

**DOMESTIC COMMODITY INVITATION – Evaporated and Ultra-High Temperature Milk
DESCRIPTION – 12-3J14-18-S-0040
BID INVITATION NUMBER – 2000005045**

TENDERING TEXT

TRUCK UNLOAD APPOINTMENT – *At least 72 hours in advance of delivery*, contact a responsible representative at the applicable WBSCM Purchase Order Item’s Ship-to-Address for an unload appointment. Reference the WBSCM Purchase Order Number, Item Number and when provided, the Sales Order Number and item Number that a particular appointment is being made for.

Master Solicitation has been updated. Review version dated April 12, 2017

52.211-11 Liquidated Damages will apply at \$0.45/cwt for all late deliveries

REMINDER – PER THIS SOLICITATION

I. Solicitation For Commercial Items

1. Solicitation Number: 12-3J14-18-S-0040
2. Solicitation Issue Date: October 18, 2017
3. Issued and Administered By:
 - USDA-Agricultural Marketing Service
 - Commodity Procurement Staff
 - Kansas City Contracting Branch
 - Beacon Facility- Mail Stop 8718
 - P.O. Box 419205
 - Kansas City, MO 64141-6205
4. Method of Solicitation: Sealed Bidding/Invitation for Bid
5. Last Date/Local Time for Receipt of Written Questions: N/A
6. Offer due Date/Local Time: October 31, 2017 9:00 A.M. CT
7. Award Notification Date: By November 2, 2017 4:00 P.M. CT
8. Public Release of Award Date: By November 3, 2017 4:00 P.M. CT
9. Solicitation Information Contact:
 - Name: Clyde King
 - Telephone Number: 816-926-2610
 - E-mail: clyde.king@ams.usda.gov
10. This Acquisition is:
 - / X / Unrestricted
 - / / Set-Aside for:
 - Small Business (0 lbs or 0 percent) Any small business concern proposing to furnish a product that it did not itself manufacture must furnish the product of a small business manufacturer.
 - Service Disabled Veteran Owned Business Concerns (not to exceed 3 percent of Ultra High Temperature milk quantities) 0 lbs: Any small business concern proposing to

furnish a product that it did not itself manufacture must furnish the product of a small business manufacturer.

NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE

If specified in the solicitation, certain quantities are set aside exclusively for small business firms under the Small Business Act (15 U.S.C. 631, et seq.). Bids received for these set-aside quantities from firms who are not small business concerns will not be considered. In the event the Government is unsuccessful in contracting with an eligible small business concern(s) for the set-aside quantities, the Government may award the quantities to other than small business concerns. The contracting reserves the right to utilize Federal Acquisition Regulation Part 19.507 Automatic dissolution of a small business set-aside.

Offers received for these set-aside quantities from firms who are not eligible business concerns will not be considered. See 4K52.226-0001.
NAICS: 311511 Size Standard: 1,000 employees

- 11. Internet Address: <http://www.ams.usda.gov/selling-food>
- 12. Delivery Type: F.O.B. Destination. All Evaporated Skim Milk deliveries must be TRUCK ONLY; Rail and Piggyback deliveries are not allowed.
- 13. Payment will be made by and submit invoices to:
Contractor shall submit invoices and attachments in the Web-Based Supply Chain Management (WBSCM) system.
- 14. Contract Type:
/ X/ Firm Fixed Price
- 15. Schedule of Supplies: See WBSCM bid invitation
- 16. Accounting and Appropriation Data: *TAS::unknown*
The commodities procured under this solicitation are currently for the following programs(s):
Section of Public Law Program Name
/x / 32/6E The National School Lunch Program
// 32/6E Child and Adult Care Feeding Programs
// 32/6E Summer Food Service Program
/ / 311 Nutrition Services Incentive Program
/x/ 4A Food Distribution Program on Indian Reservations
/x/ 17 Commodity Supplemental Food Program
/x/ 104 The Emergency Food Assistance Program
- 17. Solicitation incorporates FAR provisions 52.212-1, 52.212-3 and clauses 52.212-4 and 52.212-5. These provisions and clauses are included within the Master Solicitation document.
- 18. USDA Contracting Officer
a. UNITED STATES OF AMERICA /S/ Jeffrey F. Jackson

II. CONTRACT CLAUSES

52.203-3 Gratuities (Apr 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—
 - (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
 - (c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled—
 - (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
 - (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (End of clause)

2.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

- (a) *Definitions.* As used in this clause—
 - “Postconsumer fiber” means—
 - (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
 - (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
 - (3) Fiber derived from printers’ over-runs, converters’ scrap, and over-issue publications.
- (b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

4K52.247-34 Offshore Shipments

If solicitation line item 110 is awarded to the port location, the awardee is responsible for all handling and wharfage costs associated with solicitation line item 110. This includes the handling and wharfage costs in both Hawaii and Guam. For an estimation of these costs please contact Dependable Hawaiian Express, Rosie Primea at 1-800-374-3788. Ocean conveyances utilized to ship products to Guam are 40 foot containers. Vendors are responsible for ensuring quantity reflected in the WBSCM purchase order line item can be loaded, without damage, into a 40 foot conveyance. If a port bid is awarded vendors are responsible for adequate blocking and bracing of any conveyances utilized to transport product to the port location. All costs associated with a failure to adequately block and brace are for the account of the awardee.

(End of clause)

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

- (a) The offeror certifies that—
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
 - (1) Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action

contrary to paragraphs (a)(1) through (a)(3) of this provision; or

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

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

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

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

(End of provision)