

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

1. REQUISITION NUMBER PAGE 1 OF 60

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER 2000004819 6. SOLICITATION ISSUE DATE 06/26/2017

7. FOR SOLICITATION INFORMATION CALL: a. NAME Glenn Reid, Contract Specialist b. TELEPHONE NUMBER (No collect calls) 202-260-8937 8. OFFER DUE DATE/ LOCAL TIME 07/25/17, 01:00 pm Central Time

9. ISSUED BY CODE United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS) Commodity Procurement Staff 1400 Independence Ave SW, STOP 0239 Washington, DC 20250-0239 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR: : SMALL BUSINESS WOMAN-OWNED SMALL BUSINESS (WOSB) HUBZONE SMALL BUSINESS ECONOMICALLY DISADVANTAGED WOMEN OWNED SMALL BUSINESS (EDWOSB) SERVICE-DISABLED VETERAN - 8(A) OWNED SMALL BUSINESS NAICS: 311615 BUSINESS SIZE STANDARD: 1,250 Employees

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

15. DELIVER TO CODE See paragraph B(6)(c) 16. ADMINISTERED BY CODE See Block 9

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE TELEPHONE NO. 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE PARAGRAPH C(19)(h)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Product: Frozen Cooked Diced Chicken Contract Type: One-Year Base Period and Four One-Year Option Period FFP w/EPA, Indefinite Delivery, Indefinite Quantity (IDIQ) See Schedule on the following pages.				

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE 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, Contracting Officer 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 solicitation

_____ Proposal Part 1 – Sample Prototype delivered/mailed directly to AMS, secured with tamper-resistant, serially numbered, high-security seals, including a PY-210P grading certificate, a nutrition fact panel, a nutrient analysis, and a copy of the nutrition label for the offered product

_____ Proposal Part 2 – Technical Information, uploaded in PDF format into WBSCM

_____ Proposal Part 3 – Management and Workforce Practices and Policies, uploaded in PDF format into WBSCM

_____ Proposal Part 4 – Past Performance Information, uploaded in PDF format into WBSCM

_____ Proposal Part 5 – Prices - Base Period prices and Constraints must be entered directly in WBSCM and uploaded as an attachment in PDF format. All subsequent Option Period prices and Constraints must be uploaded as an attachment in PDF format. (Review Section B of this solicitation, in its entirety).

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 question 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) CLINS

Product: Frozen Cooked Diced Chicken		
Base Period: Date of Award through 12 Months.		
	<u>Est Qty***</u>	<u>Contractor's Price/LB**</u>
<u>CLIN 0001 Mid-Atlantic Region</u>		
CLIN 0001A Delaware	160,000	
CLIN 0001B District of Columbia	0	
CLIN 0001C Maryland	40,000	
CLIN 0001D New Jersey	790,000	
CLIN 0001E Pennsylvania	870,000	
CLIN 0001F Virginia	290,000	
CLIN 0001G West Virginia	100,000	
<u>CLIN 0002 Midwest Region</u>		
CLIN 0002A Illinois	460,000	
CLIN 0002B Indiana	310,000	
CLIN 0002C Michigan	140,000	
CLIN 0002D Minnesota	700,000	
CLIN 0002E Ohio	330,000	
CLIN 0002F Wisconsin	520,000	
<u>CLIN 0003 Mountain Plains Region</u>		
CLIN 0003A Colorado	210,000	
CLIN 0003B Iowa	190,000	
CLIN 0003C Kansas	40,000	
CLIN 0003D Missouri	220,000	
CLIN 0003E Montana	140,000	
CLIN 0003F Nebraska	250,000	
CLIN 0003G North Dakota	100,000	
CLIN 0003H South Dakota	190,000	
CLIN 0003I Utah	120,000	
CLIN 0003J Wyoming	60,000	
<u>CLIN 0004 Northeast Region</u>		
CLIN 0004A Connecticut	220,000	
CLIN 0004B Maine	100,000	
CLIN 0004C Massachusetts	610,000	
CLIN 0004D New Hampshire	100,000	
CLIN 0004E New York	970,000	
CLIN 0004F Rhode Island	130,000	
CLIN 0004G Vermont	90,000	

<u>CLIN 0005 Southeast Region</u>		
CLIN 0005A Alabama	580,000	
CLIN 0005B Florida	620,000	
CLIN 0005C Georgia	800,000	
CLIN 0005D Kentucky	430,000	
CLIN 0005E Mississippi	720,000	
CLIN 0005F North Carolina	460,000	
CLIN 0005G South Carolina	490,000	
CLIN 0005H Tennessee	260,000	
CLIN 0005I Puerto Rico*		
<u>CLIN 0006 Southwest Region</u>		
CLIN 0006A Arkansas	430,000	
CLIN 0006B Louisiana	460,000	
CLIN 0006C New Mexico	180,000	
CLIN 0006D Oklahoma	340,000	
CLIN 0006E Texas	1,150,000	
<u>CLIN 0007 Western Region</u>		
CLIN 0007A Arizona	250,000	
CLIN 0007B California	1,150,000	
CLIN 0007C Idaho	0	
CLIN 0007D Nevada	100,000	
CLIN 0007E Oregon	260,000	
CLIN 0007F Washington	410,000	
CLIN 0007G Hawaii*		
CLIN 0007H Alaska*		

Product: Frozen Cooked Diced Chicken		
Option Period 1: 13 Months from Date of Award through 24 Months.		
	<u>EST QTY***</u>	<u>Contractor's Price/LB**</u>
<u>CLIN 1001 Mid-Atlantic Region</u>		
CLIN 1001A Delaware	180,000	
CLIN 1001B District of Columbia	0	
CLIN 1001C Maryland	50,000	
CLIN 1001D New Jersey	870,000	
CLIN 1001E Pennsylvania	960,000	
CLIN 1001F Virginia	320,000	
CLIN 1001G West Virginia	120,000	
<u>CLIN 1002 Midwest Region</u>		
CLIN 1002A Illinois	510,000	
CLIN 1002B Indiana	350,000	
CLIN 1002C Michigan	160,000	
CLIN 1002D Minnesota	780,000	
CLIN 1002E Ohio	370,000	
CLIN 1002F Wisconsin	580,000	
<u>CLIN 1003 Mountain Plains Region</u>		
CLIN 1003A Colorado	240,000	
CLIN 1003B Iowa	210,000	
CLIN 1003C Kansas	50,000	
CLIN 1003D Missouri	250,000	
CLIN 1003E Montana	160,000	
CLIN 1003F Nebraska	280,000	
CLIN 1003G North Dakota	120,000	
CLIN 1003H South Dakota	210,000	
CLIN 1003I Utah	140,000	
CLIN 1003J Wyoming	70,000	
<u>CLIN 1004 Northeast Region</u>		
CLIN 1004A Connecticut	242,000	
CLIN 1004B Maine	110,000	
CLIN 1004C Massachusetts	671,000	
CLIN 1004D New Hampshire	110,000	
CLIN 1004E New York	1,067,000	
CLIN 1004F Rhode Island	143,000	
CLIN 1004G Vermont	99,000	

<u>CLIN 1005 Southeast Region</u>		
CLIN 1005A Alabama	638,000	
CLIN 1005B Florida	682,000	
CLIN 1005C Georgia	880,000	
CLIN 1005D Kentucky	473,000	
CLIN 1005E Mississippi	792,000	
CLIN 1005F North Carolina	506,000	
CLIN 1005G South Carolina	539,000	
CLIN 1005H Tennessee	286,000	
CLIN 1005I Puerto Rico*		
<u>CLIN 1006 Southwest Region</u>		
CLIN 1006A Arkansas	473,000	
CLIN 1006B Louisiana	506,000	
CLIN 1006C New Mexico	198,000	
CLIN 1006D Oklahoma	374,000	
CLIN 1006E Texas	1,265,000	
<u>CLIN 1007 Western Region</u>		
CLIN 1007A Arizona	275,000	
CLIN 1007B California	1,265,000	
CLIN 1007C Idaho	0	
CLIN 1007D Nevada	110,000	
CLIN 1007E Oregon	286,000	
CLIN 1007F Washington	451,000	
CLIN 1007G Hawaii*		
CLIN 1007H Alaska*		

Product: Frozen Cooked Diced Chicken		
Option Period 2: 25 Months from Date of Award through 36 Months.		
	<u>EST QTY***</u>	<u>Contractor's Price/LB **</u>
<u>CLIN 2001 Mid-Atlantic Region</u>		
CLIN 2001A Delaware	200,000	
CLIN 2001B District of Columbia	0	
CLIN 2001C Maryland	50,000	
CLIN 2001D New Jersey	960,000	
CLIN 2001E Pennsylvania	1,060,000	
CLIN 2001F Virginia	360,000	
CLIN 2001G West Virginia	130,000	
<u>CLIN 2002 Midwest Region</u>		
CLIN 2002A Illinois	560,000	
CLIN 2002B Indiana	380,000	
CLIN 2002C Michigan	170,000	
CLIN 2002D Minnesota	850,000	
CLIN 2002E Ohio	400,000	
CLIN 2002F Wisconsin	630,000	
<u>CLIN 2003 Mountain Plains Region</u>		
CLIN 2003A Colorado	260,000	
CLIN 2003B Iowa	230,000	
CLIN 2003C Kansas	50,000	
CLIN 2003D Missouri	270,000	
CLIN 2003E Montana	170,000	
CLIN 2003F Nebraska	310,000	
CLIN 2003G North Dakota	130,000	
CLIN 2003H South Dakota	230,000	
CLIN 2003I Utah	150,000	
CLIN 2003J Wyoming	80,000	
<u>CLIN 2004 Northeast Region</u>		
CLIN 2004A Connecticut	270,000	
CLIN 2004B Maine	130,000	
CLIN 2004C Massachusetts	740,000	
CLIN 2004D New Hampshire	130,000	
CLIN 2004E New York	1,180,000	
CLIN 2004F Rhode Island	160,000	
CLIN 2004G Vermont	110,000	

<u>CLIN 2005 Southeast Region</u>		
CLIN 2005A Alabama	710,000	
CLIN 2005B Florida	760,000	
CLIN 2005C Georgia	970,000	
CLIN 2005D Kentucky	530,000	
CLIN 2005E Mississippi	880,000	
CLIN 2005F North Carolina	560,000	
CLIN 2005G South Carolina	600,000	
CLIN 2005H Tennessee	320,000	
CLIN 2005I Puerto Rico*		
<u>CLIN 2006 Southwest Region</u>		
CLIN 2006A Arkansas	530,000	
CLIN 2006B Louisiana	560,000	
CLIN 2006C New Mexico	220,000	
CLIN 2006D Oklahoma	420,000	
CLIN 2006E Texas	1,400,000	
<u>CLIN 2007 Western Region</u>		
CLIN 2007A Arizona	310,000	
CLIN 2007B California	1,400,000	
CLIN 2007C Idaho	0	
CLIN 2007D Nevada	130,000	
CLIN 2007E Oregon	320,000	
CLIN 2007F Washington	500,000	
CLIN 2007G Hawaii*		
CLIN 2007H Alaska*		

Product: Frozen Cooked Diced Chicken		
Option Period 3: 37 Months from Date of Award through 48 Months.		
	<u>EST QTY***</u>	<u>Contractor's Price/LB**</u>
<u>CLIN 3001 Mid-Atlantic Region</u>		
CLIN 3001A Delaware	200,000	
CLIN 3001B District of Columbia	0	
CLIN 3001C Maryland	50,000	
CLIN 3001D New Jersey	960,000	
CLIN 3001E Pennsylvania	1,060,000	
CLIN 3001F Virginia	360,000	
CLIN 3001G West Virginia	130,000	
<u>CLIN 3002 Midwest Region</u>		
CLIN 3002A Illinois	620,000	
CLIN 3002B Indiana	420,000	
CLIN 3002C Michigan	190,000	
CLIN 3002D Minnesota	940,000	
CLIN 3002E Ohio	440,000	
CLIN 3002F Wisconsin	700,000	
<u>CLIN3003 Mountain Plains Region</u>		
CLIN 3003A Colorado	280,000	
CLIN 3003B Iowa	260,000	
CLIN 3003C Kansas	60,000	
CLIN 3003D Missouri	300,000	
CLIN 3003E Montana	190,000	
CLIN 3003F Nebraska	340,000	
CLIN 3003G North Dakota	140,000	
CLIN 3003H South Dakota	260,000	
CLIN 3003I Utah	160,000	
CLIN 3003J Wyoming	80,000	
<u>CLIN 3004 Northeast Region</u>		
CLIN 3004A Connecticut	300,000	
CLIN 3004B Maine	140,000	
CLIN 3004C Massachusetts	820,000	
CLIN 3004D New Hampshire	140,000	
CLIN 3004E New York	1,300,000	
CLIN 3004F Rhode Island	180,000	
CLIN 3004G Vermont	120,000	

<u>CLIN 3005 Southeast Region</u>		
CLIN 3005A Alabama	780,000	
CLIN 3005B Florida	830,000	
CLIN 3005C Georgia	1,070,000	
CLIN 3005D Kentucky	580,000	
CLIN 3005E Mississippi	960,000	
CLIN 3005F North Carolina	620,000	
CLIN 3005G South Carolina	660,000	
CLIN 3005H Tennessee	350,000	
CLIN 3005I Puerto Rico*		
<u>CLIN 3006 Southwest Region</u>		
CLIN 3006A Arkansas	580,000	
CLIN 3006B Louisiana	620,000	
CLIN 3006C New Mexico	240,000	
CLIN 3006D Oklahoma	460,000	
CLIN 3006E Texas	1,540,000	
<u>CLIN 3007 Western Region</u>		
CLIN 3007A Arizona	340,000	
CLIN 3007B California	1,540,000	
CLIN 3007C Idaho	0	
CLIN 3007D Nevada	140,000	
CLIN 3007E Oregon	350,000	
CLIN 3007F Washington	550,000	
CLIN 3007G Hawaii*		
CLIN 3007H Alaska*		

Product: Frozen Cooked Diced Chicken		
Option Period 4: 49 Months from Date of Award through 60 Months.		
	<u>EST QTY***</u>	<u>Contractor Price/LB**</u>
<u>CLIN 4001 Mid-Atlantic Region</u>		
CLIN 4001A Delaware	240,000	
CLIN 4001B District of Columbia	0	
CLIN 4001C Maryland	60,000	
CLIN 4001D New Jersey	1,160,000	
CLIN 4001E Pennsylvania	1,280,000	
CLIN 4001F Virginia	430,000	
CLIN 4001G West Virginia	150,000	
<u>CLIN 4002 Midwest Region</u>		
CLIN 4002A Illinois	680,000	
CLIN 4002B Indiana	460,000	
CLIN 4002C Michigan	210,000	
CLIN 4002D Minnesota	1,030,000	
CLIN 4002E Ohio	490,000	
CLIN 4002F Wisconsin	770,000	
<u>CLIN 4003 Mountain Plains Region</u>		
CLIN 4003A Colorado	310,000	
CLIN 4003B Iowa	280,000	
CLIN 4003C Kansas	60,000	
CLIN 4003D Missouri	330,000	
CLIN 4003E Montana	210,000	
CLIN 4003F Nebraska	370,000	
CLIN 4003G North Dakota	150,000	
CLIN 4003H South Dakota	280,000	
CLIN 4003I Utah	180,000	
CLIN 4003J Wyoming	90,000	
<u>CLIN 4004 Northeast Region</u>		
CLIN 4004A Connecticut	330,000	
CLIN 4004B Maine	150,000	
CLIN 4004C Massachusetts	900,000	
CLIN 4004D New Hampshire	150,000	
CLIN 4004E New York	1,430,000	
CLIN 4004F Rhode Island	200,000	
CLIN 4004G Vermont	140,000	

<u>CLIN 4005 Southeast Region</u>		
CLIN 4005A Alabama	850,000	
CLIN 4005B Florida	910,000	
CLIN 4005C Georgia	1,180,000	
CLIN 4005D Kentucky	630,000	
CLIN 4005E Mississippi	1,060,000	
CLIN 4005F North Carolina	680,000	
CLIN 4005G South Carolina	720,000	
CLIN 4005H Tennessee	390,000	
CLIN 4005I Puerto Rico*		
<u>CLIN 4006 Southwest Region</u>		
CLIN 4006A Arkansas	630,000	
CLIN 4006B Louisiana	680,000	
CLIN 4006C New Mexico	270,000	
CLIN 4006D Oklahoma	500,000	
CLIN 4006E Texas	1,690,000	
<u>CLIN 4007 Western Region</u>		
CLIN 4007A Arizona	370,000	
CLIN 4007B California	1,690,000	
CLIN 4007C Idaho	0	
CLIN 4007D Nevada	150,000	
CLIN 4007E Oregon	390,000	
CLIN 4007F Washington	610,000	
CLIN 4007G Hawaii*		
CLIN 4007H Alaska*		

* Offerors are encouraged to propose pricing to offshore FOB destinations; however, these items are optional. Note that other CLINS listed within the contiguous States (Washington, California, etc.) may be inclusive of FAS delivery to ports.

** Award will be made per region as identified. Offerors shall propose a Firm-Fixed-Price per pound (the Contractor's Price/LB) in the Web Based Supply Chain Management (WBSCM) System, inclusive of ALL costs (except the cost of the chicken) to process and deliver the final product within the applicable region. The Chicken Market Price /LB on the Offer Due Date will be used to determine the component cost of the chicken. Offerors shall not propose pricing for delivery points below the state level indicated. Offerors must propose to supply product for the base period and all option periods within each regional area(s) for which offerors are providing an offer in order to be considered for award for the region(s).

*** The EST QTY is set at a level that will ensure all of the Governments ordering needs during each period of performance are met and is not to be considered an indication of the amount of product that the Government will actually order. The EST QTY for the base period for each state is determined by using the average yearly demand of SY 2015 and SY 2016 and increasing by 50%, rounded to the nearest 10,000. The EST QTY of subsequent periods is determined by increasing the EST QTY of each period by 10% and rounding up to the nearest 10,000. See EXHIBIT 6 – FROZEN COOKED DICED CHICKEN DEMAND FOR 2 YEARS – SY 2015 - 2016 for information on historical demand. The information in this exhibit is for informational purposes only and does not guarantee future ordering levels. AMS has not shipped product to the District of Columbia or Idaho in the past and the estimated

quantities for these states is indicated as “0”. Offerors should enter a price for these states if they are proposing to supply product to the applicable region, in case AMS needs to deliver to those states in the future.

For example, the demand for Delaware was 80,000 for SY2015 and 120,000 for 2016.

$((80,000 + 120,000) = 200,000/2) * 1.5 = 150,000$, rounded to 160,000.

Contractor’s Price/LB – Offerors shall enter one price for each period.

2) The *Contract Price* for each delivery order will be determined using the following formula:
Contract Price = Chicken Market Price/LB + Contractor’s Price/LB

- a) The *Contract Price* per pound to be paid to the contractor when placing delivery orders shall be determined by adding the *Chicken Market Price/LB* (the established USDA Market News Price of the chicken) to the *Contractor’s Price/LB*.
- b) The *Chicken Market Price/LB* is intended to reflect the approximate value per pound of chicken. The *Chicken Market Price/LB* will be determined using a simple average of the weekly weighted average price per pound for boneless/skinless (B/S) breast meat and B/S thigh meat, taken from the last weekly AMS Market News report “Daily Northeast Broiler/Fryer Parts - Part II” (AJ_PY047) reported prior to issuance of each delivery order. This report can be accessed by going to <http://search.ams.usda.gov/mnsearch/mnsearch.aspx>, typing “AJ” “PY” “047” in the report number search fields, clicking on the “Go” button, and selecting the report for the desired date.
- c) The *Contractor’s Price/LB* is the contractor’s price to process and deliver the finished product to the recipients. This price is taken directly from the Schedule in paragraph B.1.
- d) For example, assume a contract line item was awarded with the following pricing:

Chicken Market Price/LB: \$1.3729 per/lb (See Exhibit 3, AJ_PY047 report)
Contractor’s Price/LB: \$1.1995 per/lb (Amount submitted by the contractor)

A delivery order placed on Thursday May 10, 2012 would be calculated as follows:

The AJ_PY047 report for Friday, May 4, 2012 (**EXHIBIT 3**), reports the weekly weighted average for “Breasts – B/S” at \$1.3658 per pound and the weekly weighted average for “B/S Thighs” at \$1.3800 per pound.

Contract Price Per/LB = Chicken Market Price/LB + Contractor’s Price/LB
= ((\\$1.3658 + \\$1.3800)/2) + 1.1995
= \\$1.3729 + \\$1.1995 = \\$2.5724

- 3) **ALL OFFERORS MUST BE QUALIFIED PRIOR TO AWARD OF THIS CONTRACT AND ANY APPLICABLE DELIVERY ORDERS.** Information concerning qualification requirements can be obtained from the source identified in Section C under FAR 52.209-1, Qualification Requirements.
- 4) All contracts issued will be Indefinite Delivery, Indefinite Quantity (IDIQ) contracts and orders will be placed through the issuance of individual delivery orders in accordance

with the terms and conditions listed in this document. The guaranteed minimum (G. Min) number of pounds and maximum pounds in the following tables will be used to establish the G. Min and NTE Max dollar amounts for each contract during the base period and all option periods. Delivery orders will be placed against the Contract, regardless of the individual line item quantities, as long as the entire amount ordered under the Contract is less than or equal to the Total NTE in the Schedule.

	Guaranteed Minimum	Maximum Pounds
REGION	Pounds	Pounds
Mid-Atlantic Region		
Base Period	40,000	2,250,000
Option Period 1	40,000	2,480,000
Option Period 2	40,000	2,730,000
Option Period 3	40,000	3,010,000
Option Period 4	40,000	3,320,000
Total	200,000	13,790,000

	Guaranteed Minimum	Maximum Pounds
REGION	Pounds	Pounds
Midwest Region		
Base Period	40,000	2,460,000
Option Period 1	40,000	2,710,000
Option Period 2	40,000	2,990,000
Option Period 3	40,000	3,290,000
Option Period 4	40,000	3,620,000
Total	200,000	15,070,000

	Guaranteed Minimum	Maximum Pounds
REGION	Pounds	Pounds
Mountain Plains Region		
Base Period	40,000	1,520,000
Option Period 1	40,000	1,680,000
Option Period 2	40,000	1,850,000
Option Period 3	40,000	2,040,000
Option Period 4	40,000	2,250,000
Total	200,000	9,340,000

	Guaranteed Minimum	Maximum Pounds
REGION	Pounds	Pounds
Northeast Region		
Base Period	40,000	2,220,000
Option Period 1	40,000	2,450,000
Option Period 2	40,000	2,700,000
Option Period 3	40,000	2,980,000
Option Period 4	40,000	3,280,000
Total	200,000	13,630,000

	Guaranteed Minimum	Maximum Pounds
REGION	Pounds	Pounds
Southeast Region		
Base Period	40,000	4,360,000
Option Period 1	40,000	4,800,000
Option Period 2	40,000	5,290,000
Option Period 3	40,000	5,820,000
Option Period 4	40,000	6,410,000
Total	200,000	26,680,000

	Guaranteed Minimum	Maximum Pounds
REGION	Pounds	Pounds
Southwest Region		
Base Period	40,000	2,560,000
Option Period 1	40,000	2,820,000
Option Period 2	40,000	3,110,000
Option Period 3	40,000	3,430,000
Option Period 4	40,000	3,780,000
Total	200,000	15,700,000

	Guaranteed Minimum	Maximum Pounds
REGION	Pounds	Pounds
Western Region		
Base Period	40,000	2,170,000
Option Period 1	40,000	2,390,000
Option Period 2	40,000	2,630,000
Option Period 3	40,000	2,900,000
Option Period 4	40,000	3,200,000
Total	200,000	13,290,000

- 5) The Government anticipates awarding from one to seven contracts based on the regional areas identified in the Schedule using the best value tradeoff process among the evaluation factors. Offerors shall propose pricing information for each region that they wish to be considered for award. Offerors can be awarded contracts for more than one region.
- 6) Delivery shall be:
- FOB Destination;
 - Within the period specified in each delivery order. (Delivery orders will be issued as POs and will be issued between six to eight weeks prior to the delivery period and will specify a half-month period in which the 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.) Also, the Contractor shall provide an advance ship notice in compliance with the included “Shipment and Delivery” section); and
 - Within the regional areas identified in the Schedule with specific delivery locations identified in each delivery order.
- 7) Period of Performance: The period of performance under this contract is the effective period during the Base Period and any exercised option periods during which delivery orders may be issued. The period of performance for the Base Period and any option periods, should they be exercised, is as follows:
- Base Period: Date of Award through 12 Months.
Option Period 1: 13 Months from Date of Award through 24 Months.
Option Period 2: 25 Months from Date of Award through 36 Months.
Option Period 3: 37 Months from Date of Award through 48 Months.
Option Period 4: 49 Months from Date of Award through 60 Months.
- 8) Questions regarding this solicitation will only be addressed in writing via email to: glenn.reid@ams.usda.gov.

C) CONTRACT CLAUSES

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

3) **FAR 52.212-4 Contract Terms and Conditions – Commercial Items (JAN 2017)**

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

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

5) **FAR 52.216-4 Economic Price Adjustment – Labor and Material (JAN 2017)**

This clause shall be carried out as described in Section B.2.

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

- (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) Glenn Reid
(Email) glenn.reid@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.

7) 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.

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

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

8) FAR 52.232-40 Providing Accelerated Payment to Small Business Subcontractors (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

9) 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 or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through five (5) years thereafter.

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

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

10) 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 (40,000 pounds)**, 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 amount indicated on the contractor's 2-week delivery period constraints schedule;**

(2) Any order for a combination of items in excess of **the amount indicated on the contractor's 2-week delivery period constraints schedule;** 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. Some trucks may require one to three stops.

11) 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.**

12) FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

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

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

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

14) 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.

15) 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.

16) 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.

17) FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (MAR 2011)

(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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 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.]

X (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).

X (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 (June 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 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

__ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (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 Set-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.
 - X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
 - X (17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d)(4)).
 - X (ii) Alternate I (Nov 2016) of 52.219-9.
 - ___ (iii) Alternate II (Nov 2016) of 52.219-9.
 - ___ (iv) Alternate III (Nov 2016) of 52.219-9.
 - ___ (v) Alternate IV (Nov 2016) 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)).
 - X (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. 657 f).
 - X (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, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
 - ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
 - X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
 - X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).
 - X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
 - X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
 - X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - X (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
 - X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
 - X (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).
 - X (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.)
 - X (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and

NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

- X (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).
- ___ (37)(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.)
- ___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ___ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (43)(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.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ___ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- X (47) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (48)(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.
- X (49) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (50) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (51) 52.225-26, Contractors Performing Private Security Functions outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (55) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (56) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (57) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (58) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (60)(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).

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

___ (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).

___ (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 2015).

___ (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 (Sept 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 (Nov 2016) (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 \$700,000 (\$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 (l) of FAR clause 52.222-17.

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

(v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (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 (Feb 2016) (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)

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

Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and 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) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016)

(Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xix) 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.

(xx) 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.

(End of clause)

18) Agricultural Acquisition Regulations (AGAR) Clauses Incorporated by Reference

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)

19) USDA/AMS Specific Requirements

a. Domestic Products

- (a) The products of agricultural commodities acquired under this contract must be a product of 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”), except as may otherwise be required by law, and shall be considered to be such a product if it is grown, processed, and otherwise prepared for sale or distribution exclusively in the United States except with respect to minor ingredients (See AGAR 470.103(b)). Ingredients from nondomestic sources will be allowed to be utilized as a United States product if such ingredients are not otherwise: (1) produced in the United States; and (2) commercially available in the United States at fair and reasonable prices from domestic sources.
- (b) 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 purchased under this Solicitation—except for commingled products (see paragraph (c)). 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 52.214-26.
- (c) For commodities that the Department has determined to be generally commingled, a commingled product shall be considered to be a product of the United States if the offeror can establish that the offeror has in inventory at the time the contract for the commodity or product is awarded to the offeror, or obtains during the contract performance period specified in the solicitation, or a combination thereof, a sufficient quantity of the commodity or product that was produced in the United States to fulfill the contract being awarded, and all unfulfilled contracts that the offeror entered into to provide such commingled product to the United States. However, if the commodity

can be readily stored on an identity preserved basis with respect to its country of origin, the Government may require that the commodity acquired under this contract be of 100 percent U.S. origin.

- (d) The Contractor agrees to include this domestic origin certification clause in all subcontracts for products used in fulfilling contracts awarded under this Solicitation. The burden of proof of compliance is on the Contractor.
- (e) 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.
- (f) FAR clause 52.225-5, Trade Agreements incorporated by reference in FAR clause 52.212-5 applies only to packaging and container components. Agricultural commodities and their products are exempt from 52.225-5.

b. Food Defense Requirements

(a) 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).

(b) The documented and operational food defense plan must be audited and approved by USDA, AMS prior to the bid opening date of the IFB. All 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 bid opening date of the IFB.

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.

(c) 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 bid opening date of the IFB. Offerors who submit an offer 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.

(End of Clause)

c. 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 [EXHIBIT 7 - Qualification Requirements for Prospective Contractors Selling Commodities to USDA](#). Instructions and additional information for new vendors are located on the AMS website at <http://www.ams.usda.gov/commoditypurchasing>.

A new supplier must designate a person(s) who will serve as the Central Vendor Administrator and a person(s) who is authorized to submit offers for the company during the approval process. Once approved, USDA will assign the roles in WBSCM and the vendor will be able to submit offers for those materials (commodities) that 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-responsible 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 Federal Purchase Program Specification (FPPS); 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.

d. Order of Precedence

The contract will incorporate the Contractor's proposal. If the contract documents are inconsistent or contradictory, the following order of precedence will prevail: Federal Purchase Program Specification (FPPS), Contract, and Contractor's proposal.

e. Contract Compliance

The contractor must assure compliance with all requirements of this Contract and FPPS 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 this Solicitation and FPPS. 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 USDA Certificate issued at time of checkloading must accompany each shipment.

Each shipping container must be identified with a USDA Contract Compliance stamp with the applicable certificate number. A Grader, or other authorized personnel under the supervision of the Grader, will stamp one end of each shipping container prior to shipment. If there is inadequate space available on either end of the shipping container, the stamp may be applied to a side of the container.

f. Shipment and Delivery

Prices will be either f.o.b. or f.a.s. vessel at the destinations listed in the applicable delivery order. Delivery Orders will be on a purchase unit basis or multiples thereof, except that from time to time the delivery order will indicate two or more destinations in a line item which will require a split delivery (drop) at each destination. Delivery by either trucks or railcars is at the option of the Contractor except for those destinations which specify the method of delivery.

Shipment and delivery must be made in accordance with this Contract, the Federal Purchase Program Specification (FPPS), 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. Notification must be made as far in advance as possible, but not less than 24 hours. 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 at least 24 hours in advance of expected delivery or as far in advance of the delivery as possible.

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.

NOTE: USDA encourages the Contractor to create the ASN for the delivery order item number after a delivery appointment has been scheduled. The Contractor must provide accurate information when creating the ASN.

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. Loading and Sealing

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). Seals shall be 1/8th inch diameter cable, high-security bolt, or equivalent. The contractor must maintain a record of each seal number used per truck lot and LTL delivery unit. Additionally, the contractor must ensure that the applicable seal identification number is on each bill of lading, shipment manifest, certificate, or delivery documents for each delivery destination.

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

a. 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.

b. 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.f.1. of this Contract.

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 Contracting Office.

3. 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.

4. 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 vendor, may be grounds for termination of that line item, or termination of the entire contract, and/or assessment of liquidated damages.

If a vendor determines that he will not be able to deliver the commodity by the Not-Later-Than-date, the vendor is required to notify the contracting officer immediately. Failure to notify the contracting officer in writing within 2 working days following a failure to deliver within the delivery period may result in termination of that line item, termination of the entire contract, liquidated damages, or a discount being 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.

5. 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. This paragraph (c) 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.

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

1. Loss Due to Deterioration or Spoilage

The Contractor shall reimburse USDA for all losses due to deterioration or spoilage sustained by USDA for which the Contractor is responsible, but only if such losses are discovered within a reasonable time, as determined by USDA, after delivery. The Contractor agrees to reimburse USDA for such losses within 10 days after date of billing by USDA. That part of the commodity as to which USDA makes a claim based on deterioration or spoilage shall be held by USDA subject to disposition instructions of the Contractor (unless the nature of the deterioration or spoilage is such as to require condemnation and destruction as determined by USDA or its authorized representative) but need not be held by USDA in excess of 30 days after USDA sends notice of such claim to the Contractor. In lieu of reimbursing USDA, the Contractor may replace the deteriorated or spoiled commodity with an equal quantity of commodity which conforms to all contract requirements and Federal Purchase Program Specification (FPPS), 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.

3. Obliteration of Markings

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 specific to 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) any other actions, approved by the Contracting Officer, which accomplish the intent of the foregoing. 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.

h. Invoices and Payment Process

1. Submission of Invoice in WBSCM.

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

- a. Poultry Product's Inspection and Grading Certificate, Form PY210P, issued at time of checkloading;
- b. The signed bill of lading or other commercial receipt signed by recipient agency evidencing delivery date and quantity of product delivered, or report evidencing delivery of product;
- c. Other required documents identified in the Federal Purchase Program Specification (FPPS); and
- d. Any waivers granted by the Contracting Officer, if applicable.

Invoice must include the quantity of what is awarded on the Purchase Order unless a waiver has been granted by the Contracting Officer. Invoices must be submitted on a full truckload quantity, or multiples thereof; invoices for less than full truckload quantities

may not be accepted. Invoice quantity must match the quantity awarded on the Purchase Order unless a waiver has been granted by the Contracting Officer.

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

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

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

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

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

For the purpose of payment, the date of delivery of each shipment of product will be the date of receipt in WBSCM of a properly documented invoice package and the Goods Receipt entered by recipient agency. In addition to the submission of the invoice package with supporting documents indicated above, the following action must be completed in WBSCM before payment will be made.

Three way match – Delivery Order Item, Goods Receipt, and Invoice with supporting documentation attached.

USDA payments must be made directly to a financial banking institution as listed in the Contractor’s System for Award Management (SAM) Registration.

D) CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS:

EXHIBIT 1 – SPECIFICATIONS

The contractor's technical proposal, submitted to the Contracting Officer, must adhere to this Federal Purchase Program Specification (FPPS) for Diced Chicken dated March 2017. A copy of the FPPS can be found on the Commodity Purchasing website at

<https://www.ams.usda.gov/sites/default/files/media/FederalPurchaseProgramSpecificationforDicedChickenMarch2017.pdf>

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 poultry or poultry 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 device 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 – INDEXES

AJ_PY047
 Atlanta, GA Fri. May 04, 2012 USDA Market News

BROILER FRYER: Daily Northeast Broiler/Fryer Parts - Part II

ICE PACKED BROILER/FRYER PARTS, DELIVERED TO FIRST RECEIVERS
 IN POOL TRUCKLOT AND TRUCKLOT QUANTITIES, CENTS PER POUND

ITEM	CURRENT		VOLUME /LBS	WEEKLY	
	NEGOTIATED TRADING*	WTD AVG**		WTD AVG	WEEKLY VOLUME /LBS
BREAST - B/S	160-165	138.97	751,920	136.58	3,907,916
TENDERLOINS	180-185	178.92	231,120	179.43	910,540
BREAST - WITH RIBS	97-98	111.11	48,359	111.49	265,686
BREAST - LINE RUN	97	99.53	67,696	99.21	370,832
LEGS	71-72	74.14	81,560	75.73	463,840
LEG QUARTERS (BULK)	49-50	52.90	244,613	53.14	1,466,106
DRUMSTICKS	66-67	70.92	137,018	73.27	455,338
THIGHS	76-77	84.83	73,680	83.33	343,960
B/S THIGHS	139-140	136.55	85,160	138.00	435,720
WINGS (WHOLE)	177-178	176.13	208,240	172.21	1,163,160
BACKS AND NECKS (STRIPPED)	16-18	18.00	5,409	17.82	26,273
LIVERS (5 POUND TUBS)	50-55	52.25	11,800	52.63	37,920
GIZZARDS (HEART)	70-75	74.17	23,000	74.34	105,640

S

INCLUDES NEW YORK CITY METROPOLITAN AREA, NORTHERN NEW JERSEY,
 MASSACHUSETTS, CONNECTICUT, RHODE ISLAND, AND PENNSYLVANIA
 (NORTHEAST OF HARRISBURG).

* TODAY'S NEGOTIATED SALES AS OF 11:30 A.M.
 ** WEIGHTED AVERAGE PRICE OF ALL GRADES AND BRANDS OF PRODUCT
 SHIPPED, OR TO BE SHIPPED AS OF 1:30 P.M. 04-MAY-2012.

Source: USDA AMS Poultry Programs, Market News & Analysis
 Atlanta, GA 404.562.5850 email: PYMNATL@ams.usda.gov
http://www.ams.usda.gov/mnreports/AJ_PY047.txt

Prepared: 04-May-12 02:40 PM E KDF

http://search.ams.usda.gov/mndms/2012/05/AJ_PY04720120504.TXT

5/11/2012

EXHIBIT 4 - WBSCM MINIMUM SYSTEM REQUIREMENTS

Information on applicable WBSCM information and settings to be used can be found at the Website address: <https://www.ams.usda.gov/sites/default/files/media/System%20-%20Recommended%20Configuration.pdf>

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

Instructor-led Training: AMS provides USDA approved vendors the opportunity 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. Review AMS Commodity Procurement Notices to the Trade for more information on upcoming training, or contact the AMS WBSCM Help Desk WBSCMAMSHelpdesk@ams.usda.gov.

Step-by-Step Procedures

- [Vendor Registration Form](#)
- [Frequently Asked Questions \(PDF\)](#)
- [Corporate Vendor Administrator Roles and Responsibilities \(PDF\)](#)
- [The Process Vendor Flow \(PDF\)](#)
- [AMS Long Procurement Number Description for Solicitations \(PDF\)](#)
- [WBSCM Public Procurement Site \(link\)](#)

System Settings

- [System - Accessing for the First Time](#)
- [System - Recommended Configuration](#)
- [System - Verify IE Settings](#)

Creating Reports

- [New Purchase Order Item Report \(pdf\)](#)
- [Vendor Business Partner Report \(pdf\)](#)
- [ASN Report \(pdf\)](#)
- [Goods Receipt Report \(pdf\)](#)

EXHIBIT 5 - PAST PERFORMANCE REFERENCE INFORMATION

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

Contract Number: _____

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

Type of Contract: _____

Contract Dollar Value: _____

Date of Award: _____ Date Completed: _____

If not completed, provide status:

Type/Extent of Subcontracting:

Product/Service Description, Location & Relevancy of Work:

Percentage of Work Completed by your company: _____

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

Name of Offerors Bank: _____
Address: _____
Point of Contact: _____
Telephone Number: _____

EXHIBIT 6 – FROZEN COOKED DICED CHICKEN DEMAND FOR 2 YEARS – SY 2015 - 2016

SY 2015
Frozen Cooked Diced Chicken Demand
by Region

<u>Mid-Atlantic Region</u>	
	<u>Pounds</u>
Delaware	120,000
District of Columbia	0
Maryland	0
New Jersey	720,000
Pennsylvania	480,000
Virginia	171,120
West Virginia	80,000
Total	1,571,120

SY 2016
Frozen Cooked Diced Chicken Demand
by Region

<u>Mid-Atlantic Region</u>	
	<u>Pounds</u>
Delaware	80,000
District of Columbia	0
Maryland	32,800
New Jersey	320,000
Pennsylvania	675,000
Virginia	209,680
West Virginia	40,000
Total	1,357,480

<u>Midwest Region</u>	
	<u>Pounds</u>
Illinois	440,000
Indiana	200,000
Michigan	95,000
Minnesota	320,000
Ohio	185,000
Wisconsin	280,000
Total	1,520,000

<u>Midwest Region</u>	
	<u>Pounds</u>
Illinois	160,000
Indiana	200,000
Michigan	82,520
Minnesota	600,000
Ohio	242,480
Wisconsin	400,000
Total	1,685,000

<u>Mountain Plains Region</u>	
	<u>Pounds</u>
Colorado	130,000
Iowa	120,000
Kansas	0
Missouri	80,000
Montana	63,640
Nebraska	200,000
North Dakota	56,360
South Dakota	82,600
Utah	110,000
Wyoming	40,000
Total	882,600

<u>Mountain Plains Region</u>	
	<u>Pounds</u>
Colorado	140,000
Iowa	120,000
Kansas	40,000
Missouri	200,000
Montana	120,000
Nebraska	120,000
North Dakota	68,000
South Dakota	157,400
Utah	40,000
Wyoming	32,000
Total	1,037,400

Northeast Region	
	<u>Pounds</u>
Connecticut	120,000
Maine	80,000
Massachusetts	400,000
New Hampshire	80,000
New York	600,000
Rhode Island	40,000
Vermont	40,000
Total	1,360,000

Northeast Region	
	<u>Pounds</u>
Connecticut	160,000
Maine	50,000
Massachusetts	400,000
New Hampshire	40,000
New York	680,000
Rhode Island	120,000
Vermont	70,000
Total	1,520,000

Southeast Region	
	<u>Pounds</u>
Alabama	320,000
Florida	304,000
Georgia	536,000
Kentucky	160,000
Mississippi	460,000
North Carolina	280,000
South Carolina	280,000
Tennessee	208,880
Total	2,548,880

Southeast Region	
	<u>Pounds</u>
Alabama	440,000
Florida	520,000
Georgia	520,000
Kentucky	400,000
Mississippi	496,000
North Carolina	320,000
South Carolina	360,000
Tennessee	134,320
Total	3,214,800

Southwest Region	
	<u>Pounds</u>
Arkansas	280,000
Louisiana	240,000
New Mexico	120,000
Oklahoma	160,000
Texas	640,000
Total	1,440,000

Southwest Region	
	<u>Pounds</u>
Arkansas	280,000
Louisiana	360,000
New Mexico	108,000
Oklahoma	280,000
Texas	892,000
Total	1,920,000

Western Region	
	<u>Pounds</u>
Alaska	0
Arizona	120,000
California	760,000
Idaho	0
Nevada	40,000
Oregon	100,000
Washington	260,000
Total	1,280,000

Western Region	
	<u>Pounds</u>
Alaska	0
Arizona	200,000
California	760,000
Idaho	0
Nevada	80,000
Oregon	240,000
Washington	280,000
Total	1,560,000

EXHIBIT 7 - QUALIFICATION REQUIREMENTS FOR PROSPECTIVE CONTRACTORS SELLING COMMODITIES TO USDA

March 2017

I. Introduction

The USDA's Agricultural Marketing Service (AMS), Commodity Procurement Staff (CPS), procures U.S. origin agricultural commodities and products (USDA Foods) for use in domestic food distribution programs. USDA Foods procured are delivered to schools, food banks, and Indian Reservations, and at times are used in disaster relief. These procurements also support American agriculture by encouraging domestic consumption when prices are advantageous.

These qualification requirements, as authorized under the Federal Acquisition Regulation (FAR), Subpart 9.2, Qualifications Requirements, are necessary for AMS to carry out its mission. A prospective contractor must be determined to be qualified by the Contracting Officer prior to submitting offers for AMS solicitations.

An interested prospective contractor may submit a qualification package at any time. Small businesses determined not to meet this qualification requirement, i.e., determined nonresponsible, will be referred to the Small Business Administration (SBA) for possible issuance of a Certificate of Competency (COC), in accordance with FAR subpart 19.6.

Prospective contractors shall complete and provide all materials requested herein. The Contracting Officer will review the package, determine if a prospective contractor is qualified, and add approved vendors to the Qualified Bidders List (QBL). A prospective contractor will be notified whether requirements have been satisfied and when the qualification package has been approved. Offers will not be accepted from a prospective contractor that has failed to comply with these requirements. Access to the Web-Based Supply Chain Management (WBSCM) system for submission of offers shall be granted only to Qualified Bidders after the qualification process has been completed and approved by the Contracting Officer.

Procurement information, commodity specifications, procurement schedules, information on WBSCM, current solicitations, and historical contract award information, is located on the AMS website at: <https://www.ams.usda.gov/selling-food>.

II. Qualification Requirements

The following are required of each prospective contractor to complete the qualification requirements process:

A. Administrative Requirements

1. System for Award Management (SAM).
In accordance with FAR Part 4.1102, prospective contractors shall be registered in System for Award Management website. The contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain active in SAM, after the initial registration, the contractor is required to review and update their company information on an annual basis, from the date of initial registration or subsequent updates. Annually, companies need to assure that all information in the SAM database is current, accurate and complete. The SAM website is located at: <https://www.sam.gov/portal/public/SAM/>. There is no fee to register in SAM.
2. FDA, Food Facility Registration Number.
In accordance with the Food Safety Modernization Act of 2011 (FSMA), domestic facilities that manufacture, process, pack, or hold food for human or animal consumption in the United States are required to register with the FDA and renew such registrations. If applicable, provide your FDA food facility registration number. FDA guidance is available at: <http://www.fda.gov/Food/GuidanceRegulation/FoodFacilityRegistration/ucm2006831.htm>
3. SBA Certifications (if applicable).
Submit a copy of the applicable SBA certificate if the firm is a certified 8(a), HUBZone, etc.
4. Veteran's Administration (VA) Certification (if applicable).
If required by the contracting officer, submit a copy of the applicable certification as a Service-Disabled Veteran-Owned Small Business (SDVOSB).
5. Web-Based Supply Chain Management (WBSCM) Registration Form. USDA-AMS commodity procurements are conducted electronically through WBSCM computer system. Prospective contractor's must complete the WBSCM Vendor Registration Form available at: <https://www.ams.usda.gov/resources/wscm-vendor-registration-form>

B. Responsible Prospective Contractor's Documentation (FAR 9.104-1 and 9.104-3)

1. Prospective contractors shall provide a written capabilities statement on company letterhead with a signature, providing the firm's exact legal name, and include the following:
 - A description of historical business experiences including the number of years it has sold these or similar products in the commercial marketplace or to governmental entities.
 - A list of products that it is interested in providing (a copy of the WBSCM vendor registration form may be used).

- Any additional pertinent information regarding a prospective contractor's capabilities, such as, but not limited to, news articles, company websites, brochures, etc., and evidence of 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.
2. Three reference letters from customers that demonstrate the prospective contractor is responsible. These letters must be from the customer, on company letterhead and signed by the customer's representative.
 3. For Non-manufacturers only.
To demonstrate its capability to supply the products it wishes to bid on, non-manufacturers must provide a copy of the written agreement in effect between itself and an approved supplier. The agreement must be on company letterhead and must be signed by both parties. If the non-manufacturer has to change its supplier, a new written agreement between itself and the new supplier must be submitted for approval. Non-manufacturers must also submit a complaint and dispute resolution proposal which details how the non-manufacturer will resolve any potential complaints or hindrances that may arise.

If a non-manufacturer represents itself as a small business concern, it must comply with 13 CFR 121.406(b):

- (b) Non-manufacturers. (1) A firm may qualify as a small business concern for a requirement to provide manufactured products or other supply items as a non-manufacturer if it:*
- (i) Does not exceed 500 employees;*
 - (ii) Is primarily engaged in the retail or wholesale trade and normally sells the type of item being supplied;*
 - (iii) Takes ownership or possession of the item(s) with its personnel, equipment or facilities in a manner consistent with industry practice; and*
 - (iv) Will supply the end item of a small business manufacturer, processor or producer made in the United States, or obtains a waiver of such requirement pursuant to paragraph (b)(5) of this section.*

C. Financial Responsibility (FAR 9.104-1(a) and 9.104-3(a))

A prospective contractor shall demonstrate that it has adequate financial resources to perform the contract, or the ability to obtain them, including the availability of necessary working capital and satisfactory credit.

The prospective contractor must provide its most current, complete comparative financial statement. The financial statement must be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and be audited or reviewed by an independent certified public accountant in accordance with standards established by the American Institute of Certified Public Accountants. 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. 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. For individuals, financial statements that include all of his/her personal and business assets and liabilities will be required.

Annual review of Financial Responsibility:

Approved vendors added to AMS' Qualified Bidders List(s) that wish to remain on that list, and otherwise continue to meet qualification requirements, will be requested to submit an updated financial statement to AMS-CPS within 120 days of its fiscal year close to demonstrate current financial responsibility.

Failure to submit the required financial information may result in a non-responsibility determination and/or removal from the QBL.

D. Food Safety and Sanitation Requirements.

1. 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, 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).

The food defense plan must be audited by an AMS representative. Any nonconformance identified must be addressed in writing to both the Contracting Officer and Auditor. Contact the appropriate AMS Audit and Accreditation Program for information on food defense audit services. Contacts for each commodity area are found below and are also available on the AMS website at <https://www.ams.usda.gov/services/auditing/apply>.

Fruits, Vegetables & Specialty Crops

To apply for fruit and vegetable auditing services, contact the SCI division, Audit Services Branch at:

Telephone: (202) 720-5021
Fax: (202) 260-8927
Email: FVAudits@ams.usda.gov

Livestock, Poultry and Seed

To apply for Auditing Services, complete the [Application for Service - LPS-109 form](#). View our [Quality Systems Verification Programs Regulation](#). The completed LPS Form 109 must be sent to the Quality Assessment Division along with the cover letter requesting service and a complete copy of the client's program documentation. These documents can be sent via email to QAD.BusinessOps@ams.usda.gov or to the address below.

USDA, AMS, LPS, QAD

Business Operations Branch
10809 Executive Center Drive
Suite 318
Little Rock, AR 72211
Phone: (501) 312-2962
Fax: (501) 312-2968
Email: QAD.BusinessOps@ams.usda.gov

Dairy Plant Survey Program: For information on the Dairy Plant Survey Program, please visit this AMS website: <https://www.ams.usda.gov/services/auditing/dairy-plant-survey-program>

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>.

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>.

For dairy, grain, and oilseed products see quality assurance requirements in commodity requirements documents at the following website: <https://www.ams.usda.gov/selling-food/product-specs>.

2. Pre-Award Plant Surveys

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 USDA area, e.g., AMS Program Areas—Specialty Crop, Poultry, Livestock and Seed, Dairy or USDA’s Federal Grain Inspection Service (FGIS)—to evaluate technical, production, and transportation capabilities, and quality assurance and production control procedures of the contractor.

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

E. Submitting a Vendor Qualification Package

A prospective contractor is encouraged to submit the qualification package as soon as possible to allow ample time for the processes and approval, and subsequent WBSCM registration prior to the closing date of the targeted solicitation. A checklist (Exhibit 1) is provided to assist the applicant with submission of a complete package.

Submit the qualification packages to:

Ms. Andrea Lang
Small Business Coordinator
Email address: andrea.lang@ams.usda.gov.
Telephone No.: 202-720-4237

NOTICE

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 qualification package.

Questions regarding qualifications and approval should be directed to Ms. Andrea Lang at 202-720-4237

<ul style="list-style-type: none"> • System for Award Management (SAM) www.sam.gov 	
<ul style="list-style-type: none"> • Business Status. As indicated in SAM, business status is one of the following: 	
<ul style="list-style-type: none"> ○ Large Business 	
<ul style="list-style-type: none"> ○ Small Business 	
<ul style="list-style-type: none"> ○ Small Disadvantaged Business 	
<ul style="list-style-type: none"> ○ Women-Owned Business 	
<ul style="list-style-type: none"> ○ Veteran-Owned Business 	
<ul style="list-style-type: none"> ○ Service-Disabled Veteran-Owned Small Business 	
<ul style="list-style-type: none"> ○ HUBZone Business 	
<ul style="list-style-type: none"> ○ 8(a) Small Business Development Concern 	
<ul style="list-style-type: none"> • Completed WBSCM Vendor Registration Form 	
<ul style="list-style-type: none"> • Company Letter- certifying capability to perform 	
<ul style="list-style-type: none"> • Three (3) Letters of Reference from customers your company sold the same or similar products to 	
<ul style="list-style-type: none"> • Business Type. Check one: <input type="checkbox"/> Manufacturer <input type="checkbox"/> Non-manufacturer 	
<ul style="list-style-type: none"> • Check one or more as applicable. <input type="checkbox"/> Grower <input type="checkbox"/> Grower/Packer/Shipper <input type="checkbox"/> Processor <input type="checkbox"/> Distributor/Wholesaler <input type="checkbox"/> Broker 	
<ul style="list-style-type: none"> • Non-manufacturer. The following requirements apply: 	
<ul style="list-style-type: none"> ○ Letter from manufacturer/supplier certifying its willingness to provide product that meets the USDA commodity specifications 	
<ul style="list-style-type: none"> ○ Complaint and Dispute Resolution Proposal 	
<ul style="list-style-type: none"> • Most Recent Audited Financial Statements 	

E) SOLICITATION PROVISIONS

1) FAR 52.212-1, Instructions to Offerors – Commercial Items (JUN 2008)

The offeror shall submit proposals in five parts: Part 1 – Sample Prototype, Part 2 - Technical Information, Part 3 – Management and Workforce Practices and Policies, Part 4 – Past Performance, and Part 5 - Price. The format for each proposal part is described below. Offerors shall submit all five parts to be eligible for award. Each part should be separate and complete within itself.

Note: Parts 2, 3, 4, and 5, must be submitted via WBSCM in pdf format.

Offerors may submit more than one proposal; however offerors should clearly differentiate proposals from each other by providing separate sample prototypes, technical information, and pricing.

The Frozen Cooked Diced Chicken sample prototype shall be submitted, at no expense to the Government, prior to the offer due date.

Proposal Part 1 – Sample Prototype

Each offeror shall provide, for taste and packaging evaluation purposes, two ten-pound bags, for each product proposed using the same packaging that is being proposed. All Frozen Cooked Diced Chicken shall be produced in accordance with the FPPS for Frozen Cooked Diced Chicken (See EXHIBIT 1). A USDA Grader must be present when the sample prototype is produced.

Prep-bid sample certification will be subject to USDA-AMS supervision for accordance with the FPPS for Frozen Cooked Diced Chicken dated March 2017. Plant management shall provide the USDA grader with written product fabrication, processing procedures, and detailed product formulation. Each sample product will be identified by a number or code assigned by the processor. The USDA grader will supervise the production of each sample and will maintain detailed product information on file for subsequent production. The USDA grader shall place the product in USDA-sealed packages. Graders must maintain positive control of this product throughout the entire production process. A PY-210P grading certificate listing all applicable products and identification numbers will be issued by the grader. The following statement and a list of seal numbers shall be shown in the remarks section:

“This certificate covers processing of the above listed products which were manufactured in accordance with the FPPS for Frozen Cooked Diced Chicken Dated March 2017”

The product sample shall be accompanied by a PY-210P grading certificate, a Nutrition Facts Panel ingredient and allergen statement and heating instructions for preparation of the sample for testing.

The samples must be labeled with the following statement: “SAMPLES SUBMITTED UNDER SOLICITATION 2000004819 FOR EVALUATION BY THE AMS, CP DIVISION.”

The product sample must be delivered by express service to the address identified below.

Rick Peterson/Laura Walter
United States Department of Agriculture (USDA)
Agricultural Marketing Service (AMS)
SCI/CP
1400 Independence Ave SW, Room 0720
Washington, DC 20250

Proposal Part 2: - Technical Information

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

1. Identify submission as a technical information proposal.
STATE: Technical Information Proposal for Solicitation 2000004819, Frozen Cooked Diced Chicken.
2. Name and complete physical address of offeror including contact person, telephone number, FAX number, and email address. Include both street and mailing address if different.
3. Name and complete address of (a) processing plant(s) and (b) shipping point(s). If a shipping point is the same as the processing point, state "Same". Technical proposal should indicate at least one plant that has an approved plant survey and will be used to produce the product.
4. Name and complete address of office to receive delivery orders including contact person, telephone number, FAX number, and email address. Include both street and mailing address if different.
5. Signature and title of the person submitting the offer on behalf of the offeror. The person submitting the offer must be an officer or representative of the contractor authorized to sign.
6. Statement that offeror will produce according to the FPPS for Frozen Cooked Diced Chicken dated March 2017 under USDA/AMS grading supervision.

Proposal Part 3 – Management and Workforce Practices and Policies

Offerors shall describe management strategies and control procedures to be used in achieving performance under the contract, including 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 4 – Past Performance

Each offeror shall 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 5 – Price

Offerors shall propose Contractor's Price/LB in WBSCM for the contractor's price to process and deliver the finished product to the recipients as specified in Section B.1. Also, offerors are required to enter delivery constraints in WBSCM indicating the number of pounds (or trucks) they can deliver during each delivery period. The number of pounds (or trucks) should be the same for every delivery period (see FAR 52.216-19 Order Limitations).

QUESTIONS regarding this RFP are due on or before 01:00 pm Central Time, on Tuesday, 07/07/17 via email, to glenn.reid@ams.usda.gov with "Questions concerning Solicitation 2000004819, Frozen Cooked Diced Chicken" 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, Tuesday, 07/25/17.

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 – Sample Prototype delivered/mailed directly to AMS, secured with tamper-resistant, serially numbered, high-security seals, accompanied by a PY-210P grading certificate, a nutrition fact panel ingredients and allergen statements, a nutrient analysis, and a copy of the nutrition label for the offered product;
- Proposal Part 2 – Technical Information, uploaded in PDF format into WBSCM;
- Proposal Part 3 – Management and Workforce Practices and Policies, uploaded in PDF format into WBSCM;

- Proposal Part 4 – Past Performance Information, uploaded in PDF format into WBSCM;
- Proposal Part 5, Base Period prices and Constraints must be entered directly in WBSCM and uploaded as an attachment in PDF format. All subsequent Option Period prices and Constraints must be uploaded as an attachment in PDF format.

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 Public Procurement 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 (JAN 1999):

- (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: Sample Prototype

- Factor 1: Packaging Integrity (pass/fail)
- Factor 2: Texture (chewiness, mouth feel, juiciness)
- Factor 3: Appearance (shape, size, color)
- Factor 4: Flavor (burnt or scorched, off-flavors, aftertaste)
- Factor 5: Miscellaneous Documentation (pass/fail)

The sample prototype will be evaluated using a consumer panel. Sample prototype was submitted with miscellaneous documentations (Factor 6) to include PY-210P grading certificate, Nutrition Facts Panel ingredient and allergen statement and heating instructions for preparation of the sample for testing.

Proposal Part 2: Technical Information

- Factor 1: Technical Requirements
 - Subfactor 1: Approved Processing Facilities
 - Subfactor 2: Name and Contact information of an authorized company representative

Subfactor 3: Statement of capability to produce according to the FPPS under USDA/AMS Grading Supervision.

Proposal Part 3: Management Workforce Practices and Policies

Factor 1 Management 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 4: 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 5: Price

Pricing will be evaluated separately for each region using the quantity identified in schedule, B.1 for price comparison. The yearly capacity indicated in each offerors constraints document will be used to evaluate the size and number of regions each offeror could be awarded.

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

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

Sample Prototype, Technical Information, Past Performance, and Management Workforce Practices and Policies, when combined are significantly more important than price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is

unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

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

Adjectival Ratings

The following adjectival ratings will be used to evaluate the offeror’s Sample Prototype.

SAMPLE PROTOTYPE EVALUATION RATINGS	
OUTSTANDING	Sample Prototype The offeror has produced a sample that is outstanding in all factors for evaluation.
SUPERIOR	Sample Prototype The offeror has produced a sample that exceeds the minimum requirements.
SATISFACTORY	Sample Prototype The offeror has produced a sample that meets the minimum requirements.
MARGINAL	Sample Prototype The offeror did not produce a sample that met all the minimum requirements; several elements were not met.
UNACCEPTABLE	Sample Prototype The offeror failed to produce a sample that met the minimum requirements.

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

TECHNICAL EVALUATION RATINGS		
Factor 1	Acceptable	The offeror’s technical approach addressed the details listed.
	Not Acceptable	The offeror’s technical approach did not address the details listed.

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

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

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

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

3) FAR 52.212-3, Offeror Representations and Certifications – Commercial Items (MAR 2011):

In accordance with FAR 4.1201(a), prospective contractors shall complete electronic annual representations and certifications at <http://orca.bpn.gov> in conjunction with required registration in the System for Award Management (SAM) database (see FAR 4.1102). Prospective contractors shall update the representations and certifications submitted to SAM as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The representations and certifications are effective until one year from date of submission or update to SAM.