

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER PAGE 1 OF 37

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER 2000003502 6. SOLICITATION ISSUE DATE 07/29/2015

7. FOR SOLICITATION INFORMATION CALL: **Chyra Lewis, Contract Specialist** b. TELEPHONE NUMBER (No collect calls) 202-260-8256 8. OFFER DUE DATE/ LOCAL TIME 08/18/2015, 01:00 pm Central Time

9. ISSUED BY CODE United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS) Commodity Procurement Staff 1400 Independence Ave SW, STOP 0239 Washington, DC 20250-0239 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR: : SMALL BUSINESS WOMAN-OWNED SMALL BUSINESS (WOSB) HUBZONE SMALL BUSINESS ECONOMICALLY DISADVANTAGED WOMEN OWNED SMALL BUSINESS (EDWOSB) SERVICE-DISABLED VETERAN - 8(A) OWNED SMALL BUSINESS NAICS: 311611 BUSINESS SIZE STANDARD: 500 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO CODE See paragraph B 16. ADMINISTERED BY CODE See Block 9

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE See Block 9

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 SEE PARAGRAPH C(14)(h)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Product: Ground Bison Contract Type: Firm-Fixed-Price (FFP) Period of Performance: Date of Award to 06/30/2016 See Schedule on the following pages.				

25. ACCOUNTING AND APPROPRIATION DATA 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ATTACHED ARE NOT ATTACHED 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ATTACHED ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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 29. AWARD OF CONTRACT: REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 30b. NAME AND TITLE OF SIGNER (Type or print) 30c. DATE SIGNED 31b. NAME OF CONTRACTING OFFICER (Type or print) James D. Sprandel 31c. DATE SIGNED

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Proposal Submission Checklist

SF 1449:

_____ Fill in Block 17a (Contractor Information required; Code and Facility Code not required)

_____ Sign in Block 30a, print name in Block 30b, and date in Block 30c

_____ Upload in PDF format into WBSCM

Provide acknowledgement of any/all amendments (SF-30)

_____ Fill in Block 8 (Contractor Information)

_____ Print name in Block 15a, sign in Block 15b, and date in Block 15c

_____ Upload in PDF format into WBSCM

Submit proposal parts specified in section E.1 of solicitation

_____ Proposal Part 1 – Technical Information, uploaded in PDF format into WBSCM

_____ Proposal Part 2 – Management and Workforce Practices and Policies, uploaded in PDF format into WBSCM

_____ Proposal Part 3 – Past Performance Information, uploaded in PDF format into WBSCM (See EXHIBIT 4)

_____ Proposal Part 4 – Prices (**Review Section B of this solicitation, in its entirety**)

_____ Offer Prices, uploaded in WBSCM using the MS Word document entitled THE SCHEDULE CHART

Please verify that you have included the above specified requirements for a complete proposal submission. Failure to include the above specified requirements may deem the offeror non-responsive. If you have any questions regarding the specified requirements, please refer to the solicitation or contact the contract specialist identified in block 7a and 7b of the SF1449 (first page) of this solicitation.

B) SCHEDULE

The information in the following table must be submitted in WBSCM for every item proposed using the attached MS Word document entitled “THE SCHEDULE CHART”.

THE SCHEDULE CHART					
CONTRACT LINE ITEM NO. (CLIN)	SUPPLIES/ SERVICES	DELIVERY PERIODS*	TRUCKLOADS QUANTITY (IN POUNDS)	UNIT PRICE	AMOUNT
0001	<i>Frozen Ground Bison</i> (Offerors must submit EXHIBIT 5 to complete product description)	<i>October 16 - 30, 2015</i>	<i>40,000 lb.</i>	<i>x.xxxx</i>	<i>xx,xxx</i>

***All destinations are delivered to Kansas City, MO**

1. Description of all columns in THE SCHEDULE CHART:
 - a. Contract Line Item Numbers (CLINS)
 - b. Offerors will indicate in the Schedule, their proposed product name. (The information in the shaded areas above are included to serve as an **example only**.) A product survey (See Exhibit 5) must be submitted for the proposed product
 - c. Delivery periods are predetermined to the following dates listed above.
 - d. Truckload quantity (in pounds) are predetermined. All truckloads shall equal 40,000 pounds.
 - e. Offerors will indicate in the Schedule, their proposed Unit Price, including transportation/freight costs. (The information in the shaded areas above are included to serve as an **example only**.)
 - f. Offerors will indicate in the Schedule, their proposed Amount (calculated total amount for each line item that they are proposing. TRUCKLOAD QUANTITY (in pounds) x UNIT PRICE) (The information in the shaded areas above are included to serve as an **example only**.)
2. All awarded product shall meet the product requirements in EXHIBIT 1 - ITEM DESCRIPTION AND REQUIREMENTS (IDR) FOR FROZEN GROUND BISON PRODUCTS.
3. **ALL OFFERORS MUST BE QUALIFIED PRIOR TO AWARD AND SUBMISSION OF ANY DELIVERABLES UNDER THIS CONTRACT.**

Information concerning qualification requirements can be obtained from the source identified in Section C under FAR 52.209-1, Qualification Requirements.

4. Delivery shall be:
 - a. FOB Destination;
 - b. Inclusive of all costs;
 - c. Within the delivery period specified in the Schedule. A PO will be issued specifying the half-month period in which each delivery must be made. The POs issued are for informational purposes only and do not represent an additional order. Also, the Contractor shall provide an advance ship notice in compliance with the included "Shipment and Delivery" section.
5. Period of Performance: The period of performance under this contract is the date of award to June 30, 2016.
6. Place of Acceptance: Final acceptance of the product shall be at the destination specified under the contract/purchase order.
7. Questions regarding this solicitation/contract will only be addressed in writing via email to both: Chyra Lewis, Contract Specialist at Chyra.Lewis@ams.usda.gov **and** James Sprandel, James.Sprande@ams.usda.gov

C) **CONTRACT CLAUSES**

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/>

2) **FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)**

3) **FAR 52.212-4 Contract Terms and Conditions – Commercial Items (MAY 2015)**

- Paragraph (a) of FAR 52.212-4 is superseded by FAR 52.246-2 Inspection of Supplies – Fixed Price (AUG 1996)
- Paragraph (g) of FAR 52.212-4 is superseded by the "Invoices and Payment Process" identified in the "Invoices and Payment" section of this document.

4) **FAR 52.215-2 Audit and Records – Negotiation (OCT 2010)**

5) **FAR 52.209-1 Qualification Requirements (FEB 1995)**

(For information regarding how to become a qualified bidder, visit <http://www.ams.usda.gov/commoditypurchasing>, or contact the Contracting Officer)

(a) *Definition.* “Qualification requirement,” as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification. Please contact:

(Name) Chyra Lewis
(Email) Chyra.Lewis@ams.usda.gov

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror’s Name _____

Manufacturer’s Name N/A _____

Source’s Name _____

Item Name _____

Service Identification N/A _____

Test Number N/A _____ (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government’s best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of

qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

6) FAR 52.211-11 Liquidated Damages – Supplies, Services, or Research and Development (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of **\$.0025 per pound** per calendar day of delay, not to exceed 45 days of delay.

(b) If the Government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract.

Act.

7) FAR 52.233-2 Service of Protest (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulations, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from USDA/AMS Commodity Procurement Division, Room 3932, STOP 0256; 1400 Independence Ave, SW, Washington, DC 20250-0256.

The copy of any protest shall be received in the office designated above within 1 day of filing

8) FAR 52.252-3 Alterations in Solicitations (APR 1984)

Portions of this solicitation are altered as follows:

a. 52.246-16 Responsibility for Supplies. (APR 1984)

Title and risk of loss will pass to USDA on the date of receipt of the product at the destination specified in the contract, as evidenced by suitable dated

documentation such as the consignee receipt, commercial bill of lading, warehouse receipt, dock receipt, or other similar signed and dated document evidencing delivery. If the Contractor has the product in storage and transfer of title is requested, title will pass to USDA as evidenced by the consignee receipt or commercial bill of lading or after final certification of the shipping unit by AMS agent. The Contractor is responsible for any shortage or damages as evidenced by the consignee receipt, goods receipt entered in Web Based Supply Chain Management (WBSCM), or other commercial receipt evidencing delivery of product.

Unless the contract specifically provides otherwise, risk of loss or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the commodity to a carrier, if contract delivery terms are f.o.b. origin; or
- (2) Acceptance by the Government at the destination specified in the contract, if contract delivery terms are f.o.b. destination.
- (3) If delivery is f.a.s. vessel, title and risk of loss and damage shall pass to USDA when the commodity is placed:

Alongside vessel within reach of its loading tackle,
or

On the dock designated by USDA if the vessel is not available, unless the Contractor failed to ship pursuant to the shipping instructions and USDA determines that such failure caused the commodity to arrive too late to be loaded aboard the vessel.

9) FAR 52.247-36 F.a.s. Vessel—Port of Shipment (APR 1984)

- (a) The term “f.a.s. vessel, port of shipment,” as used in this clause, means free of expense to the Government delivered alongside the ocean vessel and within reach of its loading tackle at the specified port of shipment.
- (b) The Contractor shall –
 - (1) (i) Pack and mark the shipment to comply with contract specifications; or
(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
 - (2) (i) Deliver the shipment in good order and condition alongside the ocean vessel and within reach of its loading tackle, at the point of delivery and on the date or within the period specified in the contract; and
(ii) Pay and bear all applicable charges, including transportation costs, wharfage, handling, and heavy lift charges, if necessary, up to this point;
 - (3) Provide a clean dock or ship’s receipt;

- (4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point specified in the contract; and
- (5) At the Government's request and expense, assist obtaining the documents required for (i) Exportation; or (ii) Importation at destination.

10) FAR 52.247-48 F.o.b. Destination—Evidence of Shipment (FEB 1999)

If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor—

Shall not submit an invoice for payment until the supplies covered by the invoice have been delivered to the destination; and

Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract;

If transportation is accomplished by parcel post, a copy of the certificate of mailing; or

If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

The Contractor is required to submit evidence of shipment and receipt documentation, along with a signed bill of lading with its invoice.

11) FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (MAR 2015)

- (a) The Contractor shall comply with the following Federal Acquisition Regulations (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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
 - (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)(19 U.S.C. 3805 note).

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

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).

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

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

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

52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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

52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

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

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

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

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

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

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

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

52.222-36, Affirmative Action for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

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

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

52.223-18, Contractor Policy to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

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

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).

(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: None indicated.

(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, or 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 clauses at:

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

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

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

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

(vii) 52.222-40, 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 Labor Standards (May 2014) (41 U.S.C. Chapter 67)

(ix) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. Chapter 78 and E.O. 13627).

(x) 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).

(xi) 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).

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 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.

(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.

12) Agricultural Acquisition Regulations (AGAR) Clauses Incorporated by Reference and Full Text

AGAR 452.246-70 Inspection and Acceptance (FEB 1988)

AGAR 452.246-70 Inspection and Acceptance – Alternate I (FEB 1988)

AGAR 452.247-70 Delivery Location (FEB 1988)

AGAR 452.247-71 Marking Deliverables (FEB 1988)

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

AGAR 452.209-71 Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (FEB 2012)

(a) This award is subject to the provisions contained in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, as amended and/or subsequently enacted, regarding corporate felony convictions and corporate federal tax delinquencies. 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 debaring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these 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, USDA, AMS, may terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739, as amended and/or subsequently enacted.

13) USDA/AMS Specific Requirements

a. Domestic Products

All products used in fulfilling contracts or delivery orders awarded must be of 100 percent domestic origin, meaning that they are produced and processed from products, including maltodextrin (products), which were grown, raised, harvested, produced, processed, and stored only in the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred to as “the United States”). If the Contractor processes or handles products originating from sources other than the United States, the Contractor must have an acceptable identification and segregation plan for those products to ensure they are not used in commodities under this contract. This plan must be made available to an AMS representative and the Contracting Officer or agent thereof upon request. The Contractor must ensure that the Contractor and any subcontractor(s) maintain records such as invoices, or production and inventory records evidencing product origin, and make such records available for review by the Government in accordance with FAR 52.215-2.

The Contractor agrees to include this domestic origin certification clause in all subcontracts for products used in fulfilling contracts awarded under Contract. The burden of proof of compliance is on the Contractor.

Domestic origin verification requirements must be included in the Contractor’s technical proposal, if applicable. Otherwise, prior to any work performed under the applicable contract or purchase order that was awarded, the attached form (EXHIBIT 2 – Domestic Origin Certification) must be completed, and must be presented to an AMS representative, the Contracting Officer, or agent thereof upon request.

b. Food Safety and Inspection Requirements

Facilities used in fulfilling USDA contracts must be operating under the provisions of the Voluntary Exotic Animal Inspection Program of the FSIS contained in Title 9 C.F.R. Subpart 352. Offerors that are not operating under the provisions of the Voluntary Exotic Animal Inspection Program of the FSIS contained in Title 9 C.F.R. Subpart 352 will be deemed non responsive.

c. Loading and Sealing of Vehicles

Loading must be in accordance with good commercial practices and the sealing must be done at origin under the supervision of a USDA, AMS certification agent or if applicable by a person authorized by the company to act on its behalf. Therefore, all delivery units—truck lot and less-than-truck lot (LTL) quantities—must be secured at all times prior to unloading with tamper-resistant, serially numbered, high-security seals. Suppliers of commodities, products and/or services shall be responsible for placing seal(s) on all doors of each transportation conveyance upon completion of loading or servicing. Seals shall be serially numbered, barrier-type and meet the American Society for Testing and Materials (ASTM) standards (F-1157-04) and/or the International Organization for Standards (ISO) 17712-2010. Seals shall be 1/8th inch diameter cable, high-security bolt, or equivalent. The contractor must maintain a record of each seal

number used per truck lot and LTL delivery unit. Additionally, the contractor must ensure that the applicable seal identification number is on each bill of lading, shipment manifest, certificate, or delivery documents for each delivery destination.

When LTL delivery units are transported on the same trailer and destined for multiple recipients, the trailer must be sealed after each delivery. The seal number must be recorded on the appropriate delivery documents and correspond with the applied seal at the time of arrival at the next destination. It will be the responsibility of the contractor to provide a sufficient number of seals to the carrier service and to ensure that the trailer is sealed after each delivery destination. Failure to seal the trailer after each stop may result in rejection of the shipment by the recipient agency at the next scheduled stop and rejection of any subsequent deliveries on the trailer.

1. Railcar. Each railcar must be sealed. The contractor is responsible for arranging for railcar deliveries of more than one delivery unit so that each delivery unit contained in the same railcar can be completely separated and sealed.
2. Truck or Piggyback. Truck or piggyback shipments must be sealed at origin. A delivery unit shipped by truck or piggyback which includes split deliveries to multiple destinations will require sealing after each drop.

If the load is rejected by the recipient agency, the Contractor shall return the load to its plant and have the product re-inspected for condition of container, and condition of the product (for frozen products), and reseal the truck in the presence of the USDA, AMS agent. The new seal number must be recorded, and a new certificate for condition of container must be issued and presented to the recipient agency. The Contractor is responsible for all costs (freight, re-inspection fees, etc.) associated with rejected loads.

d. Web-Based Supply Chain Management (WBSCM) System

1. WBSCM Registration. Potential new suppliers must complete a WBSCM vendor registration form and meet all financial requirements prior to being entered into WBSCM. In addition, the firm must meet all technical requirements for producing the product prior to being able to submit offers in WBSCM. Refer to “Qualification Requirements for Prospective Contractors Selling Commodities to USDA” instructions and additional information for new vendors located on the AMS website at <http://www.ams.usda.gov/commoditypurchasing>.

A new supplier must designate an individual who will serve as the Corporate Vendor Administrator and an individual who is authorized to submit offers for the company. Once approved, USDA will assign the roles in WBSCM and the vendor will be able to submit offers for those materials (commodities) they are qualified to supply. In the event a vendor submits offers for materials they are not qualified to supply, the Contracting Officer will rule those offers as non-responsive and the offers will not be considered for those materials.

The Corporate Vendor Administrator’s responsibilities include: 1) entering all plant(s) and shipping point(s) that company plans to utilize for USDA production, 2) assigning plant/headquarter staff member(s) to the appropriate plant(s) and shipping point(s), and

3) assigning the roles to each staff member to perform the various functions required in WBSCM.

Once the supplier has been approved and the proper role(s) assigned, they may access WBSCM to submit offers. The web address is: <https://portal.wbscm.usda.gov/irj/portal>.

2. Submission of Offers in WBSCM. Offers must be submitted via the Internet by accessing the WBSCM. EXHIBIT 3 provides system and computer setting requirements for accessing WBSCM.

Offers submitted by any means other than WBSCM will be considered nonresponsive.

Once connected to WBSCM, follow the online procedures. Click on the “Help” button for detailed instructions on using the system, or contact the WBSCM Help Desk.

AMS will not be responsible for any failure attributed to the transmission of the offer data prior to being accepted and stored in WBSCM including, but not limited to the following:

1. Any failure of the offeror’s computer hardware or software.
2. Availability of the offeror’s Internet service provider.
3. Delay in transmission due to the speed of the offeror’s modem.
4. Delay in transmission due to excessive volume of Internet traffic.

Offerors are advised to allow sufficient time to input offers on the offer due date to accommodate for any high volume of internet traffic.

Offers, modifications, or withdrawals of offers must be received in WBSCM by the time prescribed in the applicable Solicitation. Whether an offer, modification, or withdrawal is received within the time limitation will be determined by the latest time recorded in WBSCM.

3. WBSCM OFFER FORM. Offers submitted in WBSCM must consist of the following areas:

- 1) response to attribute questions associated with the specific solicitation
- 2) offeror must attach all required documents to the vendor’s offer in WBSCM, including but not limited to the offeror’s technical proposal, additional price proposal information and any supporting documents to the price proposal, and past performance information.

All sections of the offer form must be completed prior to final submission in WBSCM.

Complete the certifications (attributes questions) using the following as a guide.

1. Offer is made subject to the Item Description and Requirement (IDR) or applicable supplement and/or Specifications(s); the Solicitation; the Agriculture Acquisition Regulations (AGAR); and the Federal Acquisition Regulations (FAR).

2. Timely Performance Certification: All products required under any existing USDA contract(s)/purchase order(s) or subcontract(s) with a not-later-than delivery date prior to this bid opening _____. Choose one:
 - (a) Have been delivered.
 - (b) Have not been delivered.
 - (c) Have not been delivered, but the Offeror has notified the Contracting Officer.
 - (d) There are no existing contracts.

3. Offeror requests HUBZone small business price evaluation preference (YES) (NO). Applies only to firms certified in the Small Business Administration's Historically Underutilized Business Zone program (FAR subpart 19.13).

4. Furnish name, title, phone number and e-mail address of person submitting this offer (must be an officer of the company or a person authorized to execute contracts on behalf of the offeror).

Note: There may be additional certification (attribute) questions depending on the material that is being offered.

e. Contract Compliance

The contractor must assure compliance with all requirements of this Contract, and any applicable IDR prior to delivery of product to USDA for acceptance. Examination and certification by USDA is solely for the benefit of USDA and will not relieve the contractor of its obligation and responsibility to deliver a product which complies with all requirements of the Contract. USDA approval of any part of the production process, including but not limited to equipment, will not relieve the contractor of the responsibility for performing in accordance with the contract.

1. A copy of the USDA QAD inspection and grading certificate (Form 1426A) provided by the USDA examiner must accompany each shipment.

f. Shipment and Delivery

Shipment and delivery must be made in accordance with this Contract, the Item Description and Requirement (IDR) or the applicable Commodity Specification and/or Supplement. The Contractor must complete the Advance Ship Notice (ASN) in WBSCM prior to delivery of the product to the awarded destination. Contractors are encouraged to create the ASN for the purchase order item number as soon as a delivery appointment has been scheduled, but not less than 24 hours. The Contractor must provide accurate information when creating the ASN. The ASN provides an alert to the appropriate recipient agency that the product will be shipped for a sales order.

The creation of the ASN does not relieve the Contractor or Subcontractor of their responsibility to obtain an unloading appointment. Delivery appointments shall be made

as far in advance of expected delivery as possible, but not less than 48 hours prior to delivery.

USDA has provided an excel template in a comma delimited (csv) format that allows the Contractor to upload delivery order line items that will create multiple ASNs.

When notified of shipments, consignees may request upgrading of delivery services or delivery to an alternate warehouse; for example, delivery within the consignee's premises or to a specific room within a building. Such delivery terms are beyond USDA contractual requirements. Any negotiations to upgrade services are between the Contractor and consignee and any additional charges for special delivery terms are between consignee and Contractor. Any charges invoiced to USDA for additional delivery services will be denied.

When making deliveries to more than one destination from the same railcar, the quantities required at each stop off must be placed in separate compartments under seal. Each railcar compartment must be stacked in a manner that will preclude containers shifting while in transit.

1. F.O.B Origin

If the commodity offer price is on the basis of delivery f.o.b cars or trucks at origin and the Contractor requests a change in the shipping point named in the contract and such request is approved by USDA, any additional cost of transportation and related services shall be deducted from payments otherwise due the Contractor and any savings shall accrue to USDA. For f.o.b. origin prices, the Government will add the cost of transportation to the offer price in evaluation and award.

2. F.O.B. Destination or F.A.S. Vessel

If the commodity offer price is on the basis of delivery f.o.b. cars or trucks at destination or f.a.s. vessel at designated ports and if USDA orders delivery of the commodity in a manner or to destinations other than those stated in the contract, any additional cost of transportation and related services shall be for the account of USDA and any savings will accrue to USDA.

When a place of delivery is changed by USDA, the contract price shall be adjusted for any resulting increase or decrease in the cost of performance in accordance with best available information as determined by USDA. No adjustment shall be made for changes in transportation costs when commodities are identically priced for delivery regionally or nationally and the place of delivery is changed within the area to which the identical price applies. In all other cases, price adjustments due to changes in transportation costs shall be determined by USDA prior to shipment. If USDA orders delivery to a destination other than the original destination named in the contract, transportation costs adjustments will be made by the AMS Commodity Procurement Staff.

3. Checkloading

a. The Contractor shall not load the commodity for shipment or transfer the

commodity for store unless, at the time of such loading or transferring, the commodity is checkloaded by USDA or by a person of the inspection or grading service designated by USDA. The Contractor is responsible for giving notice in sufficient time for a USDA agent to be present. The cost of checkloading shall be for the account of the Contractor. Checkloading refers to identifying the commodity which was previously inspected and found to meet contract requirements, examining the commodity at the time of loading or transferring for condition of containers and for compliance with labeling and container marking requirements, and determining the number of containers per car, truck, or lot.

- b. Checkloading by persons licensed or authorized by USDA shall not relieve the Contractor of the obligation to affect a delivery of the commodity meeting contract requirements or constitute a waiver of any of USDA's rights under the contract. The certificates issued as a result of such official checkloading shall be only prima facie evidence of the number and condition of containers.
- c. The Contractor shall be liable for all shortages which occur before delivery, except that if shipment is by common carrier, the Contractor shall not be liable for a shortage reported at destination unless it can be established, notwithstanding the checkloading certificate, that there was an actual shortage at the time of loading for shipment.
- d. This paragraph (d) is not applicable to purchases delivered f.o.b. origin. If the shipment is by truck and USDA specifically requests "Exclusive Use of Vehicle," USDA will reimburse the Contractor for any additional transportation costs due to shipment under "Exclusive Use of Vehicle." The sealing of trucks as part of the checkloading procedure shall not be construed as such a request. In the absence of such a request by USDA, any additional cost of transportation and related services due to shipment under "Exclusive Use of Vehicle" shall be for the Contractor's account. The Contractor shall be responsible for making such arrangements as may be necessary to prevent the application of "Exclusive Use of Vehicle" charges when such charges result in higher transportation costs. The arrangements to be made by the Contractor may include an instruction to the checkloader not to seal the truck when the sealing will result in "Exclusive Use of Vehicle" charges. If, notwithstanding such arrangements, the checkloader seals the truck, the Contractor shall have the responsibility for removing the seals.
- e. The USDA Grader will be responsible for certification of compliance at time of shipment, as evidenced by the USDA Grading Certificate (1426A), for the following items:
 - 1) Domestic origin.
 - 2) Labeling and marking – Must meet all FSIS requirements.
 - 3) Product must conform to the label and photo submitted in the offeror's Technical Proposal
 - 4) Test weighing.
 - 5) Bags/packaging must be sealed.
 - 6) Checkloading (packaging/packing) in accordance with technical proposal
 - 7) Condition of finished product – The product must be free of rancidity; free of fruity, sulfide-like, cardboard tallowy, oily, oxidized, metallic, chlorine, or other foreign or off-odors; free of foreign materials (e.g., glass, paper,

rubber, metal, plastic etc.). The product must show no evidence of mishandling or deterioration.

- 8) Unitization of product (must be palletized and stretch-wrapped).
- 9) Sealing of the transport vehicle (high security seal).

4. Early Delivery

The Contractor may deliver early if the recipient agency agrees to accept early delivery and upon AMS personnel being available to perform any necessary checkloading and final acceptance requirements, if applicable.

5. Compensation for Delays in Delivery

Timely delivery is important to fulfill the nutritional and dietary needs of persons for whom the commodity is intended. Failure to deliver the commodity during the delivery periods, for reasons other than causes beyond the control and without the fault and negligence of the Contractor, may be grounds for termination of that line item, termination of the entire contract, or assessment of liquidated damages.

If a Contractor determines that it will not be able to deliver the commodity by the Not-Later-Than (NLT) delivery date, the Contractor shall notify the Contracting Officer immediately. If the reason for not meeting the NLT delivery date is beyond the control or negligence of the Contractor, the Contractor is required to submit a waiver request within 2 working days after the scheduled NLT delivery date. Failure to submit a waiver request within the time specified will result in liquidated damages being assessed. Waiver requests submitted after the time specified will not be accepted. See Section C.6 for liquidated damages.

If a Contractor delivered a product and the product is rejected, the Contractor shall deliver an acceptable replacement product prior to the end of the NLT delivery date and liquidated damages will not be assessed. However, if the replacement product will be delivered beyond the NLT delivery date, liquidated damages will be assessed.

When deliveries are made by contract carrier or vendor's own vehicle, the date shown on the signed commercial bill of lading will be considered the date of delivery.

g. Liability for Losses Due to Deterioration, Spoilage, or Recall

1. Loss Due to Deterioration or Spoilage

The Contractor shall reimburse USDA for all losses due to deterioration or spoilage sustained by USDA for which the Contractor is responsible, but only if such losses are discovered within a reasonable time, as determined by USDA, after delivery. The Contractor agrees to reimburse USDA for such losses within 10 days after date of billing by USDA. That part of the commodity as to which USDA makes a claim based on deterioration or spoilage shall be held by USDA subject to disposition

instructions of the Contractor (unless the nature of the deterioration or spoilage is such as to require condemnation and destruction as determined by USDA or its authorized representative) but need not be held by USDA in excess of 30 days after USDA sends notice of such claim to the Contractor. In lieu of reimbursing USDA, the Contractor may replace the deteriorated or spoiled commodity with an equal quantity of commodity which conforms to all contract requirements, Item Description and Requirement (IDR), and/or any other applicable specifications, if such replacement is agreed to by USDA.

2. Loss Due to Product Recalled for Health or Safety Risk

The Contractor shall be held liable for failure to meet all contract requirements. In the event the commodity or commodity product is recalled due to a health or safety risk, the Contractor is responsible for all costs associated with removal and replacement of recalled commodities or products, and reimbursement of State and local costs incurred as a result of the recall, as outlined in the Food and Nutrition Service's (FNS) Commodity Hold and Recall Process. A copy of this report can be obtained at: <http://www.fns.usda.gov/fdd/foodsafety/hold-recallpros.pdf>. These costs include, at a minimum, storage, transportation, processing, and distribution of the commodities or products.

h. Invoices and Payment Process

1. Submission of Invoice in WBSCM.

Invoices requesting payment must be submitted by the Contractor electronically through WBSCM. Invoices for payment must include an electronic copy of the following documents:

- a. An official inspection and checkloading certificate(s), if applicable;
- b. The certificate of conformance, if applicable;
- c. The signed bill of lading (BOL) or other commercial receipt signed by recipient agency evidencing delivery date and quantity of product delivered, or destination USDA inspection certificate or report evidencing delivery of product;
- d. Other required documents identified in the Item Description and Requirement (IDR);
- e. Authorization letter from the Contracting Officer for reimbursement of extra cost, if applicable; and
- f. Any waivers granted by the Contracting Officer, if applicable.

Any requests for transportation and protective service charges must be submitted to the Contracting Officer for approval prior to invoicing. The invoices for reimbursement of transportation and protective service charges, if any, must be supported by the original or a copy of carrier's receipted freight bill or invoice. If shipment is by contract carrier, the Contractor's invoice must also be supported by a copy of the contract between the Contractor and the truck or rail line showing the schedule of rates, or a copy of the truck or rail line's published rates, or a copy of the truck or rail line's published rates.

Invoice must include the quantity of what is awarded on the Purchase Order unless a waiver has been granted by the Contracting Officer. Invoices must be submitted on a full

truckload quantity, or multiples thereof; invoices for less than full truckload quantities may not be accepted. Invoice quantity must match the quantity awarded on the Purchase Order unless a waiver has been granted by the Contracting Officer.

Submission of an invoice when all contract terms and conditions have not been satisfied may subject the Contractor to civil and criminal penalties as provided in Titles 15, 18, and 31 of the United States Code. The USDA will make payment to the Contractor of any amounts due with respect to each delivery invoiced.

In order for the contractor to receive payment on an invoice the following three action items must be completed:

- 1) ASN must be created in WBSCM;
- 2) Goods Receipt entered by the recipient agency representative; and
- 3) Invoice submitted in WBSCM with all supporting documents attached.

Payment is due after submission of a properly prepared invoice in WBSCM, with the required supporting documentation, within the time indicated below.

If the items delivered are:	Payment must be made as close as possible to but not later than:
<i>Meat or meat food products.</i> As defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Public Law 98-181, including any edible fresh or frozen poultry meat, and perishable poultry meat food product, fresh eggs, and any perishable egg product.	7 th day after submission of a properly prepared invoice in WBSCM.

For the purpose of payment, the date of delivery of each shipment of product will be the date of receipt in WBSCM of a properly documented invoice package and the Goods Receipt (GR) entered by recipient agency. If the GR was not entered, payment will be based on the signed BOL submitted with the invoice. If the GR was not entered and no signed BOL was submitted with the invoice, the invoice will be rejected.

In addition to the submission of the invoice package with supporting documents identified within this section, the following actions must be completed in WBSCM before payment will be made. These actions will be dependent on what material (commodity) type is being procured. Please refer to the appropriate commodity supplement or specification for type of match needed.

- 1. Four way match - PO, Inspection Plan, GR, and Invoice with supporting documentation attached, or**
- 2. Three way match – PO, GR, and Invoice with supporting documentation attached.**

USDA payments must be made directly to a financial banking institution as listed in the SAM.

D) CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS:

EXHIBIT 1 - ITEM DESCRIPTION AND REQUIREMENTS (IDR) FOR FROZEN GROUND BISON

The item must be produced in accordance with Food Safety and Inspection Service (FSIS) regulations and this item description and requirements.

A. Background: The 2014 Farm Bill authorized the Secretary of Agriculture to purchase traditional foods up to \$5 million to be distributed to Federal food assistance program recipients that participate in the Food Distribution Program on Indian Reservations (FDPIR). Bison is a traditional food that was requested by program recipients and provides a source of lean, high-quality protein.

B. Scope: To purchase frozen ground bison in household sizes to support the FDIPR Program.

C. Specific Tasks

1) General Tasks

The contractor shall provide the necessary products to satisfy the requirements defined herein. The Government is seeking commercial supplies that industry normally sells to customers at competitive prices.

2) Commercial Items

C.2.1 The contractor shall deliver product that is retail pack and retail labeled, suitable for household distribution, including 1-2 person households not to exceed 3lbs per retail pack. Pack type and size must be specified in the proposal. All truckloads shall equal 40,000 pounds.

C.2.2. Products may be from current production or from frozen inventory; however product must not have been in freezer storage more than 6 weeks from date of delivery.

C.2.3 Contractor shall be able to provide products to recipients within delivery periods specified in the Schedule and as stated on the Purchase Order(s) issued subsequent to award.

C.2.4 The contractor shall maintain a consistent raw material supply line for this product throughout the period of the contract.

C.2.5 The contractor must provide a product that is visually consistent with products available in the commercial marketplace.

C.2.6 The contractor shall seal the product in packaging that is consistent with commercial practices for this type of product.

EXHIBIT 2 - DOMESTIC ORIGIN CERTIFICATION

This form must be completed by an authorized company official or their designee for each contract/purchase order delivery awarded. The completed form must be presented to a representative of the USDA, Agricultural Marketing Service (AMS), certification agent at the processing facility; the completed form must also be presented to the USDA Contracting Officer or agent thereof upon request. ***If imported product is brought into the facility during the production and shipment of product for this contract, it is the contractor’s responsibility to notify the applicable certification branch.*** Each contractor and/or processing facility under this contract must have a copy of this form on file.

Solicitation Number: _____
Contract/Purchase Order Number: _____
Product: _____

Does your company process or handle products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands?

YES NO If yes, attach a copy of your segregation plan explaining how such product is stored and processed separate from domestic product..

Do any of your Subcontractor/Suppliers process or handle products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands?

YES NO If yes, attach a copy of each subcontractor’s/supplier’s segregation plan explaining how such product is stored and processed separate from domestic product.

I certify that all products sold to the Department of Agriculture are of 100 percent domestic origin and that all above statements are true. I further certify that traceability documentation will be made available to USDA, Agricultural Marketing Service representatives upon request. **WARNING: 18 U.S.C. Part 1, Chapter 47, Section 1001 states that “Except as otherwise provided in this section, whoever, in any manner within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully (1) falsifies, conceals, or covers up by any trick, scheme, or devise a material fact; (2) makes any materially false, fictitious or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain materially false, fictitious, or fraudulent statement or entry; shall be fined under this title or imprisoned not more than 5 years, or both.**

Signature: _____
Print and Sign Name (Only authorized signatures)
Title: _____
Company: _____
Date: _____

EXHIBIT 3 - WBSCM MINIMUM SYSTEM REQUIREMENTS

Information on applicable WBSCM information and settings to be used can be found at the Website address:

<http://www.ams.usda.gov/AMSV1.0/ams.fetchTemplateData.do?template=TemplateN&page=CPDWBSCMInfo>

If one needs WBSCM assistance, please send an e-mail to the WBSCMAMSHelpDesk@ams.usda.gov along with a screen shot of the issue, if applicable.

The site also contains instructions on submitting offers and invoices in WBSCM under the AMS Designated Laboratory Program section.

Instructor Lead Training

AMS provides USDA approved vendors opportunities to participate in LiveMeeting training sessions focusing on various topics, including: Submitting Offers, Advanced Shipping Notifications, Invoices and brief overview of the Corporate Vendor Administrator duties.

- Next Opportunity – Review the AMS [Notices and Press Releases](#) for information about current WBSCM training opportunities and other WBSCM news.

Written Guidance

- WBSCM FAQ's (PDF)

System Information

- Verifying Internet Explorer Settings (PDF) 01/20/2015
- Accessing WBSCM for the First Time (PDF) 05/31/2011
- WBSCM Recommended System Compatibility (PDF) 08/01/2014

Pre-Award Processes

- Release 3.4 Changes and Instructions (PDF) 05/05/2015
- Submitting an Offer on IFB Solicitations (PDF) 07/22/2014
- Submitting an Offer on Long-Term/RFP Solicitations (PDF) 09/17/2014

Post-Award Processes

- Waiver Request - Instructions (PDF); Waiver Request Templates (Word) 4/23/2015
- Printing a Purchase Order (PDF) 06/19/2013
- Export Purchase Order to Excel (PDF) 06/12/2011
- Advanced Shipment Notifications – Create Single ASN (PDF) 10/03/2013
- Advanced Shipment Notifications – Upload Multiple ASN (PDF) 07/08/2013
- Multiple ASN Upload template (CSV) 06/14/2013
- Create Invoice/Resubmit Procedures (PDF) 06/03/2013

WBSCM Reports

- New Purchase Order Item Report (PDF) 04/30/2015
- Vendor Business Partner Report (PDF) 01/19/2012
- Create ASN Report (PDF) 10/01/2013
- Goods Receipt Report (PDF) 10/01/2013
- List of Invoices (PDF) 10/01/2013
- List of Purchase Orders (PDF) 10/01/2013
- Print Multiple Purchase Orders (PDF) 10/01/2013

AMS Designated Laboratory Program (ADL)

- Creating Invoice for ADL Vendors (PDF) 05/20/2015
- Submitting Offers for ADL Vendors (PDF) 05/20/2015

Miscellaneous

- Corporate Vendor Administrator Roles and Responsibilities (PDF) 06/26/2013
- The Process Vendor Flow (PDF) 04/24/2012
- AMS Long Procurement Number Description for Solicitations (PDF) 04/30/2011
- WBSCM Public Procurement Site (link)

These documents are in PDF format and require the [free Adobe Reader](#) – The Adobe Acrobat Reader lets you view and print PDF files on all major computer platforms.

EXHIBIT 4 - PAST PERFORMANCE REFERENCE INFORMATION

INSTRUCTIONS: Offerors must submit recent and relevant information concerning contracts and subcontracts (Federal, State, local government or private) which demonstrates their ability to perform the proposed effort. (One contract reference per form. Form may be duplicated):

Contract Number:

Contractor (Name, Address, Zip Code, Telephone number and Email Address):

Type of Contract:

Contract Dollar Value:

Date of Award: _____

Date Completed: _____

If not completed, provide status:

Type/Extent of Subcontracting:

Product/Service Description, Location & Relevancy of Work:

Percentage of Work Completed by your company: _____

Name, Address, Telephone Number and Email Address of Contact Person and their position:

EXHIBIT 5 – PRODUCT SURVEY

	Product <i>(EXAMPLE)</i>
VENDOR PRODUCT CODE	123456789
PRODUCT NAME	Frozen Ground Bison
PACK/PIECE NET WEIGHT (LB.)	0-3 lb./bag
UNIT (CASE, CARTON, ETC.)	Case
PACKAGES PER UNIT	2 chubs/case
UNIT NET WEIGHT (IF VARIABLE WEIGHT, STATE RANGE)	2.5 lb.
IF VARIABLE WEIGHT, STATE AVERAGE NET WEIGHT	41 lb.
GROSS WT. PER UNIT (IF VARIABLE WEIGHT, STATE AVERAGE GROSS WEIGHT)	40 lb.
NET WEIGHT PER TRUCK	40,000 lb.
UNITS PER TRUCK (40,000 LB./NET WEIGHT PER UNIT)	1,000

E) SOLICITATION PROVISIONS

1) FAR 52.212-1 Instructions to Offerors – Commercial Items (APR 2014)

The offeror shall submit proposals in four parts: Part 1 - Technical Information, Part 2 - Management and Workforce Practices and Policies, Part 3 – Past Performance, and Part 4 - Price. The format for each proposal part is described below. Offerors shall submit all four parts to be eligible for award. Each part should be separate and complete within itself.

Note: Parts 1, 2, 3, and 4, must be submitted via WBSCM as an attachment in MS Word or PDF.

Proposal Part 1 – Technical Information

The cover page of the Technical Information Proposal should include the following:

1. Identify submission as a technical information proposal.
STATE: Technical Information Proposal for Solicitation 2000003502 [insert product name].
2. Name and complete physical address of offeror including contact person, telephone number, FAX number, and email address. Include both street and mailing address if different.
3. Name and complete address of (a) processing plant(s) and (b) shipping point(s). If a shipping point is the same as the processing point, state “Same”.
4. Name and complete address of office to receive delivery orders including contact person, telephone number, FAX number, and email address. Include both street and mailing address if different.
5. Signature and title of the person submitting the offer on behalf of the offeror. The person submitting the offer must be an officer or representative of the contractor authorized to sign.
6. The offeror must also provide letters from its suppliers to demonstrate a consistent raw material supply line for this product for the entire period of the contract.
7. In addition the offeror shall supply the following:
 - i) Include the offeror’s item number, if applicable. If submitting a proposal for an AMS Commodity Specification material, indicate the item number.
 - (ii) Include pack type, size, case gross weight, and cases per truckload.
 - (iii) Include a sample of the label and actual photo of the product that will be used.
 - (iv) Include a description of how the bag/package will be sealed
 - (v) If product has additional ingredients, provide formula breakdown

- (vi) Date packed (if previously produced), or specify current production. “Current production” means produced on or after the date of award of contract.
- (vii) Facilities (name, physical address and establishment number)
- (viii) Production facility (name and physical address)
- (ix) Subcontractors (name and physical address)
- (x) Storage facility (name and physical address)
- (xi) Domestic origin statement

Proposal Part 2 – Management and Workforce Practices and Policies

Offerors should describe management strategies and control procedures to be used in achieving performance under the contract, such as the management of any subcontractors, strategies to manage risk, and management support and participation in implementation of procedures; specific technical skills to be employed on a full-time, part-time, interim, or temporary basis; plans for initial and on-going training of contractor and subcontractor personnel to ensure tendering of supplies that meet contract requirements; plans for on-going coordination of security clearances, whenever applicable; and the efficacy of policies and procedures in place for the recruitment, development, and retention of a safe, qualified, and diverse workforce.

Proposal Part 3 – Past Performance

Each offeror should provide three (3) written past performance references for similar contract/orders completed within the past 3 years (or contracts/orders which are currently being completed) using the attached EXHIBIT 4 – PAST PERFORMANCE REFERENCE INFORMATION form.

Proposal Part 4 – Price

Offerors shall propose pricing information as specified in Section B.

QUESTIONS regarding this RFP are due on or before 10:00 am Central Time, on Monday, August 3, 2015 via email, to both Chyra Lewis, Chyra.Lewis@ams.usda.gov and James Sprandel, James.Sprandel@ams.usda.gov with “Questions concerning Solicitation 2000003502 Frozen Ground Bison” in the subject line. AMS will accept and make every attempt to answer questions that are submitted after this date and prior to the due date of the solicitation. However, AMS cannot guarantee that we will be able to answer untimely questions. Answers to questions will be issued in writing via an amendment to the solicitation.

A CONFERENCE CALL regarding this RFP will be held at 1:00pm Central Time on Tuesday, August 4, 2015. To assist with vendor participation, AMS will host a telephone conference call to discuss technical and program requirements, and will field any questions from interested offerors. To participate in the call, dial 888-844-9904. The participant code for the call is 1801764#.

OFFER DUE DATE: PROPOSALS are due no later than 01:00 pm Central Time, Tuesday, August 18, 2015.

SUBMISSION OF OFFERS:

A Proposal Submission Checklist has been included on page 4 of this document to assist Offerors in ensuring all submission requirements are met.

Offers will submit the following by the Offer Due Date and Time:

- A complete and signed copy of Form SF1449 (See Section A) uploaded in portable document file format (PDF) in WBSCM;
- Acknowledgement of all amendments issued as specified in Block 11 of the amendment form (SF-30), uploaded in PDF format into WBSCM;
- Proposal Part 1 – Technical Information, uploaded in MS Word or PDF format into WBSCM;
- Proposal Part 2 – Management and Workforce Practices and Policies, uploaded in MS Word or PDF format into WBSCM;
- Proposal Part 3 – Past Performance Information, uploaded in MS Word or PDF format into WBSCM (See EXHIBIT 4);
- Proposal Part 4, Prices uploaded in MS Word format into WBSCM using the attached MS Word document entitled “THE SCHEDULE CHART”.

The required subcontracting plan shall be submitted by large firms within 30 days of contract award.

Contract Award

Award(s) documents will be available on the Vendors Supplier Self-Service Page in WBSCM by the date specified in the Solicitation. A notice of award will be issued in the form of a Product Commodity Award (PCA) Report or other public notice.

After award information is posted, inquiries may be made to the Contracting Officer.

Award(s), as specified above, will result in a binding contract without further action by either party. Information on awards is also available electronically through the commodity procurement website at <http://www.ams.usda.gov> under the “Commodity Purchasing” link after award and the PCA report posted on the WBSCM Public Procurement Page.

2) FAR 52.212-2 Evaluation – Commercial Items (OCT 2014):

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

Proposal Part 1 – Technical Information (See Section E.1 Proposal Part 1 – Technical Information)

Factor 1: Packing Size and Household Weight

Factor 2: Packing and Sealing

Factor 3: Availability of Raw Material Supply Letter

Factor 4: Picture of Label and Actual Product

Proposal Part 2 – Management Workforce Practices and Policies

Factor 1 Management Workforce Practices and Policies Approach – Offeror’s ability to develop and maintain a safe, effective, and diverse workforce, including recruitment, retention and development of such a workforce recruitment.

Proposal Part 3 – Past Performance

Under the Past Performance factor, the Performance Risk Assessment represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. In evaluating past performance, information in the offeror’s proposal, information from customers provided as references (references will be contacted to discuss offeror’s performance), Governmental records, and information available through other sources may be considered. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs.

Factor 1: Quality of Product

Factor 2: Timeliness of Performance

Factor 3: Business Relations/Problem Resolution

Proposal Part 4 – Price

Pricing will be ranked separately for each CLIN.

The evaluation factors are listed in descending order of importance as follows:

- 1) Technical Information
- 2) Past Performance
- 3) Management Workforce Practices and Policies
- 4) Price

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

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

Basis for Award: The Government may make award without discussions; therefore, the offeror's initial offer should contain their best pricing. Award will be based on best value using the trade-off process considering the evaluation factors listed above. Best value may be determined using tradeoffs among the evaluation factors, so the award may be made to other than the lowest-priced or highest technically rated proposal. Please note that all offers which fail to furnish required proposal information or reject the terms and conditions of the solicitation may be excluded from consideration for award.

Adjectival Ratings

The following adjectival ratings will be used to evaluate the offeror's Technical Information Proposal.

TECHNICAL EVALUATION RATINGS	
OUTSTANDING	<p>Technical Information Proposal</p> <ul style="list-style-type: none"> - The offeror clearly defined and described processes to meet the requirements set forth in the Item Description and Requirement (IDR). It is obvious that the offeror has significant expertise in producing the required product and will meet all contract requirements.
SUPERIOR	<p>Technical Information Proposal</p> <ul style="list-style-type: none"> - The offeror almost always defined and described processes to meet the requirements set forth in the Item Description and Requirement (IDR). The offeror has expertise in producing the required product and will meet all contract requirements. -
SATISFACTORY	<p>Technical Information Proposal</p> <ul style="list-style-type: none"> - The offeror minimally defined and described processes to meet the requirements set forth in the Item Description and Requirement (IDR). The offeror could produce the required product that meets the minimum Item Description and Requirements (IDR) if the defined and described steps are followed.
MARGINAL	<p>Technical Information Proposal</p> <ul style="list-style-type: none"> - The offeror failed to completely define and describe the processes to meet the requirements set forth in the Item Description and Requirement (IDR). It is highly probable the offeror could not produce an acceptable product based upon the information provided.
UNACCEPTABLE	<p>Technical Information Proposal</p> <ul style="list-style-type: none"> - The offeror failed to define and describe the processes to meet the requirements set forth in the Item Description and Requirement (IDR). The offeror cannot produce the product to meet contract requirements based upon the information provided.

The following adjectival ratings will be used to evaluate the offeror's Management and Workforce Practices and Policies.

MANAGEMENT AND WORKFORCE PRACTICES AND POLICIES EVALUATION RATINGS		
Factor 1	Acceptable	The offeror's management approach addressed the details listed.
	Not Acceptable	The offeror's management approach did not address the details listed.

The following adjectival ratings will be used to evaluate the offerors Past Performance

PAST PERFORMANCE RISK EVALUATION RATINGS	
Low Risk L	Little doubt exists that the offeror will successfully perform the required effort based on the offeror’s past performance record.
Moderate Risk M	Some doubt exists that the offeror can successfully perform the required effort based on the offeror’s past performance record.
High Risk H	Significant doubt exists that the offeror will successfully perform the required effort based on the offeror’s past performance record.
Unknown Risk UK	Offeror is without a record of relevant past performance or past performance information is not available. The rating shall be characterized as neutral.

3) 52.204-7 System for Award Management (SAM)

Prospective Contractors shall be registered in the SAM database prior to award of a contract as prescribed in FAR Parts 4.1102 and 4.1103. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registrations or subsequent updates, its information in the SAM database to ensure that it is current, accurate and complete. The SAM database can be accessed at <https://www.sam.gov>.

4) 52.215-6 Place of Performance (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal.

(b) If offeror or respondent intends to use one or more plants or facilities located at a different address from the address indicated in this proposal, the offeror shall list all the processing plants and shipping points that it intends to use in this proposal. The processing plants and shipping points to be used shall be in compliance with the food safety required under Section C – Food Safety and Inspection Requirements of this solicitation.

5) FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

6) FAR 52.212-3 Offeror Representations and Certifications – Commercial Items (MAR 2015):

An offeror shall complete the following paragraphs of this provision if the offeror has completed the annual representations and certificates electronically via <http://www.acquisition.gov> . If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete paragraphs (c) through (o) of this provision. Offeror's can access this provision at <http://www.acquisition.gov> .

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

7) AGAR 452.209 – 70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction (MAR 2012)

(a) Awards made under this solicitation are 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. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

(1) The Offeror is [], is not [] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

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

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

(3) The Offeror does [], does not [] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.