

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

1. REQUISITION NUMBER PAGE 1 OF 58

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER 200003838 6. SOLICITATION ISSUE DATE 02/11/2016

7. FOR SOLICITATION INFORMATION CALL: **a. NAME** Barbara Nelson, Contract Specialist **b. TELEPHONE NUMBER (No collect calls)** 202-260-8673 8. OFFER DUE DATE/ LOCAL TIME 02/29/2016, 1:00 PM, Central Time

9. ISSUED BY CODE United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS) Commodity Procurement Staff 1400 Independence Ave S.W. Room 3522-S, 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: 311615 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 Schedule on the following pages 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 PAGE 38

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Commodity: Turkey Products  Contract Type: Indefinite Delivery/Indefinite Quantity, Firm-Fixed-Price with Economic Price Adjustment (IDIQ, FFP w/EPA)  Period of Performance: Date of Contract Award through Twelve Months  (See Continuation Sheets)				

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

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

\_\_\_\_\_ Proposal Part 1 – Past Performance 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 – Prices

\_\_\_\_\_ Price for delivery to each destination as specified in the Schedule.  
Schedule uploaded in PDF format into WBSCM and entered directly into WBSCM

\_\_\_\_\_ Constraint Document, based on half-month periods with each half-month period being between the first and fifteenth of the month or the sixteenth of the month to the end of the month, uploaded in PDF format into WBSCM

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**

**1) Base Period Contract Line Item Numbers (CLINs)**

<b>PRODUCT: Turkey Breast Deli FRZ CTN-40 LB (100121)</b>				
<b>BASE PERIOD: Date of Award to Twelve Months</b>				
<b>Turkey Meat _____ % of Product Price<sup>1</sup></b>				
<b>ITEM NO.</b>	<b>SUPPLIES/SERVICES</b>	<b>EST QTY (LBS)<sup>2</sup></b>	<b>PRICE/LB<sup>3</sup></b>	<b>EXTENDED PRICE/LB</b>
	<b>Delivered to:</b>			
0001A	Alabama	120,000		
0002A	Arizona	160,000		
0003A	Arkansas	80,000		
0004A	California	760,000		
0005A	Colorado	80,000		
0006A	Connecticut	80,000		
0007A	Delaware	40,000		
0008A	Florida	400,000		
0009A	Georgia	280,000		
0010A	Idaho	40,000		
0011A	Illinois	240,000		
0012A	Indiana	160,000		
0013A	Iowa	80,000		
0014A	Kansas	80,000		
0015A	Kentucky	120,000		
0016A	Louisiana	120,000		
0017A	Maine	40,000		
0018A	Maryland	80,000		
0019A	Massachusetts	120,000		
0020A	Michigan	200,000		
0021A	Minnesota	120,000		
0022A	Mississippi	80,000		
0023A	Missouri	160,000		
0024A	Montana	40,000		
0025A	Nebraska	40,000		
0026A	Nevada	40,000		
0027A	New Hampshire	40,000		
0028A	New Jersey	160,000		
0029A	New Mexico	40,000		
0030A	New York	360,000		
0031A	North Carolina	160,000		
0032A	North Dakota	40,000		
0033A	Ohio	240,000		
0034A	Oklahoma	80,000		
0035A	Oregon	80,000		

0036A	Pennsylvania	240,000		
0037A	Rhode Island	40,000		
0038A	South Carolina	120,000		
0039A	South Dakota	40,000		
0040A	Tennessee	160,000		
0041A	Texas	760,000		
0042A	Utah	80,000		
0043A	Vermont	40,000		
0044A	Virginia	200,000		
0045A	Washington	120,000		
0046A	Washington, D.C.	40,000		
0047A	West Virginia	40,000		
0048A	Wisconsin	120,000		
0049A	Wyoming	40,000		
0050A	Alaska <sup>4</sup>			
0051A	Hawaii <sup>4</sup>			
0052A	Puerto Rico <sup>4</sup>			

<b>PRODUCT: Turkey Breast Smoked Deli FRZ CTN-40 LB (100122)</b>				
<b>BASE PERIOD: Date of Award to Twelve Months</b>				
<b>Turkey Meat _____ % of Product Price<sup>1</sup></b>				
<b>ITEM NO.</b>	<b>SUPPLIES/SERVICES</b>	<b>EST QTY (LBS)<sup>2</sup></b>	<b>PRICE/LB<sup>3</sup></b>	<b>EXTENDED PRICE/LB</b>
	<b>Delivered to:</b>			
0001B	Alabama	40,000		
0002B	Arizona	40,000		
0003B	Arkansas	40,000		
0004B	California	40,000		
0005B	Colorado	40,000		
0006B	Connecticut	40,000		
0007B	Delaware	40,000		
0008B	Florida	40,000		
0009B	Georgia	40,000		
0010B	Idaho	40,000		
0011B	Illinois	40,000		
0012B	Indiana	40,000		
0013B	Iowa	40,000		
0014B	Kansas			
0015B	Kentucky	40,000		
0016B	Louisiana	40,000		
0017B	Maine			
0018B	Maryland	40,000		
0019B	Massachusetts	40,000		
0020B	Michigan	40,000		
0021B	Minnesota	40,000		

0022B	Mississippi	40,000		
0023B	Missouri	40,000		
0024B	Montana	40,000		
0025B	Nebraska	40,000		
0026B	Nevada	40,000		
0027B	New Hampshire	40,000		
0028B	New Jersey	40,000		
0029B	New Mexico	40,000		
0030B	New York	40,000		
0031B	North Carolina	40,000		
0032B	North Dakota	40,000		
0033B	Ohio	40,000		
0034B	Oklahoma	40,000		
0035B	Oregon	40,000		
0036B	Pennsylvania	40,000		
0037B	Rhode Island			
0038B	South Carolina	40,000		
0039B	South Dakota	40,000		
0040B	Tennessee	40,000		
0041B	Texas	40,000		
0042B	Utah	40,000		
0043B	Vermont	40,000		
0044B	Virginia	40,000		
0045B	Washington	40,000		
0046B	Washington, D.C.	40,000		
0047B	West Virginia	40,000		
0048B	Wisconsin	40,000		
0049B	Wyoming	40,000		
0050B	Alaska <sup>4</sup>			
0051B	Hawaii <sup>4</sup>			
0052B	Puerto Rico <sup>4</sup>			

<b>PRODUCT: Turkey Consumer Pack Whole CTN-30-60 LB (100123)</b>				
<b>BASE PERIOD: Date of Award to Twelve Months</b>				
<b>Turkey Meat _____ % of Product Price<sup>1</sup></b>				
<b>ITEM NO.</b>	<b>SUPPLIES/SERVICES</b>	<b>EST QTY (LBS)<sup>2</sup></b>	<b>PRICE/LB<sup>3</sup></b>	<b>EXTENDED PRICE/LB</b>
	<b>Delivered to:</b>			
0001C	Alabama			
0002C	Arizona			
0003C	Arkansas			
0004C	California	38,000		
0005C	Colorado			
0006C	Connecticut			
0007C	Delaware			

0008C	Florida			
0009C	Georgia			
0010C	Idaho			
0011C	Illinois			
0012C	Indiana			
0013C	Iowa			
0014C	Kansas			
0015C	Kentucky			
0016C	Louisiana			
0017C	Maine			
0018C	Maryland			
0019C	Massachusetts			
0020C	Michigan			
0021C	Minnesota			
0022C	Mississippi			
0023C	Missouri			
0024C	Montana			
0025C	Nebraska			
0026C	Nevada			
0027C	New Hampshire			
0028C	New Jersey			
0029C	New Mexico			
0030C	New York			
0031C	North Carolina			
0032C	North Dakota			
0033C	Ohio			
0034C	Oklahoma			
0035C	Oregon			
0036C	Pennsylvania			
0037C	Rhode Island			
0038C	South Carolina			
0039C	South Dakota			
0040C	Tennessee			
0041C	Texas	38,000		
0042C	Utah			
0043C	Vermont			
0044C	Virginia			
0045C	Washington			
0046C	Washington, D.C.			
0047C	West Virginia			
0048C	Wisconsin			
0049C	Wyoming			
0050C	Alaska <sup>4</sup>			
0051C	Hawaii <sup>4</sup>			
0052C	Puerto Rico <sup>4</sup>			



<b>PRODUCT: Turkey Roasts FRZ CTN-32-48 LB (100125)</b>				
<b>BASE PERIOD: Date of Award to Twelve Months</b>				
<b>Turkey Meat _____ % of Product Price<sup>1</sup></b>				
<b>ITEM NO.</b>	<b>SUPPLIES/SERVICES</b>	<b>EST QTY (LBS)<sup>2</sup></b>	<b>PRICE/LB<sup>3</sup></b>	<b>EXTENDED PRICE/LB</b>
	<b>Delivered to:</b>			
0001D	Alabama	160,000		
0002D	Arizona	200,000		
0003D	Arkansas	120,000		
0004D	California	1,080,000		
0005D	Colorado	120,000		
0006D	Connecticut	120,000		
0007D	Delaware	40,000		
0008D	Florida	560,000		
0009D	Georgia	400,000		
0010D	Idaho	40,000		
0011D	Illinois	360,000		
0012D	Indiana	240,000		
0013D	Iowa	120,000		
0014D	Kansas	120,000		
0015D	Kentucky	160,000		
0016D	Louisiana	200,000		
0017D	Maine	40,000		
0018D	Maryland	120,000		
0019D	Massachusetts	160,000		
0020D	Michigan	240,000		
0021D	Minnesota	200,000		
0022D	Mississippi	120,000		
0023D	Missouri	200,000		
0024D	Montana	40,000		
0025D	Nebraska	80,000		
0026D	Nevada	80,000		
0027D	New Hampshire	40,000		
0028D	New Jersey	200,000		
0029D	New Mexico	80,000		
0030D	New York	560,000		
0031D	North Carolina	280,000		
0032D	North Dakota	40,000		
0033D	Ohio	320,000		
0034D	Oklahoma	120,000		
0035D	Oregon	80,000		
0036D	Pennsylvania	360,000		
0037D	Rhode Island	40,000		
0038D	South Carolina	160,000		

0039D	South Dakota	40,000		
0040D	Tennessee	200,000		
0041D	Texas	1,120,000		
0042D	Utah	120,000		
0043D	Vermont	40,000		
0044D	Virginia	240,000		
0045D	Washington	160,000		
0046D	Washington, D.C.	40,000		
0047D	West Virginia	40,000		
0048D	Wisconsin	160,000		
0049D	Wyoming	40,000		
0050D	Alaska <sup>4</sup>			
0051D	Hawaii <sup>4</sup>			
0052D	Puerto Rico <sup>4</sup>			

<b>PRODUCT: Turkey Hams Smoked FRZ CTN-40 LB (100126)</b>				
<b>BASE PERIOD: Date of Award to Twelve Months</b>				
<b>Turkey Meat _____ % of Product Price<sup>1</sup></b>				
<b>ITEM NO.</b>	<b>SUPPLIES/SERVICES</b>	<b>EST QTY (LBS)<sup>2</sup></b>	<b>PRICE/LB<sup>3</sup></b>	<b>EXTENDED PRICE/LB</b>
	<b>Delivered to:</b>			
0001E	Alabama	80,000		
0002E	Arizona	80,000		
0003E	Arkansas	40,000		
0004E	California	360,000		
0005E	Colorado	40,000		
0006E	Connecticut	40,000		
0007E	Delaware	40,000		
0008E	Florida	160,000		
0009E	Georgia	80,000		
0010E	Idaho	40,000		
0011E	Illinois	120,000		
0012E	Indiana	80,000		
0013E	Iowa	40,000		
0014E	Kansas	40,000		
0015E	Kentucky	40,000		
0016E	Louisiana	80,000		
0017E	Maine	40,000		
0018E	Maryland	40,000		
0019E	Massachusetts	40,000		
0020E	Michigan	40,000		
0021E	Minnesota	80,000		
0022E	Mississippi	80,000		
0023E	Missouri	40,000		
0024E	Montana	40,000		

0025E	Nebraska	40,000		
0026E	Nevada	40,000		
0027E	New Hampshire	40,000		
0028E	New Jersey	80,000		
0029E	New Mexico	40,000		
0030E	New York	200,000		
0031E	North Carolina	80,000		
0032E	North Dakota	40,000		
0033E	Ohio	120,000		
0034E	Oklahoma	40,000		
0035E	Oregon	40,000		
0036E	Pennsylvania	80,000		
0037E	Rhode Island	40,000		
0038E	South Carolina	40,000		
0039E	South Dakota	40,000		
0040E	Tennessee	40,000		
0041E	Texas	400,000		
0042E	Utah	40,000		
0043E	Vermont	40,000		
0044E	Virginia	80,000		
0045E	Washington	80,000		
0046E	Washington, D.C.	40,000		
0047E	West Virginia	40,000		
0048E	Wisconsin	40,000		
0049E	Wyoming	40,000		
0050E	Alaska <sup>4</sup>			
0051E	Hawaii <sup>4</sup>			
0052E	Puerto Rico <sup>4</sup>			

<b>PRODUCT: Turkey Breast Deli Sliced FRZ PKG-8/5 LB (110554)</b>				
<b>BASE PERIOD: Date of Award to Twelve Months</b>				
<b>Turkey Meat _____ % of Product Price<sup>1</sup></b>				
<b>ITEM NO.</b>	<b>SUPPLIES/SERVICES</b>	<b>EST QTY (LBS)<sup>2</sup></b>	<b>PRICE/LB<sup>3</sup></b>	<b>EXTENDED PRICE/LB</b>
	<b>Delivered to:</b>			
0001F	Alabama	40,000		
0002F	Arizona	40,000		
0003F	Arkansas	40,000		
0004F	California	200,000		
0005F	Colorado	40,000		
0006F	Connecticut	40,000		
0007F	Delaware	40,000		
0008F	Florida	80,000		
0009F	Georgia	80,000		
0010F	Idaho	40,000		

0011F	Illinois	80,000		
0012F	Indiana	80,000		
0013F	Iowa	40,000		
0014F	Kansas	40,000		
0015F	Kentucky	40,000		
0016F	Louisiana	40,000		
0017F	Maine	40,000		
0018F	Maryland	40,000		
0019F	Massachusetts	40,000		
0020F	Michigan	40,000		
0021F	Minnesota	40,000		
0022F	Mississippi	40,000		
0023F	Missouri	40,000		
0024F	Montana	40,000		
0025F	Nebraska	40,000		
0026F	Nevada	40,000		
0027F	New Hampshire	40,000		
0028F	New Jersey	40,000		
0029F	New Mexico	40,000		
0030F	New York	40,000		
0031F	North Carolina	40,000		
0032F	North Dakota	40,000		
0033F	Ohio	40,000		
0034F	Oklahoma	40,000		
0035F	Oregon	40,000		
0036F	Pennsylvania	80,000		
0037F	Rhode Island	40,000		
0038F	South Carolina	40,000		
0039F	South Dakota	40,000		
0040F	Tennessee	40,000		
0041F	Texas	160,000		
0042F	Utah	40,000		
0043F	Vermont	40,000		
0044F	Virginia	40,000		
0045F	Washington	40,000		
0046F	Washington, D.C.	40,000		
0047F	West Virginia	40,000		
0048F	Wisconsin	40,000		
0049F	Wyoming	40,000		
0050F	Alaska <sup>4</sup>			
0051F	Hawaii <sup>4</sup>			
0052F	Puerto Rico <sup>4</sup>			

<sup>1</sup>The pricing of all delivery orders issued under this contract will be adjusted using an economic price adjustment (see Economic Price Adjustment Procedure in paragraph B.4). In order to calculate the economic price adjustment, all offerors are required to indicate, for each product offered, the percentage of the PRICE/LB that is directly related to the material cost (the turkey used in the production of the finished product).

<sup>2</sup>The EST QTY (LBS) column reflects the amount and destination of product that AMS estimates will be ordered during the contract period. AMS is not certain where, when, or how much product will be needed during this period and actual orders could vary significantly from the indicated quantities. Exhibit 3 is included for informational purposes only – it is a list of previous orders for these products. Future orders are not guaranteed to correlate with previous orders and any reliance contractors make is at their own risk.

<sup>3</sup>AMS is not certain where, when, or how much product will be needed during this period. Therefore, since AMS may need to place delivery orders to any of the destinations in the Schedule, all offerors are required to provide pricing for delivery to all destinations, with offshore destinations being optional (see next note).

<sup>4</sup>Offerors are encouraged to propose pricing to offshore FOB destinations; however, these items are optional. Note: that other Contract Line Item Numbers (CLINS) listed within the contiguous States (Washington, California, etc.) may be inclusive of FAS delivery to ports.

- 2) Pricing shall be the same for all delivery points within each state and shall be inclusive of all delivery charges, including multiple stops. Trucks may have from one to three delivery stops. If multiple stops are required and some of the stops are in different states, the portion of the load being delivered within each state shall be at the contract price applicable to that state in the Schedule.
- 3) Economic Price Adjustment Procedure:

The percentage of the unit contract price identified by the contractor, representing the material (turkey), may be adjusted upward or downward based on the change in the applicable index identified below for each product, from the Friday before award (Index) to the Friday before delivery orders are issued. If no index is available for the Friday immediately prior to the delivery order issuance, the index issued on the previous Friday will be used. The adjusted unit price will be determined for each delivery order by applying the following formula:

$$\text{Adjusted Unit Price} = [(Y/Z)*S(P)] + [(1-S)*(P)]$$

Where

Z = Base Index

Y = Index for the Friday before delivery orders are placed.

S = Percentage of Price Subject to Adjustment (identified by the contractor)  
P = Base Unit Contract Price = Awarded Unit Contract Price

In the event that the selected index is discontinued, the Contracting Officer and Contractor will mutually agree on a replacement index.

**Index for CLINS A, B, E, and F**

Index: USDA Market News Weekly Weighted Average Price, Breasts, B/S, Tom-Fresh  
Link to Index Report: <https://www.ams.usda.gov/market-news/search-market-news>  
Note: Under “Find Results, Report Number:” enter “NW” in the XX field, “PY” in the YY field, “029” in the 100 field, and select “GO”. Select the archived report for the Friday immediately prior to the date for which the index is being calculated.

**Index for CLIN C**

Index: USDA Weekly National Fresh and Frozen Whole Young Turkeys (Fri), U.S. Grade A – FROZEN, (Weighted Average of 8-16 lb (Hens) + 16-24 lb/2 (Toms))  
Link to Index: <https://www.ams.usda.gov/market-news/search-market-news>  
Note: Under “Filename like” box, enter *wturkey*. Under “Search Options”, “Document Type,” select PDF and then select “GO”. Select the archived report for the Friday immediately prior to the date for which the index is being calculated.

**Index for CLIN D**

A = USDA Market News Weekly Weighted Average Price, Breasts, B/S, Tom-Fresh  
B = USDA Market News Weekly Weighted Average Price, Thigh Meat, B/S-Fresh  
Index:  $(A \times .58) + (B \times .42)$   
Link to Index Report: <https://www.ams.usda.gov/market-news/search-market-news>  
Note: Under “Find Results, Report Number:” enter “NW” in the XX field, “PY” in the YY field, “029” in the 100 field, and select “GO”. Select the archived report for the Friday immediately prior to the date for which the index is being calculated.

**Example of Economic Price Adjustment Calculation**

A contract was awarded on Tuesday, January 12, 2016 for CLIN D, Turkey Roasts FRZ CTN-32-48 LB (100125), at a **base price of \$2.50 per pound** with the contractor indicating that **turkey represents 25% of the unit price**. A delivery order for this product is to be issued on Wednesday, January 20, 2016.

The Base Index (Z), for the Friday before award (Friday January 8, 2016), is calculated as follows:

A = 558.00 (see Exhibit 1)

B = 110.70 (see Exhibit 1)

**Z = (558.00 x .81) + (110.70 x .09) = 551.61**

The index for the delivery order (Y), the Friday before the delivery order is issued (Friday, January 15, 2016), is calculated as follow:

A = 550.00 (see Exhibit 1)

B = 109.89 (see Exhibit 1)

**Y = (550.00 x .81) + (109.89 x .09) = 455.39**

Adjusted Unit Price =  $[(Y/Z) \times S(P)] + [(1-S) \times (P)]$

Where

Z = Base Index = 551.61

Y = Index for the Friday before delivery orders are placed = 455.39

S = Percentage of Price Subject to Adjustment (identified by the contractor) = 25%

P = Base Unit Contract Price = Awarded Unit Contract Price = \$2.50

Calculation of Adjusted Unit Price:

$$\begin{aligned} &= [(Y/Z) \times .25(P)] + [(1-.25) \times (P)] \\ &= [(455.39/551.61) \times .25(2.50)] + [(1-.25) \times (2.50)] \\ &= (.8256 \times .6250) + (.7500 \times 2.5000) \\ &= .5160 + 1.8750 \\ &= \$2.3910 \text{ per pound} \end{aligned}$$

The adjusted unit price for the delivery order is \$2.3910/lb. The economic price adjustment is a .1090 decrease per pound.

- 4) 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.
- 5) Period of Performance: The period of performance under this contract is the period during which delivery orders may be issued. The period of performance for this contract is as follows:

Base Period:                      Date of Contract Award through Twelve Months

- 6) Guaranteed Minimum: The Guaranteed Minimum (G. Min.) for each product during the life of the contract will be as follows:

Material #	Material	Guaranteed Min. Trucks
100121	TURKEY BREAST DELI FRZ CTN-40 LB	80
100122	TURKEY BREAST SMKD DELI FRZ CTN-40 LB	25
100123	TURKEY CONSUMER PACK WHOLE CTN-30-60 LB	3
100125	TURKEY ROASTS FRZ CTN-32-48 LB	120
100126	TURKEY HAMS SMKD FRZ CTN-40 LB	40
110554	TURKEY BREAST DELI SLICED FRZ PKG-8/5 LB	40

- 7) Delivery shall be:
- FOB Destination;
  - Inclusive of all transportation costs, including multiple stops;
  - In accordance with a delivery order issued as a Purchase Order (PO). The PO will specify the half-month period in which delivery must be made. This half-month period will be between the first and fifteenth of the month or the sixteenth to the end of the month. 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.
- 8) Questions regarding this solicitation/contract will only be addressed in writing via email to: Barbara Nelson, Contract Specialist at [Barbara.Nelson@ams.usda.gov](mailto:Barbara.Nelson@ams.usda.gov) or Glenn Reid, Contract Specialist at [Glenn.Reid@ams.usda.gov](mailto:Glenn.Reid@ams.usda.gov) with “Turkey Products” in the subject line.

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

- Paragraph (g) of FAR 52.212-4 is superseded by the “Invoices and Payment Process” section.

**3) FAR 52.216-4 Economic Price Adjustment – Labor and Material (JAN 1997)**

This clause shall be carried out as described in Section B.4 upon issuance of each Delivery Order (PO).



**4) 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) Dianna Price  
(Email) [Dianna.Price@ams.usda.gov](mailto:Dianna.Price@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.

**5) 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.

(d) 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.

**6) FAR 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/purchase orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through 15 months years thereafter.

(b) All delivery orders/purchase 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/purchase 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.

**7) FAR 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 **1 Truckload per half-month delivery period**, 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 **the delivery constraints indicated by the contractor**;

(2) Any order for a combination of items in excess of **the delivery constraints indicated by the contractor**; or

(3) A series of orders from the same ordering office within **15** days that together call for quantities exceeding the limitation in subparagraph (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 Regulations (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 **3** 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.

Note: All delivery orders will be in truckload units of **40,000 pounds per truckload** with the exception of the Turkey Consumer Pack, which will be **38,000 pounds per truckload**. Some trucks may require one to three stops.

**8) FAR 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 following the end of the effective period of this contract.**

**9) 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.

**10) 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.

**11) 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.

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

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(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) (Public Laws 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:

*[Contracting Officer check as appropriate.]*

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

(4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved]
- (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12) (i) 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).
- (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) [Reserved]
- (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Oct 2014) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.
- \_\_\_\_ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_\_ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- \_\_\_\_ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_\_ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).



- x   (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- \_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- x   (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- x   (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]*
- \_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- x   (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- x   (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- x   (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards - - Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- \_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (6) 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).
- \_\_\_ (7) 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).
- \_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

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

\_\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, 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) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

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

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

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

- (ix) 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.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi)   x   (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 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.)
- (xiii) 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)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 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.
- (xviii) 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.

**13) 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 debarring 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.

#### **14) 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 Defense Requirements**

Current and potential Contractor(s) and subcontractor(s) shall have an approved food defense plan in place that provides for the security of a plant's production processes and includes the storage and transportation of pre-production raw materials and other ingredients and post-production finished product. The plan shall address the following areas, as applicable: (1) food security plan management; (2) outside and inside security of the production and storage facilities; (3) slaughter and processing, including all raw material sources; (4) shipping and receiving; (5) storage; (6) water and ice supply; (7) mail handling; (8) personnel security; and (9) transportation, shipping, and receiving (includes the sealing of any transport conveyance for truck lot and less-than-truck lot quantities of finished product).

The documented and operational food defense plan must be audited by USDA, AMS prior to the offer due date of the solicitation. Any nonconformance(s) listed in the audit report for poultry and livestock products must be addressed in writing within 14 days to the Contracting Officer. However, for fruit and vegetable products, nonconformance(s) must be addressed prior to the offer due date of the solicitation. Potential Contractors will have an opportunity to correct identified nonconformance(s) and modify their food defense plan. The frequency of any follow-up food defense audits will be determined by the Contracting Officer. Approved food defense audit is valid for twelve (12) months from the date of approval.

Contractors who receive contracts must have their documented food defense plan and supporting documentation readily available for review by the Contracting Officer or AMS agents. Records may be maintained on hard copy or electronic media. However, records maintained as electronic media will be made available in printed form immediately upon request by AMS or its agents.

All inquiries concerning audit requirements and scheduling should be forwarded to your local Grading Division office for clarification. Furthermore, USDA will not grant/accept any waiver requests for the food defense audits. It is the responsibility of the contractor and/or subcontractor to schedule the audit in a timely manner to ensure it has been completed and approved prior to the Offer Due Date of any solicitation. Offerors who submit a bid with a processing plant and/or shipping point that are not in compliance with this requirement will be deemed non-responsive for that processing plant and/or shipping point.

## **c. Manufacturing Practices – Processed Fruit and Vegetable and Poultry Products**

### **1. Current Good Manufacturing Practices**

All processed fruit and vegetables must be produced in accordance with the Food and Drug Administration's Current Good Manufacturing Practices (21 C.F.R., Part 110).

## **2. Plant Survey or Plant Systems Audit (PSA)**

Successful offerors are required to undergo and pass an annual plant survey or PSA. The primary purpose of a plant survey or PSA is to ensure that products are produced in a clean, sanitary environment and verify that Federal requirements are met. Contractors are required to maintain process operations records that are sufficiently detailed as to allow AMS, Fruit and Vegetable Programs, Specialty Crop Inspection Division (SCI) to determine past and current sanitation practices.

The AMS, Fruit and Vegetable Program, SCI, will conduct the plant surveys/PSA. SCI personnel will follow the procedures found in the most current version of SCI AIM, Sanitation and Safety Manual, or the most current version of SCI AIM, Plant Systems Audit Manual. Contractors must provide the Contracting Officer with a copy of an acceptable completed plant survey/PSA. An acceptable plant survey/PSA will be valid for one year.

Contractors who have a SCI in-plant contract service agreement will be considered as having met the plant survey/PSA requirement, since a plant survey/PSA is a prerequisite to a contract service agreement. Similarly, Contractors who have completed a SCI plant survey/PSA for any other purpose within one year of award will also be deemed to have satisfied this requirement.

The plant survey/PSA must be completed and approved prior to the Offer Due Date of the solicitation. It is the responsibility of the contractor and/or subcontractor to schedule the audit in a timely manner to ensure it has been completed and approved prior to the Offer Due Date of the solicitation. Offerors who submit a proposal with a processing plant and/or shipping point that are not in compliance with this requirement will be deemed non-responsive for that processing plant and/or shipping point.

### **d. 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 1/8<sup>th</sup> 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 in accordance with section 16.d of this Contract.

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.

**e. 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 they will need 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 4** 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 due to 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) offer prices(s) on the site number(s) the firm want(s) to be considered for award, and 3) total quantity the company wants to be awarded (constraints in truck-lot or cases). All sections of the offer form must be completed, including prices and constraints, prior to final submission in WBSCM.

In addition, the offeror must attach all required documents to the vendor's offer in WBSCM, including but not limited to the offeror's technical proposal, additional cost proposal information and any supporting documents to the cost proposal, and past performance information.



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

1. Offer certifies that the offer is made subject to the Item Description and Requirement (IDR); this 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.

**f. Contract Compliance**

The contractor must assure compliance with all requirements of this Contract, and any applicable IDR, Commodity Specification, and/or Supplement 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 original AMS inspection and grading certificate required for the product (PY-210P, FV-66, etc.) must accompany each shipment.

A Grader, or other authorized personnel under the supervision of the Grader, will stamp one end of each shipping container prior to shipment with the appropriate information for the product. If there is inadequate space available on either end of the shipping container, the stamp may be applied to a side of the container.

## **g. 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, and the applicable Delivery Order. 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 unless, at the time of such loading, 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. 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.

- d. 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.
- e. 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.
- f. 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.

#### **4. Obliteration of Markings**

The appearance in commercial or other channels of containers and container materials bearing markings required under the contract may cause USDA expense in determining whether commodities have been diverted from authorized use and in answering inquiries. The contractor agrees to take necessary action to prevent the appearance in commercial or other channels of any labels, bags, cans, can lids, cases, or any other type of packaging, either filled or unfilled (hereinafter referred to as "containers and container materials"), bearing markings specific to the contract (i.e. the "contract compliance stamp") including those held by the contractor or others, e.g., overruns. The following actions with respect to all inner and outer containers and container materials will constitute compliance with the intent of this clause: (a) complete obliteration of all markings required under the contract with a permanent opaque paint, or removal of labels which bear such markings, and overlaying or replacing markings so obliterated or removed with commercial labeling; or (b) placing a transparent pressure-sensitive sticker on all containers and container materials bearing USDA markings, which shall state in lettering of a prominent size "SALVAGE BY (insert firm's name)" directly on the

“NOT TO BE SOLD OR EXCHANGED” legend wherever it appears on the containers and container materials; (c) drawing one or more x’s completely through the markings and with a permanent stamp conspicuously placing thereon the following legend: “This container has not been used and shall not be used for shipment of Government commodities.”; or (d) any other actions, approved by the Contracting Officer, which accomplish the intent of the foregoing.

## **5. 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.

## **6. 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.5 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.

## **h. 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 and Item Description and Requirement (IDR), if such replacement is agreed to by USDA.

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

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.

### **i. 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 report evidencing delivery of product (Optional);
- d. Other required documents identified in the Item Description and Requirement (IDR), Commodity Supplement, and/or Specification;
- 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.

<b>If the items delivered are:</b>	<b>Payment must be made as close as possible to but not later than:</b>
<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 <sup>th</sup> 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 Contractor's CCR.

**D) CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS:**



# EXHIBIT 1 – USDA POULTRY MARKET NEWS REPORT FOR CLINS A, B, D, E AND F

NW\_PY029

Des Moines, IA

Fri. Jan 08, 2016

USDA Market News

## TURKEY: Daily National Young Turkey Parts (Fri)

BULK MEAT and FROZEN (UNLESS SPECIFIED), CENTS PER LB., DELIVERED FIRST RECEIVERS, AS OF 8 JANUARY 2016.

The white meat market is steady to weak. The market on white trims is steady. Demand light to fair, best on trims. Offers light to moderate. The institutional sized breast market is firm. Demand light to fair. Offerings very light. The tom bulk parts market is steady to weak. Demand light to fair. Offerings light to moderate. The thigh meat market is steady to instances weak. The mechanically separated turkey market is steady at best on fresh and instances weak on frozen. Demand light to fair. Offerings moderate. Trading slow to moderate. For domestic: frozen tails at 37.5 cents delivered. For export: fresh bone-in thighs at 84.5 cents delivered.

DOMESTIC TRADING	PRICE RANGE	LST CDE	WTD AVG PRICE (000)	WEEKLY		
				WTD AVG PRICE (000)	WEEKLY VOLUME (000)	
BREASTS, 4-8 LBS GRADE A 2/	140.00		140.00	4	140.00	4
BREASTS, 4-8 LBS GRADE A--FRESH 2/	208.00		208.00	3	208.00	3
BREASTS, 4-8 LBS PLANT GRADE 2/						
DRUMSTICKS, TOM	51.00-54.00		52.11	38	53.43	92
DRUMSTICKS, TOM--FRESH	52.00-53.00		52.03	124	53.00	244
DRUMSTICKS, HEN	49.00		49.00	13	49.56	18
WINGS, FULL-CUT, TOM	44.00-49.00		44.85	386	45.74	492
WINGS, FULL-CUT, HEN		R	59.00	9	59.00	9
WINGS, V-TYPE, TOM		R	66.00	26	66.00	28
WINGS, V-TYPE, HEN		R	209.09	66	208.55	76
NECKS, TOM	31.00-35.00		32.01	268	32.61	335
NECKS, HEN		R	30.00	1	30.00	1
BREASTS, B/S, TOM 3/						
BREASTS, B/S, TOM--FRESH 3/	550.00		550.00	20	558.00	60
THIGH MEAT	108.00-111.00		109.14	21	109.26	43
THIGH MEAT--FRESH	109.00-113.00		110.67	664	110.70	724
BREAST TRIM MEAT						
SCAPULA MEAT	275.00		275.00	24	275.00	24
WING MEAT WITH SKIN	148.00		148.00	80	148.00	80
TENDERLOINS	405.00		405.00	4	405.00	4
DESTRAPPED TENDERS						
DESTRAPPED TENDERS--FRESH	495.00		495.00	210	495.00	210
MECHANICALLY SEPARATED 4/	24.00		24.00	40	25.60	200
MECHANICALLY SEPARATED--FRESH 4/	28.00-31.00		30.05	314	30.42	514

## EXPORT TRADING

DRUMSTICKS, TOMS	49.00-52.00		50.09	90	50.09	90
WINGS FULL-CUT - TOMS						
WINGS, V-TYPE, TOM						
TAILS	41.00		41.00	40	41.00	40
MECHANICALLY SEPARATED 4/	26.00		26.00	40	26.00	40
THIGH MEAT - FROZEN						

1/ CODES FOR LAST SIGNIFICANT TRADE (L.S.T.):

M=MONDAY T=TUESDAY W=WEDNESDAY R=THURSDAY F=FRIDAY

2/ Breasts are bagged; rib, back, and wing meat included; and basted.

3/ Boneless and skinless without tenderloins. 4/ 15-20% fat with skin added.

Source: USDA AMS Livestock, Poultry & Grain Market News

Des Moines, IA 515.284.4460 email: PYMNDSM@ams.usda.gov

[http://www.ams.usda.gov/mnreports/NW\\_PY029.txt](http://www.ams.usda.gov/mnreports/NW_PY029.txt)

Prepared: 08-Jan-16 02:42 PM E GM

# EXHIBIT 1 – USDA POULTRY MARKET NEWS REPORT FOR CLINS A, B, D, E AND F

NW\_PY029

Des Moines, IA

Fri. Jan 15, 2016

USDA Market News

**TURKEY: Daily National Young Turkey Parts (Fri)**

BULK MEAT and FROZEN (UNLESS SPECIFIED), CENTS PER LB., DELIVERED FIRST RECEIVERS, AS OF 15 JANUARY 2016.

The market on white meat and white trims is steady to weak with lower trending breast meat offering prices reported. White meat demand is light while white trims are light to fair. Offerings light to moderately heavy, mostly moderate. The market on frozen tom bulk parts is steady to weak and fresh is steady. Demand light to fair with demand on fresh tom drums fair to good. The thigh meat market is steady to instances weak. Demand light to fair with fresh both the most active. Offerings light to moderate. The mechanically separated turkey (MST) market is steady to weak. Demand light to fair with fresh the most active at lower prices. Offerings moderate. Trading heavy on fresh tom drums and MST, balance slow to moderate. For domestic: fresh tom full-cut wings 48 cents delivered.

DOMESTIC TRADING	PRICE RANGE	LST CDE	WTD AVG PRICE	WEEKLY		
				WTD AVG PRICE	WEEKLY VOLUME	
BREASTS, 4-8 LBS GRADE A 2/		M	135.00	4	135.00	4
BREASTS, 4-8 LBS GRADE A--FRESH 2/	171.00-207.00		179.00	9	179.00	9
BREASTS, 4-8 LBS PLANT GRADE 2/						
DRUMSTICKS, TOM	49.00-54.00		50.19	253	51.37	419
DRUMSTICKS, TOM--FRESH			52.00	624	52.21	764
DRUMSTICKS, HEN			53.00	18	53.00	75
WINGS, FULL-CUT, TOM	45.00-49.00		45.95	186	45.69	558
WINGS, FULL-CUT, HEN			59.00	14	59.00	14
WINGS, V-TYPE, TOM		M	62.50	80	62.50	80
WINGS, V-TYPE, HEN	205.00		205.00	2	205.00	8
NECKS, TOM	32.00-43.00		32.65	217	33.12	684
NECKS, HEN		T	30.00	20	30.00	20
BREASTS, B/S, TOM 3/	500.00		500.00	20	500.00	20
BREASTS, B/S, TOM--FRESH 3/	550.00		550.00	6	550.00	6
THIGH MEAT	110.00-115.00		111.18	38	110.90	50
THIGH MEAT--FRESH	108.00-114.00		109.72	438	109.89	598
BREAST TRIM MEAT						
SCAPULA MEAT	270.00		270.00	8	270.00	48
WING MEAT WITH SKIN	144.00		144.00	40	118.22	360
TENDERLOINS		W	390.00	20	390.00	20
DESTRAPPED TENDERS						
DESTRAPPED TENDERS--FRESH		M	490.00	40	490.00	40
MECHANICALLY SEPARATED 4/		F	24.00	40		
MECHANICALLY SEPARATED--FRESH 4/	17.00-28.50		23.12	825	23.57	1,125


  

EXPORT TRADING						
DRUMSTICKS, TOMS	50.00-52.00		50.99	196	50.99	196
WINGS FULL-CUT - TOMS	45.00		45.00	60	46.30	460
WINGS, V-TYPE, TOM	59.00		59.00	384	59.00	384
TAILS		F	41.00	40		
MECHANICALLY SEPARATED 4/		T	22.00	120	22.00	120
THIGH MEAT - FROZEN						

1/ CODES FOR LAST SIGNIFICANT TRADE (L.S.T.):  
M=MONDAY T=TUESDAY W=WEDNESDAY R=THURSDAY F=FRIDAY  
2/ Breasts are bagged; rib, back, and wing meat included; and basted.  
3/ Boneless and skinless without tenderloins. 4/ 15-20% fat with skin added.  
Source: USDA AMS Livestock, Poultry & Grain Market News  
Des Moines, IA 515.284.4460 email: PYMNDMS@ams.usda.gov  
http://www.ams.usda.gov/mnreports/NW\_PY029.txt

Prepared: 15-Jan-16 02:52 PM E GM

**EXHIBIT 1 – USDA POULTRY MARKET NEWS REPORT FOR CLIN C**


**TURKEY: Weekly National Fresh and Frozen Whole Young Turkeys (Fri)** **Fri. Jan 8, 2016**  
 USDA Livestock, Poultry, & Grain Market News  
 Weighted Average Prices, cents per pound, F.O.B. Shipper Dock Basis - Week Ending January 08, 2016

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**FROZEN Whole Body Turkeys** - commodity pack or equivalent; minimum 10,000 lb lots; current negotiation for delivery within two weeks.

U.S. Grade A - FROZEN	Current Week		Last Week		Last Year		December Averages		
	wtd avg (cents/lb)	volume (000 lbs.)	wtd avg (cents/lb)	volume (000 lbs.)	wtd avg (cents/lb)	volume (000 lbs.)	This Month	Last Month	Last Year
<b>8-16 lb. (Hens)</b>	<b>115.30</b> <sup>1</sup>		116.25 <sup>1</sup>		99.75 <sup>1</sup>		123.96	130.63	106.79
<b>16-24 lb. (Toms)</b>	<b>114.64</b>	22	112.50	20	100.00	20	127.93	132.83	106.67

<sup>1</sup> based on offers.

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**FRESH Whole Body Turkeys** - with timers; for delivery within the next seven days.

U.S. Grade A - FRESH	Current Week		Last Week		Last Year		December Averages		
	wtd avg (cents/lb)	volume (000 lbs.)	wtd avg (cents/lb)	volume (000 lbs.)	wtd avg (cents/lb)	volume (000 lbs.)	This Month	Last Month	Last Year
<b>Priced At Time Of Sale:</b>									
8-16 lb. (Hens)	132.71	38.0	145.49	45.0	118.93	27.0	155.85	159.80	128.35
16-24 lb. (Toms)	129.75	20.0	144.50	10.0	119.40	25.0	156.98	159.98	128.43
<b>Price To Be Determined:</b>									
8-16 lb. (Hens)	--		--	1.0	--	2.0	--	--	--
16-24 lb. (Toms)	--		--	1.0	--	2.0	--	--	--

## 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.**

*Knowingly and willingly making false statements may also constitute a violation of the Perishable Agricultural Commodities Act (7 U.S.C., 499a-499t), and may result in monetary penalties or license suspension or revocation.*

Signature: \_\_\_\_\_  
Print and Sign Name (Only authorized signatures)

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

### **EXHIBIT 3 – AMS HISTORICAL DELIVERY INFORMATION BY STATE**

See the attached Spreadsheet entitled “Exhibit 3”. This information is historical information for reference only and does not guarantee or imply future ordering patterns.

## EXHIBIT 4 – 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](mailto: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 5 – PAST PERFORMANCE 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 6 – QUALIFICATION REQUIREMENTS FOR PROSPECTIVE CONTRACTORS SELLING COMMODITIES TO USDA**

**June 2014**

## **I. Introduction**

The United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS) procures various domestically produced and processed agricultural products for the National School Lunch Program and other domestic food and nutrition assistance programs.

The qualification requirements requested as part of the application package for a prospective contractor are required by the Federal Acquisition Regulations (FAR) part 9, Vendor Qualifications, and are necessary for AMS to carry out its procurement mission. A prospective contractor shall be determined to be qualified by the Contracting Officer prior to submitting offers under an AMS solicitation. A prospective contractor must complete and submit all materials requested herein to the AMS Commodity Procurement Staff.

The Contracting Officer will review the application package and determine if a prospective contractor is eligible to participate in the USDA, AMS, commodity procurement programs, and can be added to the Qualified Vendors List. Access to the Web-Based Supply Chain Management (WBSCM) system for submission of offers (bids) shall be granted only to Qualified Vendors after the application process has been completed.

Procurement information, including the AMS Master Solicitation for Commodity Procurements, Supplements to the AMS Master Solicitation and USDA Commodity Specifications, information on WBSCM, current Solicitations, and historical contract award information, is located at <http://www.ams.usda.gov/commoditypurchasing>.

A prospective contractor may submit its application package at any time and will be notified whether requirements have been satisfied and approval to bid is granted. A prospective contractor that is a small business concern may be referred to the Small Business Administration (SBA) for a Certificate of Competency, if deemed necessary by the Contracting Officer. There is no established amount of time to submit, review or approve an applicant vendor.

## **II. Administrative Requirements**

Prospective contractors shall be registered in the System for Award Management (SAM), which can be accessed at [www.sam.gov](http://www.sam.gov). SAM requires a one-time business registration with mandatory annual updates. An expired SAM registration will prohibit a contractor's ability to enter an offer into WBSCM or to receive payments. The SAM registration is valid for one year from the date of submission and must be updated annually. SAM will notify you 60, 30 and 15 days prior to expiration of your record. SAM allows a prospective contractor to control the accuracy of its own business information. It is the responsibility of the contractor to maintain current SAM registration. There is no fee to register in SAM and the data from registration will be used for procurement and payment purposes.

A. Each prospective contractor shall submit the WBSCM Vendor Registration Form, available at the website referenced above, as part of the application package. Once the prospective contractor is approved, the WBSCM Registration Form will be processed to allow the qualified vendor to submit offers. Access



to offer entry in WBSCM is reserved for qualified vendors only. Please send the form once it is completed to the Small Business Coordinator, Dianna Price at dianna.price@ams.usda.gov.

B. A prospective contractor who is a certified 8(a) and/or HUBZone, but is not certified in SAM as such, must submit a copy of their applicable **SBA certificate(s)** in order to submit bids as an 8(a) or HUBZone vendor.

### **III. Capability Requirements**

In accordance with FAR 9.104-1 and 9.104-3(b), each prospective contractor shall certify its capability to perform, by including the following in their application package:

A. A written submission on company letterhead with a signature, authenticating the exact legal name, and including the following:

1. A description of historical business experience including the number of years it has sold the specific USDA commodity product(s) or similar product in the commercial marketplace or to governmental organizations.

2. Any additional pertinent information regarding a prospective contractor's capabilities, such as, but not limited to, a satisfactory record of integrity and business ethics, and verification that it is otherwise qualified and eligible to receive an award under applicable laws and regulations.

B. Three reference letters from customers the prospective contractor has sold similar products to (on letterhead with signatures).

C. In accordance with 13 CFR 121.406, **a prospective contractor that is a non-manufacturer** must be engaged in the wholesale or retail trade and sell the items being offered to the general public.

1. Non-manufacturer means a small business concern that is primarily engaged in the wholesale or retail trade and normally sell the items being supplied to the general public; and will supply the end item of a small business manufacturer or processor made in the United States.

2. The non-manufacturer must provide a copy of the written agreement in effect between itself and the subcontractor(s) (manufacturer), to certify compliance with federal regulatory requirements and applicable AMS Solicitation requirements. The agreement must be on company letterhead and must be signed by both parties.

3. In addition, non-manufacturers must provide a complaint and dispute resolution proposal for rejected or defective products.

### **IV. Financial Responsibility**

A financial responsibility determination will be made prior to submission of bids.

A. Prospective contractors must provide their most current Dun and Bradstreet (D&B) analysis report. In order to facilitate their responsibility determination, AMS will request and evaluate D&B's analysis report for each prospective contractor.

B. It is highly recommended that each prospective or qualified contractor review and submit its financial statements to D&B as this information impacts the D&B reports.

1. Please contact the D&B at 866-721-2275 and request the Business Information Report, or the D&B web address is: <https://creditreports.dnb.com/m/home#megamenu.html>

2. The financial statement submitted to D&B should be the period ending December 31st of the previous year.

C. A prospective contractor shall demonstrate that it has adequate financial resources to perform the contract, or has the ability to obtain them, as required by FAR part 9.104-3(a), including the availability of necessary working capital and satisfactory credit. This may include, but is not limited to, the financial protection against losses as set forth in FAR part 28. Firms that are veteran-owned or service-disabled veteran-owned small businesses (SDVOSB), and those certified under the U.S. Small Business Administration's 8(a) program, must provide insurance or line of credit equal to, or above, the project contract award total (FAR part 28).

The prospective contractors must provide its most current, complete comparative financial statement.

1. The financial statement must be prepared in accordance with generally accepted accounting principles and be audited or reviewed by an independent certified public accountant in accordance with standards established by the American Institute of Certified Public Accountants.

2. At a minimum, the statement should include a balance sheet, profit and loss statement, statement of cash flows, statement of retained earnings and any notes to the financial statement.

3. For partnerships, the last fiscal year end or current financial statement of the partnership and the personal financial statement of each partner will be required.

4. For individuals, financial statements that include all of his/her personal and business assets and liabilities will be required.

The Contracting Officer shall examine and revalidate all qualified vendors every seven years to assure continued compliance with the requirements of FAR part 9.

## **V. Food Defense Requirements**

All qualified contractors and subcontractors must have a documented and operational food defense plan that provides for the security of a plant's production processes and includes the storage and transportation of pre-production raw materials and other ingredients and post-production finished products. The plan shall address the following areas, where applicable: (1) food defense plan management; (2) outside and inside security of the production and storage facilities; (3) slaughter and processing, including all raw material sources; (4) controlled access to production and storage areas; (5) storage; (6) water and ice supply; (7) mail handling; (8) personnel security; and (9) transportation, shipping, and receiving (includes the sealing of any transport conveyance for truck lot and less-than-truck lot quantities of finished product).

A. The food defense plans are audited by AMS. Any nonconformance identified must be addressed in writing to both the Contracting Officer and Auditor. Contact the appropriate AMS Audit and Accreditation Programs for information on food defense audit services. Contacts for each commodity area are found on the AMS website at [www.ams.usda.gov/isaap](http://www.ams.usda.gov/isaap).

B. For meat, fish, poultry, and egg products, reference the Food Safety and Inspection Service (FSIS) "Security Guidelines for Food Processors" at the following website:

<http://www.fsis.usda.gov/OA/topics/SecurityGuide.pdf>. Information for the transportation and distribution of meat, poultry, and egg products is found at the following website:

<http://www.fsis.usda.gov/oa/topics/transportguide.htm>.

C. For fruits, vegetables, shell eggs, and other food products regulated by the Food and Drug Administration (FDA), reference FDA's "Food Producers, Processors, and Transporters: Food Security Preventive Measures Guidance" dated October, 2007 at the following website:

<http://www.fda.gov/Food/FoodDefense/FoodSecurity/default.htm>.

## **VI. Pre-Award Plant Surveys**

A. After receiving the qualification information, a pre-award plant survey or capability assessment will be conducted to verify that a prospective contractor meets AMS qualification requirements. The pre-award survey/assessment will be conducted by the applicable AMS Program—Livestock, Poultry and Seed or Fruit and Vegetables—to evaluate technical, production, and transportation capabilities, and quality assurance and production control procedures of the vendor.

B. Specific pre-award plant survey/assessment requirements are referenced in the Supplement and/or Commodity Specification(s) applicable to the commodities the prospective vendor is interested in supplying. These documents can be found on the Commodity Purchasing website at [www.ams.usda.gov/commoditypurchasing](http://www.ams.usda.gov/commoditypurchasing). For more information, contact the Commodity Procurement Staff at 202-720-4517.

## **VII. Contractor Approval**

Upon successful submission and review of the application package materials, the contractor is added to the Qualified Bidders List, given a WBSCM Corporate Vendor Administrator role and a Vendor Offeror role, and is ready to submit bids on AMS solicitations.

A prospective contractor is encouraged to submit the application package as soon as possible to allow ample time for the processes of approval and subsequent WBSCM registration prior to the closing date for the targeted solicitation. A checklist (Exhibit 1) is provided to assist the applicant with submission of a complete package. Provide all of the documents outlined in the Vendor Qualifications Requirements (PDF) document to our Small Business Coordinator via email to [Dianna.Price@ams.usda.gov](mailto:Dianna.Price@ams.usda.gov).

Questions regarding this process may be directed to Ms. Price. Except as provided in FAR Part 24.2 (the "Freedom of Information Act") qualification information, including the pre-award survey reports, accumulated for purposes of determining the responsibility of a prospective contractor shall not be released or disclosed outside the government. All information provided will be kept confidential to the extent permitted by law.

Under penalty of perjury, each qualification package must be submitted and signed by an individual who has the legal authority to contractually bind a prospective contractor on whose behalf that information package is submitted. If any information provided by a prospective contractor becomes inaccurate, a prospective contractor must immediately notify the contracting officer and provide updated and accurate information in writing. AMS reserves the right to waive minor irregularities and omissions in the information obtained in the qualification package submitted.

Print the following checklist and submit along with the completed application package.

Questions regarding vendor qualifications and approval should be directed to Ms. Dianna Price at 202-720-4237.

<ul style="list-style-type: none"> <li>• System For Award Management (SAM). <a href="http://www.sam.gov">www.sam.gov</a>.</li> </ul>	
<ul style="list-style-type: none"> <li>• Business Status. As indicated in SAM, business status is one of the following:</li> </ul>	
<ul style="list-style-type: none"> <li>• Large Business</li> </ul>	
<ul style="list-style-type: none"> <li>• Small Business</li> </ul>	
<ul style="list-style-type: none"> <li>• Small Disadvantaged Business</li> </ul>	
<ul style="list-style-type: none"> <li>• Women-Owned Business</li> </ul>	
<ul style="list-style-type: none"> <li>• Veteran-Owned Business</li> </ul>	
<ul style="list-style-type: none"> <li>• Service-Disabled Veteran-Owned Business</li> </ul>	
<ul style="list-style-type: none"> <li>• HUBZone Business</li> </ul>	
<ul style="list-style-type: none"> <li>• 8(a) Small Business Development Concern</li> </ul>	
<b>Send the following documents to the USDA:</b>	
<ul style="list-style-type: none"> <li>• <b>SBA certification (if applicable)</b></li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Completed <a href="#">WBSCM Vendor Registration Form</a></b></li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Company Letter certifying capability to perform.</b></li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Three (3) Letters of References</b> your company sold the same or similar products to</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Business Type.</b> Check one: <input type="checkbox"/> Manufacturer <input type="checkbox"/> Non-manufacturer</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Check one or more as applicable.</b> <input type="checkbox"/> Grower <input type="checkbox"/> Grower/Packer/Shipper <input type="checkbox"/> Processor <input type="checkbox"/> Distributor/Wholesaler <input type="checkbox"/> Broker</li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Non-manufacturers</b>, the following requirements also apply:</li> </ul>	
<ul style="list-style-type: none"> <li>• Letter from manufacturer/supplier stating it is willing to provide product that meets the commodity specifications</li> </ul>	
<ul style="list-style-type: none"> <li>• Complaint and dispute resolution proposal</li> </ul>	
<ul style="list-style-type: none"> <li>• Most current <b>Dun and Bradstreet Report (<a href="#">Business Information Report</a>)</b></li> </ul>	
<ul style="list-style-type: none"> <li>• <b>Most Recent Financial Statements</b></li> </ul>	

## E) SOLICITATION PROVISIONS

### 1) FAR 52.212-1, Instructions to Offerors – Commercial Items (OCT 2015)

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

Note: Parts 1, 2, and 3, must be submitted via WBSCM either as an attachment or as part of the WBSCM offer form.

**OFFER DUE DATE: ALL OFFERORS SHALL SUBMIT SIGNED AND DATED OFFERS TO THE OFFICE SPECIFIED IN BLOCK 9 OF THE STANDARD FORM 1449 IN THIS SOLICITATION AT OR BEFORE THE TIME SPECIFIED IN BLOCK 8.**

#### **Proposal Part 1 – 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 5 – PAST PERFORMANCE REFERENCE INFORMATION** form.

#### **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 – Price**

Offerors shall propose pricing information as specified in Section B.

Constraints: Offerors must also indicate the maximum amount of product they are capable of producing and delivering under delivery orders against any contract awarded as a result of this solicitation (constraints should be for the half month delivery periods as specified in paragraph B.8(c)). This limitation will be an award consideration if the maximum amount of product the offeror is capable of producing during the identified delivery periods is less than the sum of all product proposed by the offeror.

**QUESTIONS regarding this RFP are due on or before 01:00 pm Central Time, on Wednesday, February 17, 2016** via email, to Barbara Nelson, Contract Specialist at

[Barbara.Nelson@ams.usda.gov](mailto:Barbara.Nelson@ams.usda.gov) or Glenn Reid, Contract Specialist at [Glenn.Reid@ams.usda.gov](mailto:Glenn.Reid@ams.usda.gov) with “Questions concerning Turkey Products Solicitation” 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.

**OFFER DUE DATE:** PROPOSALS are due no later than 01:00 pm Central Time, Monday, February 29, 2016.

**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- Past Performance 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- Prices and a Constraint Document uploaded in PDF format into WBSCM.

**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 – 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 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 – Price**

Price will be evaluated and ranked per product using the estimated quantity in the schedule as a benchmark. Delivery constraints will be considered in the evaluation to ensure a sufficient capacity exists to meet ordering needs.

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

- 1) Past Performance
- 2) Management Workforce Practices and Policies
- 3) 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 the lowest

price, technically acceptable (LPTA) source selection process. 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.

The following adjectival ratings will be used to evaluate the offeror’s Past Performance:

<b>PAST PERFORMANCE RISK EVALUATION RATINGS</b>	
<b>Acceptable</b>	Little doubt exists that the offeror will successfully perform the required effort based on the offeror’s past performance record.
<b>Not Acceptable</b>	Significant doubt exists that the offeror will successfully perform the required effort based on the offeror’s past performance record.
<b>Unknown</b>	Offeror is without a record of relevant past performance or past performance information is not available (a neutral rating).

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

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

**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 defense audit required under Section C – Food Defense Requirements of this solicitation.



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

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity, Firm-Fixed-Price with Economic Price Adjustment 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 SAMwebsite.

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

- (a) 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.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**8) AGAR 452.209-70, 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.