

**DOMESTIC COMMODITY INVITATION – HIGH PROTEIN YOGURT  
DESCRIPTION – 12-3J14-18-S-0068  
BID INVITATION NUMBER – 2000005090**

**TENDERING TEXT**

**USDA is announcing an offer of high protein nonfat yogurt to schools participating in the National School Lunch Program in School Year 2018. This is a fair and open vendor competition to bid. The product could originate from any location in the United States. There is no geographical preference in awarding the bids.**

**\*\*\*\*\*IMPORTANT SOLICITATION DETAILS\*\*\*\*\***

- **New- Master Solicitation attached. Contract clauses /solicitation provisions in Master Solicitation.**
- **New-Liquidated Damages for Late Delivery. See Master Solicitation 52.211-11.**
- **Changes to delivery appointments. See Master Solicitation 4A52.211-2 Advance Shipment Notice (ASN) and Unloading Appointment section (d) for important changes. Delivery appointments shall be made as far in advance of expected delivery as possible, but not less than 72 hours prior to delivery.**
- **New-Commodity Requirements Document (CRD). Commodity Specifications & Packaging Requirements are now found in the attached CRD.**

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**Solicitation for Commercial Items**

1. Solicitation Number: **12-3J14-18-S-0068 2000005090**
2. Solicitation Issue Date: November 7, 2017
3. Issued and Administered By:  
USDA-Agricultural Marketing Service  
Commodity Procurement Staff  
Kansas City Contracting Branch  
Beacon Facility- Mail Stop 8718  
P.O. Box 419205  
Kansas City, MO 64141-6205
4. Method of Solicitation: Sealed Bidding/Invitation for Bid
5. Last Date/Local Time for Receipt of Written Questions: N/A
6. Offer due Date/Local Time: 11/14/2017 9:00 A.M. CT
7. Award Notification Date: By 11/16/2017 5:00 P.M. CT
8. Public Release of Award Date: By 11/17/2017 5:00 P.M. CT
9. Solicitation Information Contact:  
Name: Cheryl Davis  
Telephone Number: 816-926-3377  
E-mail: [cheryla.davis@ams.gov](mailto:cheryla.davis@ams.gov)

10. This Acquisition is:

/ X/ Unrestricted

/ / Set-Aside for:

Small Business (*0 lbs. or 0 percent*) Any small business concern proposing to furnish a product that it did not itself manufacture must furnish the product of a small business manufacturer.

NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE

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

Offers received for these set-aside quantities from firms who are not eligible business concerns will not be considered. See 452.219-70.

NAICS: 311511                      Size Standard: 1000 employees

11. Internet Address: <http://www.ams.usda.gov/selling-food/solicitations>

12. Delivery Type: F.O.B. Destination

13. Payment will be made by and submit invoices to:

Contractor shall submit invoices and attachments in the Web-Based Supply Chain Management (WBSCM) system.

14. Contract Type:

/ X/ Firm Fixed Price

15. Schedule of Supplies: See WBSCM bid invitation

16. Accounting and Appropriation Data: *TAS::unknown*

The commodities procured under this solicitation are currently for the following programs(s):

Section of Public Law Program Name

/ X/ 32/6E The National School Lunch Program

/ X/ 32/6E Child and Adult Care Feeding Programs

/ X/ 32/6E Summer Food Service Program

// 311 Nutrition Services Incentive Program

// 4A Food Distribution Program on Indian Reservations

// 17 Commodity Supplemental Food Program

// 104 The Emergency Food Assistance Program

17. USDA Contracting Officer

a. UNITED STATES OF AMERICA /S/ Jeffrey F. Jackson

**52.203-3 Gratuities (Apr 1984)**

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—
  - (1) Offered or gave a gratuity (*e.g.*, an entertainment or gift) to an officer, official, or employee of the Government; and
  - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled—
  - (1) To pursue the same remedies as in a breach of the contract; and
  - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

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

- (a) The offeror certifies that—
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
  - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
    - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

