Required if over \$700,000, but not exceeding \$13.5 million*

I have reviewed this justification and find it to be accurate and complete to the best of my knowledge and belief.

Therefore, unless additional approvals are required as prescribed below, as advocate for competition for the procuring activity, I hereby approve this justification.

---

Insert Name of the Mission Area Competition Advocate

Mission Area Advocate for Competition



### Section 3: Notes and Guidance

Delete these notes prior to finalizing document for signature.

*Acquisitions using the procedures in FAR Part 13.5 (e.g., commercial supplies/services valued at more than the Simplified Acquisition Threshold (SAT) but not exceeding \$7 million, including options), are exempt from the requirements in FAR Part 6; however, Contracting Officers must conduct sole source acquisitions (including brand name) under FAR 13.501 only if the need to do so is justified in writing and approved at the levels specified in FAR 13.501(a)(2).*

**Program personnel** are advised to work with contracting personnel early on in order to promote and provide for full and open competition to the maximum extent practicable. In circumstances permitting other than full and open competition, program personnel shall provide necessary information to contracting personnel to support and document the circumstances limiting competition through the use of this form.

**Advance planning.** Contracting without providing for full and open competition shall not be justified on the basis of (1) a lack of advance planning by the requiring activity or (2) concerns related to the amount of funds available to the agency or activity for the acquisition of supplies or services.

**Brand Name.** Items peculiar to one manufacturer can be a particular brand name, product, or feature of a product, peculiar to one manufacturer. A brand name item, whether available on one or more schedule contracts, is an item peculiar to one manufacturer. Brand name specifications shall not be used unless the particular brand name, product or feature is essential to the Government's requirements and market research indicates other companies' similar products, or products lacking the particular feature, do not meet, or cannot be modified to meet the Agency's needs. See below for posting requirements.

**Posting.** Contracting Officers shall make justifications publicly available (excluding brand name) within 14 days after contract award, in accordance with FAR 13.501(a)(1)(iii) and the procedures at FAR 6.305(a). In the case of unusual and compelling urgency, justifications shall be made publicly available within 30 days after contract award in accordance with FAR 13.501(a)(1)(iii) and the procedures at 6.305 (b), (d), (e), and (f). Brand name justifications shall be posted with the solicitation in accordance with FAR 5.102(a)(6).

**Screening.** Before posting this Justification, in accordance with FAR 6.305(e) and 24.202, the Contracting Officer is responsible to redact any information that is exempt from disclosure under Freedom of Information Act or information proprietary to the contractor.

**Signatures.** After review and completion by the Program Office and Contracting Officer, the Word document shall be converted to an Adobe PDF file and routed for electronic signatures. Adobe signature blocks shall include dates.





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March 25, 2021

Lisa Brown

USDA/Aphis

***Via Email: [lisa.a.brown@usda.gov](mailto:lisa.a.brown@usda.gov)***

In Re: Pump and Engine Replacement/Thorough Inspection and Repairs – 13 AV-ST3 Units

Dear Ms. Brown,

Thank you for giving Kifco the opportunity to work with the USDA for the procurement of replacement pump and engines, along with a complete inspection on the USDA's existing fleet of AV-ST3 Avi-FoamGuard® units.

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**Pump & Engine Replacement**

(b) (4)

**Included Replacements:**

(b) (4)



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(b) (4)

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### Detailed Maintenance Inspection

The following items on each Avi-FoamGuard will be inspected to make sure they are in proper working order. Maintenance will be performed as described on each of the following:

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#### Detailed Maintenance Inspection (continued)

(b) (4)

\*Gearbox: The gearbox will be inspected to make sure it is in proper working order. The oil level will be checked and refilled (if needed) on each gearbox.

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(b) (4)

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The following parts are considered common-wear items. To help ensure each unit remains in proper working order during a deployment, each unit will include 1 each the following spare parts:

(b) (4)

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Pricing for this proposal is outlined below.

Price Each	Total Price - 13 Units
\$70,561.69	\$917,302.00

Note: Pricing provided above is based on a quantity of 13 total units. Changes in quantity will change pricing.

### Payment Terms and Invoice Structure

(b) (4)

### Timeline

Work can commence 11 weeks from the time official purchase order and advanced payment is received. The USDA will deliver no more than 2 units at a time to Kifco. Turnaround time is expected to be 2 units every 2 weeks or sooner. The USDA shall provide Kifco with the contact information for pickup of the completed units in the event Kifco completes the work earlier than expected to accelerate shipments. Expected completion of all thirteen units is estimated at 23 weeks from the date of order/advanced payment, assuming timely delivery schedules can be maintained.

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We look forward to discussing this proposal with you in the near future. Please do not hesitate to contact us if you have any questions.

Best regards,

(b) (6)

Kifco, Inc.