

## **FORTIFIED RTE CEREAL, SOLICITATION NO: 200006381**

The U.S. Department of Agriculture (USDA) invites offers to sell FORTIFIED RTE CEREAL pursuant to the AMS Master Solicitation for use in the Federal Food and Nutrition Assistance Programs. Bids are due by 1:00 PM on September 19, 2019. Acceptances will be announced by midnight, October 11, 2019. Deliveries are to be made between January 1, 2020 and December 31, 2020.

The Commodity Procurement Program Commodity Requirement Document (CRD) Fortified Ready to Eat Cereal Products dated February 2019 will be utilized for this solicitation. The Agricultural Marketing Service (AMS) will host a telephone conference call on Thursday, August 29, 2019, at 10:00 AM Central Time. During the call, AMS Commodity Procurement staff will explain the program requirements and answer any questions industry may have. To participate in the call, dial 1-888-844-9904. The participant code for the call is 1801764#. Questions may be submitted in advance to Caroline Russell, [Caroline.Russell@usda.gov](mailto:Caroline.Russell@usda.gov) not later than 3:00 p.m. CT Wednesday, August 28, 2019.

### Basis for Offers/Awards

Offerors are to bid a single fixed price per state and the District of Columbia for each cereal material. Offerors are not required to bid on every material but are required to bid on all 49 locations for each material they are offering. Offerors who do not submit a price for each location may be deemed nonresponsive. The government intends to award each cereal type for the entire contiguous United States to a single offeror in accordance with FAR Part 14 Procedures. The government will use a benchmark based on historical ordering patterns to determine the evaluated bid price for each offeror. The award will be made based on the lowest overall cost to the Government. The government reserves the right to reject offers with a net truck weight exceeding 27,500 pounds. An ESTIMATED delivery quantity (for each month) will be provided at the award of the IDIQ contract. Successful offerors will be issued monthly delivery orders, 60 days prior to the delivery period, outlining specific delivery information including delivery period, quantity, and delivery location information.

This solicitation is offered under full and open competition. There is no set-aside for small businesses.

### Instructions to Offerors

Offerors who intend to use more than one processing plant and shipping point for contracts awarded under this solicitation, other than the processing plant and shipping point entered in their bids, may submit a list of their approved processing plants and shipping points on a separate sheet of paper to be uploaded in WBSCM, and to be submitted with their bids.

Historical ordering patterns in the tendering text are supplied for offerors information and may not reflect future ordering patterns. A comprehensive list of previous destinations for each material is available upon request. This request must be received by the government no later than 3PM Eastern Time on September 6, 2019. Requests are to be submitted to Caroline Russell at [caroline.russell@usda.gov](mailto:caroline.russell@usda.gov).

All prime vendors are reminded that they are prohibited from subcontracting with companies or individuals that have been suspended or debarred.

In order to submit offers on this Solicitation, Offerors must be deemed responsive and responsible by the Contracting Officer. Product purchased under this Solicitation will be produced according to the applicable Item Description and Checklist of Requirements and eligible supplier's approved technical proposal.

Offers must be submitted electronically via the Web-Based Supply Chain Management System (WBSCM). Offers will be submitted using the workbook attached to this solicitation. Offers submitted by any means other than WBSCM will be deemed nonresponsive. Offerors must be active in WBSCM and have the required bidder roles in order to submit offers under this solicitation. Once connected, follow the online procedures. A "HELP" button provides detailed instructions or call (202) 720-4517 for assistance.

Inquiries about the Master Solicitation dated August 2, 2019; CRD for Fortified RTE Cereal, dated February 2019; or this Solicitation should be directed to the Contracting Officer; USDA, AMS, Room 3522-South; 1400 Independence Avenue, S.W.; Washington, D.C. 20250-0239. Telephone: (202) 720-4517. FAX: (202)720-2782.

**Schedule of Supplies**

<b>Estimated Yearly Quantity</b>	<b>Minimum Contract Amount</b>	<b>Maximum Contract Amount</b>
34,288,025 pounds	1 truckload	44,574,433 pounds

**Estimated Fortified RTE Cereal Sales Orders**

The maximum contract amount stated is not guaranteed to be purchased. Please see the contract clause 52.216-22, Indefinite Quantity.

The following list is provided as information to offerors and includes estimated quantities. Actual sales orders and destinations may vary from the list below due to changes in program requirements. The quantity awarded may be less than the quantity advertised due to program changes. A comprehensive list of previous destinations for each material is available upon request. This request must be received by the government no later than 3PM Eastern Time on September 6, 2019. Requests are to be submitted to Caroline Russell at [caroline.russell@usda.gov](mailto:caroline.russell@usda.gov).

**Estimated Monthly Maximums**

	<b>Corn Flakes</b>	<b>Corn Rice Biscuit</b>	<b>Corn Squares</b>	<b>Oat Circles</b>	<b>Rice Crisps</b>
January	656,100	127,575	370,440	546,840	347,760
February	473,850	297,675	158,760	529,200	604,800
March	564,975	155,925	141,120	582,120	468,720
April	382,725	170,100	211,680	1,005,480	635,040
May	510,300	269,325	123,480	829,080	831,600
June	364,500	226,800	176,400	793,800	362,880
July	637,875	56,700	282,240	934,920	468,720
August	437,400	184,275	246,960	952,560	347,760
September	656,100	85,050	158,760	705,600	1,043,280
October	470,745	102,690	335,160	882,000	438,480
November	343,170	145,215	317,520	740,880	257,040
December	528,525	301,140	123,480	599,760	302,400
<b>TOTAL</b>	<b>6,026,265</b>	<b>2,122,470</b>	<b>2,646,000</b>	<b>9,102,240</b>	<b>6,108,480</b>

	<b>Wheat Bran Flakes</b>	<b>Wheat Shredded</b>			
January	356,022	581,175			
February	279,732	249,075			
March	432,313	110,700			
April	432,313	249,075			
May	228,873	193,725			
June	330,592	276,750			
July	305,162	276,750			
August	178,011	221,400			
September	25,430	221,400			
October	682,094	249,075			
November	1,425,222	110,700			
December	700,932	166,050			
<b>TOTAL</b>	<b>5,376,695</b>	<b>2,905,875</b>			

## Additional provisions and clauses for IDIQ Contracts

### **52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (April 2014)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR [3.908](#)

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in section [3.908](#) of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

### **452.211-74 Period Of Performance (Feb 1988)**

The base period of performance of this contract is from 1/01/2020 through 12/31/2020.

(End of Clause)

### **452.211-75 Effective Period Of The Contract (Feb 1988)**

The effective period of this contract is from contract award date through December 31, 2020.

(End of Clause)

### **52.216-18 Ordering (Oct 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of the award of this contract through December 31, 2020.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

### **52.216-19 Order Limitations (Oct 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than one truckload, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

1. Any order for a single item in excess of:

- Corn Flakes – 656,100 pounds
- Rice Crisps – 1,043,280 pounds

- Oat Circles – 1,005,480 pounds
- Corn Rice Biscuits – 301,140 pounds
- Wheat Shredded – 581,175 pounds
- Corn Squares – 370,444 pounds
- Wheat Bran Flakes – 1,425,222 pounds;

2. Any order for a combination of items in excess of 3,339,747 pounds; or

3. A series of orders from the same ordering office within 31 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**52.216-22 Indefinite Quantity (Oct 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 90 days after the through date in clause 452.211-74.

(End of clause)

**452.216-73 Minimum and Maximum Contract Amounts (Feb 1988)**

During the period specified in FAR clause 52.216-18, Ordering, the Government shall place orders totaling a minimum of the amount shown in the Schedule of Supplies' "Minimum Contract Amount", but not in excess of the amount shown in the "Maximum Contract".

(End of Clause)

#### **4A52.216-1 Delivery Order Procedures**

##### **A. Ordering of Commodity Procedure**

The Government shall issue delivery instructions to the Contractor via a Purchase Order at least seven (7) calendar days prior to the first day of each delivery period (e.g. 10/1-15) scheduled in the contract. Contractor shall comply with the instructions in the delivery instructions. If a delivery instruction is issued less than seven (7) calendar days prior to the first day of the contracted delivery period, the delivery period shall be extended by the number of days the delivery instructions is issued late. Contractor shall not be entitled to any extension of the delivery period unless it furnishes evidence satisfactory to the Government that it was prepared to perform during the contracted delivery period.

- 1) For each allocation period of contract performance, the awarded price and capacity of all Contractors in good standing will be considered for USDA/Food and Nutrition Service food requisitions. In addition to price and capacity, factors considered in ordering will include the time of shipment, the total cost to the Government to deliver the product to the ultimate destination, minimum amount guaranteed, maximum quantity limit, set-aside(s), and the responsibility of the Contractor as demonstrated by past performance under the contract, including, but not limited to, quality and timeliness.
- 2) Ordering of commodity under this contract shall be accomplished by issuance of a Purchase Order not less than 60 calendar days before the required delivery period except in the case of emergencies. In the case of an emergency, commodity may be ordered by telephone, facsimile, or electronic commerce. The Government shall confirm telephone requests in writing.
- 3) The Contractor may increase their stated monthly or delivery period capacity if the Government agrees to the capacity change. Changes to the capacity will not affect overall maximum contract quantity.
- 4) USDA may modify the allocation of products ordered under the contract because of changes in program requirements; provided USDA complies with the overall minimum-maximum amounts for the contract, and the contractor agrees to the change in allocations among pack sizes.
- 5) An agency official independent of the contracting officer will serve as the delivery order ombudsman. The ombudsman will review complaints from contractors and ensure contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The following individual has been appointed the delivery order ombudsman for contracts issued by this contracting activity.

Christine Gouger  
USDA-AMS-Commodity Procurement  
Procurement Policy and Service Contracting Division  
PO Box 419205, Mailstop 8698  
Kansas City, MO 64141-6205  
Phone: 816.926.3379  
Email: [Christine.gouger@ams.usda.gov](mailto:Christine.gouger@ams.usda.gov)

Any contractor who is not satisfied with their complaint's resolution by a contracting activity ombudsman may request the Departmental Task Order Ombudsman to review the complaint. The Chief, Procurement Policy Division, Office of Procurement and Property Management, has been designated as the Departmental Task Order Ombudsman.

#### **4A52.216-2 Compensation to the Contractor for Government Failure to Order Minimum Contract Amount**

If the Government fails to order the minimum contract amount in contract clause 452.216-73, Minimum and

Maximum Contract Amounts, the Contractor and Government expressly agree that the Government shall pay, and the Contractor shall accept, the sum of \$1,800.00 as payment in full and exclusive right and remedy for the Government not ordering the minimum contract amount.

(End of Clause)

#### **52.242-15 Stop-Work Order (Aug 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

#### **4A52.247-1 Seals on Transportation Conveyances**

(a) Suppliers of commodities, products and/or services—under the supervision of a USDA-AMS certification agent, when applicable—shall be responsible for placing a seal(s) on all cargo doors of each transportation conveyance upon completion of loading, partial unloading, inspection, or servicing.

(b) Seals must meet the [American Society for Testing and Materials \(ASTM\) Standard, \(F-1157-04](#), and/or the International Organization for Standards (ISO) 17712-2010. Seals shall be 1/8-inch diameter cable, high security bolt, barrier-type, or equivalent device which can only be removed by bolt cutter type tools. Seals shall be sequentially numbered. The contractor or its agent shall provide a sufficient number of barrier-type seals to ensure security of the load while in route through final destination. (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 (multi-stop)).
- (c) The seal numbers shall be documented on the Bill of Lading, and shipment manifest, certificate, or other delivery documents, as applicable, which must be signed or acknowledged by the carrier or its agent.
  - (d) It will be the responsibility of the Contractor to provide sufficient number of seals to the carrier service and to ensure that the trailer is sealed after each delivery location (when destined for multiple recipients). The seal number must be recorded on the appropriate delivery document and correspond with the applied seal at the time of arrival at the next destination.
  - (e) 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.
  - (f) Deliveries will be rejected, in which seals have not been used to secure all cargo doors, if:
    - i. the seal listed on the Bill of Lading does not match the seal number recorded on the trailer;
    - ii. the seal is broken;
    - iii. the seal is missing, or
    - iv. the seal has been removed prior to the transportation conveyance reaching its unloading point.
  - (g) A rejected conveyance will only be accepted after a Condition of Container Inspection has been performed by Agricultural Marketing Services (AMS) or Federal Grain Inspection Service (FGIS). AMS or FGIS must subsequently issue a Certificate of Quality and Condition that documents that the Condition of Container meets the applicable U.S. Standards for Condition of Food Containers. If this inspection is performed at a location other than the contracted delivery point all cargo doors must be sealed and the seal numbers documented by the Federal Inspection Agency on the Certificate.

The Contractor is responsible for payment of all fees incurred as a result of a Condition of Container Inspection.  
(End of clause)

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

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)

#### **4A52.214-1 Electronic Submission of Bids – Addendum**

##### **(c) WBSCM Offer Information**

Prospective contractors are responsible for starting the applicable processes early in the offering period and completing the applicable processes soon enough to ensure that their offer, modification, or withdrawal is received by the exact time specified herein for receipt of offers. Offer submission may include processes, such as: register vendor, authorize user access and roles, create eAuthentication account, accept WBSCM rules of behavior, register plants, assign users to plants, save plant responses and submit vendor response (offer).

An offer requires timely submission of all plant responses AND a vendor response. Plant response consists of:

- 1) STATE and DISTRICT OF COLUMBIA PRICES for applicable items in the attached workbook and
- 2) CERTIFICATION ANSWERS in the ATTRIBUTES section of the invitation header tab. Important: Submission of the plant response just saves the data entered – the vendor response must also be submitted.

Vendor response consists of:

- 1) Plant responses – submission of vendor response before the Offer Due Date and Time also physically submits all previously submitted/saved plant responses. Failure to timely submit the vendor response will result in no offer for the applicable solicitation.

It is imperative that the offeror verify the accuracy of their offer. The offeror has the ability to call up the Vendor Response Log as part of the bid submission process by selecting the “Vendor Response Log” button and/or the offer may be printed from the WBSCM portal path Supplier>Bid Management>Vendor Response Log.

(End of provision)

#### **52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of a fixed-price indefinite delivery indefinite quantity contract resulting from this solicitation.

(End of provision)

#### **52.216-27 Single or Multiple Awards (Oct 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple

delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

**452.216-72 Evaluation Quantities--Indefinite-Delivery Contract (Feb 1988)**

To evaluate offers for award purposes, the Government will apply the offeror's proposed fixed-prices to the estimated quantities included in the solicitation workbook. The government intends to award a single US provider for each cereal type for the entire contiguous United States. The government reserves the right to award multiple contracts for a single material.

(End of provision)