

BISON POC: DESCRIPTION 12-3J14-23-B-0552 SOLICITATION NO: 2000009522

**\*\*This solicitation is 100% HubZone set-aside\*\***

In response to input from tribal vendors and FDPIR recipients, USDA is conducting a Bison Pilot that will reduce the regulatory burden for producers and allow for smaller local deliveries for producers and recipients. Bison vendors will have an opportunity to submit offers to deliver to FDPIR locations in SD, ND, and MT.

The U.S. Department of Agriculture (USDA) requests proposals to sell GROUND BISON pursuant to the attached Request for Proposal (RFP) document for use in the Food Distribution Program for Indian Reservations (FDPIR).

Interested offerors shall carefully read applicable documents and instructions located in the RFP document concerning the content, format, and submission of proposals. Offerors must ensure that the Contracting Officer receives the narrative as described in part 1 of the solicitation no later than 1:00 p.m. Central Time on Wednesday, August 17, 2023. Awards will be announced by midnight August 30, 2023.

QUESTIONS regarding this RFP are due on or before 1:00 pm Central Time, on Tuesday, August 3, 2023 via email, to LaShawne.Brown@ams.usda.gov concerning Solicitation 2000009522, with Ground Bison POC in the subject line.

A pre-proposal conference call is scheduled on August 7, 2023 at 12:00 p.m. Central Standard Time - Call in information:

Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 266 547 074 763

Passcode: JfZjB3

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 202-650-0123,,50220158#](#) United States, Washington DC

Phone Conference ID: 502 201 58#

Offerors shall submit proposals in two parts:

**Part 1 – Oral Responses to:**

TRIBAL ENGAGEMENT –

- Offerors will describe their history, knowledge and ability to support the local tribal community.

**FOOD SAFETY AND HANDLING REQUIREMENTS** – All contractors must meet the required elements listed in this section.

- State Inspection Establishment Number or USDA Establishment Number.
- Item Description and Requirements for Frozen Ground Bison – Exhibit 1
- Microbiological Testing – Boneless and Ground Bison Microbiological testing requirements - Exhibit 1A

**PAST PERFORMANCE EXPERIENCE** - The Government intends to award contracts with entities that have a successful history of past performance and relevant experience with requirements similar in size and scope to this opportunity.

**DESCRIPTION OF PACK SIZE** - Offerors are to provide the pack size available.

<b>Material Number</b>	<b>Description</b>
110001	BISON GROUND LEAN FRZ PKG – 1 LB
110778	BISON GROUND LEAN FRZ PKG – 2 LB
110674	BISON GROUND FRZ PKG – 2.5 lb

**DELIVERY LOCATIONS/QUANTITIES/PRICING** - Offerors are to provide capacity and delivered price to the identified destinations. Only provide pricing to the location(s) in which you wish to deliver to.

<b>Destination State/Location</b>	<b>Pounds Per Month (November-April)</b>
<b>Montana</b>	
Blackfeet- Browning	160
Montana Dept of Public HHS	640
<b>North Dakota</b>	
North Dakota Dept of Public Instruction	1,240
<b>South Dakota</b>	
Rosebud Sioux	510
Yankton Sioux Tribe	120
Oglala Sioux	3,160
Crow Creek Sioux Tribe	40

Sisseton-Wahpeton Oyate	240
Lower Brule Sioux Tribe	80

Each offeror will be allotted forty-five (45) minutes to present oral responses. Presentations will be scheduled August 21-22, 2023.

**Part 2** – In addition to oral responses a written narrative of the same shall be submitted via WBSM as an individual attachment by August 17, 2023.

Basis For Offers/Awards

Through this purchase, vendors will have the opportunity to submit offers to produce and deliver ground bison to the following states:

- Montana
- North Dakota
- South Dakota

**Local/Regional Delivery.** Purchases will be made that require delivery directly to one of the identified FDPIR sites.

**Evaluation Criteria** - The evaluation factors are listed in descending order of importance as follows:

**Technical Information** (Tribal Engagement, Food Safety, Pack Size, Delivery Location, and quantities)

**Past Performance**

**Price**

When combined, technical information and past performance are significantly more important than price. Those offerors receiving preferred ratings in technical information and past performance will then be evaluated on a basis of price and price related factors. Those prices that are not deemed fair and reasonable at the discretion of the contracting officer will not be considered for further price evaluation. See section ‘4. Method of Solicitation’ and section ‘Schedule’ contained herein.

Exchanges with Best-Suited Contractors – Once the Government determines the contractor that is the best-suited (i.e., the apparent successful contractor(s), the Government reserves the right to communicate with only that contractor to address any remaining issues, if necessary, and finalize the action with that contractor. The issues may include technical or price.

The Government seeks to award to multiple offerors under this solicitation. Those offerors that receive technical and past performance preference for their products, and are otherwise eligible for

award, will receive a proportional share of the quantities in Schedule B. Fair and reasonable pricing is required for award. The Government may award quantities less than that proposed by the offeror.

A written notice of award or acceptance of an offer, emailed 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.

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. 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.

#### 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.

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

Offers must be submitted electronically via the Web-Based Supply Chain Management System (WBSCM). 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.

Offerors are cautioned to bid only quantities they can reasonably expect to produce and deliver. Inquiries about The Master Solicitation (April 2023); IDR Exhibit 1; IDR Exhibit 1A 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.

#### **52.219-6 Notice of Total Small Business Set-Aside**

(a) Definition. Small business concern, as used in this clause—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) Applicability. This clause applies only to-

(1) Contracts that have been totally set aside for small business concerns; and

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

### **52.219-3 Notice of HUBZone Set-Aside**

Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022)

(a) Definitions. HUBZone small business concern, as used in this clause, means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA ( 13 CFR 126.103).

(b) Applicability. This clause applies only to-

(1) Contracts that have been set aside or awarded on a sole-source basis to, HUBZone small business concerns;

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(End of clause)

### **19.1303 Status as a HUBZone small business concern.**

(a) Status as a HUBZone small business concern is determined by the Small Business Administration (SBA) in accordance with 13 CFR Part 126.

(b) If SBA determines that a concern is a HUBZone small business, it will designate the concern as a HUBZone small business in the Dynamic Small Business Search (DSBS) at [https://web.sba.gov/pro-net/search/dsp\\_dsbs.cfm](https://web.sba.gov/pro-net/search/dsp_dsbs.cfm). SBA's designation also appears in SAM. Only firms designated in DSBS and SAM as HUBZone small business concerns are eligible for HUBZone preferences. HUBZone preferences are not contingent on the place of performance.

(d) To be eligible for a HUBZone contract under this section, a HUBZone small business concern must be a HUBZone small business concern at the time of its initial offer.

### **52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concern (OCT 2022)**

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(End of clause)

**52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (June 2020)**

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 Federal Acquisition Regulation (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 FAR 3.908.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

(End of clause)

**452.211-74 Period of Performance (Feb 1988)**

The base period of performance of this contract is from November 1, 2023 through April 30, 2024. If mutually agreed upon, additional quantities and delivery periods may be exercised.

(End of Clause)

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

The effective period of this contract is from date of award through April 30, 2024.

(End of Clause)

**52.216-18 Ordering (Aug 2020)**

(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 award through April 30, 2024.

(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) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(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 in the notice of award (5,870 lbs. among multiple awardees), 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 orders in excess of the maximum stated on the notice of award.

(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 WBSCM Purchase Order at least thirty (30) calendar days prior to the first day of each delivery period scheduled in the contract. Contractor shall comply with the instructions in the delivery instructions. If a delivery instruction is issued less than thirty (30) 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 WBSCM Purchase Order not less than 30 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. 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.

(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—

- (3) 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
  - (4) 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.
- (b) 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.
- (c) 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)

#### **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)

#### **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).

Quantities will be awarded in less than full truckloads, subject also to the offer's quantity constraints. Quantity constraints shall be entered in pounds.

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

- 1) STATE PRICES for applicable items in the Bid invitation item detail attributes section 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) Entering quantity CONSTRAINTS to limit the offer to a quantity to less than or equal to the maximum invitation quantity, and
- 2) 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)

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