

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

1. REQUISITION NUMBER PAGE 1 OF 47

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER 2000007335 6. SOLICITATION ISSUE DATE 07/30/2019

7. FOR SOLICITATION INFORMATION CALL: a. NAME Chyra Lewis, Contract Specialist b. TELEPHONE NUMBER (No collect calls) 202-260-8256 8. OFFER DUE DATE/ LOCAL TIME 09/25/2020, 01:00 pm Central Time

9. ISSUED BY CODE United States Department of Agriculture Agricultural Marketing Service, Commodity Procurement Staff 1400 Independence Avenue, SW Room 3522-S, STOP 0239 Washington, DC 20250-0239 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: 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: 311611 BUSINESS SIZE STANDARD: 1,000 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(1) 16. ADMINISTERED BY CODE See Block 9

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 18a. PAYMENT WILL BE MADE BY CODE See Block 9

TELEPHONE NO. 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE PARAGRAPH C(18)(g)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Product: Frozen Ground Bison Contract Type: Firm-Fixed-Price (FFP), Indefinite Delivery, Indefinite Quantity (IDIQ) Period of Performance: Date of Award to 09/30/2021 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 ATTACHED ARE NOT ATTACHED 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ATTACHED 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) 31c. DATE SIGNED David C. Jackson, Contracting Officer

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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 – Technical Information, uploaded in PDF format into WBSCM

_____ Proposal Part 2 – Management and Workforce Practices and Policies, uploaded in PDF format into WBSCM

_____ Proposal Part 3 – Past Performance Information, uploaded in PDF format into WBSCM

_____ Proposal Part 4 – Prices (**Review Section B of this solicitation, in its entirety**)

_____ Offer Prices, uploaded in PDF format into WBSCM using the table in EXHIBIT 2

_____ Offer Constraints, uploaded in PDF format into WBSCM using the Constraints Table in EXHIBIT 2

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) Contract Line Item Numbers (CLINS)

Proposed Product:

ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	NTE QUANTITY	UNIT	UNIT PRICE
0001	FROZEN GROUND BISON Delivered to Nampa, ID	900,000	lbs.	
0002	FROZEN GROUND BISON Delivered to Kansas City, MO	900,000	lbs.	
Total		1,800,000	lbs.	

Solicitation quantities are based on Food Nutrition Services recipient needs and distribution schedules. The NTE quantities were established by increasing anticipated need by approximately 50%.

The NTE Quantity above represents the maximum amount of product that can be ordered under any resulting contract. The amount ordered will be subject to the requirements of the Government and the delivery constraints indicated by the contractor. The Government reserves the right to award multiple contracts.

All truckloads shall equal 40,000 pounds.

Offerors must submit a product description and unit price for each proposed product using Exhibit 2.

- 2) All offerors are required to submit delivery constraints with their proposal indicating the maximum quantity (in 40,000-pound truckloads) vendor is willing to supply. Constraints should be entered in the table from EXHIBIT 2 in WBSCM per the instructions “Submitting an Offer on Long-Term/RFP Solicitations.”

<https://www.ams.usda.gov/sites/default/files/media/PreAward-SubmittingRFPOffer.pdf>

The table below is an example.

Constraint Table:

DELIVERY PERIOD(S)	MAX TRUCKLOADS* PER DELIVERY PERIOD
<i>March 1-15</i>	<i>7 trucks</i>
<i>March 16-31</i>	<i>15 trucks</i>
November 1-15 November 16-31	
December 1-15 December 16-30	

- 3) If multiple contracts are awarded, AMS will place all delivery orders for each delivery period having demand under the contract with the lowest-priced product until the constraints under that contract have been exhausted. AMS will continue ordering under the next lowest-priced contracts until either, all contractor's constraints are exhausted, or all requirements have been fulfilled. If the contractor indicates to AMS that they have excess capacity above the constraints indicated in the contract for a particular delivery period, AMS may consider issuing a bilateral delivery order to procure the excess capacity.
- 4) All awarded product shall meet the product requirements in EXHIBIT 1 - ITEM DESCRIPTION AND REQUIREMENTS (IDR) FOR FROZEN GROUND BISON PRODUCTS.
- 5) **ALL OFFERORS MUST BE QUALIFIED PRIOR TO AWARD AND SUBMISSION OF ANY DELIVERABLES UNDER THIS CONTRACT.** Information concerning qualification requirements can be obtained from the source identified in Section C under FAR 52.209-1, Qualification Requirements.
- 6) Delivery shall be:
 - a) FOB Destination;
 - b) Inclusive of all transportation costs, including multiple stops;
 - c) Within the delivery period specified in the delivery orders issued. Delivery Orders will be issued as a PO specifying the half-month period in which each 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. Delivery Orders will be issued 60 days in advance of the delivery period. Also, the Contractor shall provide an advance ship notice in compliance with the AMS Master Solicitation.
- 7) Period of Performance: The period of performance under this contract is the date of award to 09/30/2021.
- 8) Place of Acceptance: Final acceptance of the product shall be at the destination specified under the contract/purchase order.
- 9) Questions regarding this solicitation/contract will only be addressed in writing via email to: Chyra Lewis, Contract Specialist at Chyra.Lewis@usda.gov.

C) CONTRACT CLAUSES

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

2) **FAR 52.215-2 Audit and Records – Negotiation (JUNE 2020)**

3) **FAR 52.209-1 Qualification Requirements (FEB 1995) (See MSCP- D)**

(b) This portion of paragraph b is amended to read as follows. All other portions of the clause apply. "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) Chyra Lewis
(Email) Chyra.Lewis@usda.gov

4) FAR 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984) (This clause is to replace the MSCP-D section in its entirety)

Funds are not presently available for performance under this contract beyond 9/30/2020. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 9/30/2020, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

5) Agricultural Acquisition Regulations (AGAR) Clauses Incorporated by Reference and Full Text

AGAR 452.247-71 Marking Deliverables (FEB 1988)

AGAR 452.247-72 Packing for Domestic Shipment (FEB 1988)

AGAR 452.216-73 Minimum and Maximum Contract Amounts (FEB 1988)

During the period specified in FAR Clause 52.216-18 Ordering, the Government shall place orders totaling a minimum of 40,000 lbs., but not in excess of 1,800,000 lbs.

15) FAR 52.216-18 Ordering (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders/purchase orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through 09/30/2020.

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

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

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

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

- (3) If sent electronically, the Government either—
- (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.

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

16) FAR 52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **1 Truckload per half-month delivery period**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **TBD based on offeror's constraints**;

(2) Any order for a combination of items in excess of **TBD based on offeror's constraints**; 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.

17) 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 **60 days following the end of the effective period of this contract.**

18) USDA/AMS Specific Requirements

a. Food Safety and Inspection Requirements

Facilities used in fulfilling USDA contracts must be operating under the provisions of the Voluntary Exotic Animal Inspection Program of the FSIS contained in Title 9 C.F.R. Part 352 Subpart A. Offerors that are not operating under the provisions of the Voluntary Exotic Animal Inspection Program of the FSIS contained in Title 9 C.F.R. Part 352 Subpart A. will be deemed non-responsive.

b. Contract Compliance

The contractor must assure compliance with all requirements of this Contract and/or IDR prior to delivery of product to USDA for acceptance. Examination and certification by USDA are 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/or IDR. 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 Inspection and Grading Certificate issued at time of checkloading must accompany each shipment.

For this commercial purchase, grader involvement excludes production and is only at time of 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. As an alternative to stamping, the contractor may preprint the stamp on the shipping container or label. Prior approval by Quality Assessment Division (QAD) is required before using this alternative method.

1. 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.

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 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. The Contractor shall be liable for all shortages which occur before delivery, except that if shipment is by common carrier, the Contractor shall not be liable for a shortage reported at destination unless it can be established, notwithstanding the checkloading certificate, that there was an actual shortage at the time of loading for shipment.

d. This paragraph (d) is not applicable to purchases delivered f.o.b. origin. If the shipment is by truck and USDA specifically requests "Exclusive Use of Vehicle," USDA will reimburse the Contractor for any additional transportation costs due to shipment under "Exclusive Use of Vehicle." The sealing of trucks as part of the checkloading procedure shall not be construed as such a request. In the absence of such a request by USDA, any additional cost of transportation and related services due to shipment under "Exclusive Use of Vehicle" shall be for the Contractor's account. The Contractor shall be responsible for making such arrangements as may be necessary to prevent the application of "Exclusive Use of Vehicle" charges when such charges result in higher transportation costs. The arrangements to be made by the Contractor may include an instruction to the checkloader not to seal the truck when the sealing will result in "Exclusive Use of Vehicle" charges. If, notwithstanding such arrangements, the checkloader seals the truck, the Contractor shall have the responsibility for removing the seals.

2. Obliteration of Markings

The appearance in commercial or other channels of containers and container materials bearing markings required under the contract may cause USDA expense in determining whether commodities have been diverted from authorized use and in answering inquiries. The contractor agrees to take necessary action to prevent the appearance in commercial or other channels of any labels, bags, cans, can lids, cases, or any other type of packaging, either filled or unfilled (hereinafter referred to as "containers and container materials"), bearing markings specific to the contract (i.e. the "contract compliance stamp") including those held by the contractor or others, e.g., overruns. The following actions with respect to all inner and outer containers and container materials will constitute compliance with the intent of this clause: (a) complete obliteration of all markings 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.

D) CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS:

EXHIBIT 1 – ITEM DESCRIPTION AND REQUIREMENTS (IDR) FOR FROZEN GROUND BISON

The product must be produced in accordance with Food Safety and Inspection Service (FSIS) regulations and this Item Description and Requirements (IDR).

A. Background: AMS plans to purchase traditional foods to be distributed to Federal food assistance program recipients that participate in the Food Distribution Program on Indian Reservations. Bison is a traditional food that was requested by program recipients and provides a source of lean, high-quality protein.

B. Requirement:

- 1) Household size lean, frozen ground bison that is the same as is generally available in the commercial marketplace.
- 2) “Lean” is defined as an average fat content of less than 10 percent.
- 3) Product must be delivered within 60 days of production date.
- 4) Pack size minimum of 1 lb. chub and not to exceed a 2 lb. chub.
- 5) "Best-if-used-by" Date is at least 365 calendar days from the date of production.

EXHIBIT 2 – PRODUCT DESCRIPTION AND PRICING FORM

ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	NTE QUANTITY*	UNIT	UNIT PRICE
0001	__lb. FROZEN GROUND BISON Delivered to Nampa, ID	900,000	lbs.	
0002	__lb. FROZEN GROUND BISON Delivered to Kansas City, MO	900,000	lbs.	
Total		1,800,000	lbs.	

CONSTRAINT TABLE

DELIVERY PERIOD(S)	MAX TRUCKLOADS* PER DELIVERY PERIOD
<i>March 1-15</i> <i>March 16-31</i>	<i>(ex:) 7 trucks</i> <i>15 trucks</i>
January 1-15 January 16-31	
February 1-15 February 16-29	
March 1-15 March 16-31	
April 1-15 April 16-30	
May 1-15 May 16-31	
June 1-15 June 16-30	
July 1-15 July 16-31	
August 1-15 August 16-31	
September 1-15 September 16-30	

EXHIBIT 3 - DOMESTIC ORIGIN CERTIFICATION

This form must be completed by an authorized company official or their designee for each contract/purchase order delivery awarded. The completed form must be presented to a representative of the USDA, Agricultural Marketing Service (AMS), certification agent at the processing facility; the completed form must also be presented to the USDA Contracting Officer or agent thereof upon request. ***If imported product is brought into the facility during the production and shipment of product for this contract, it is the contractor’s responsibility to notify the applicable certification branch.*** Each contractor and/or processing facility under this contract must have a copy of this form on file.

Solicitation Number: _____
Contract/Purchase Order Number: _____
Product: _____

Does your company process or handle products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands?

YES NO If yes, attach a copy of your segregation plan explaining how such product is stored and processed separate from domestic product..

Do any of your Subcontractor/Suppliers process or handle products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands?

YES NO If yes, attach a copy of each subcontractor’s/supplier’s segregation plan explaining how such product is stored and processed separate from domestic product.

I certify that all products sold to the Department of Agriculture are of 100 percent domestic origin and that all above statements are true. I further certify that traceability documentation will be made available to USDA, Agricultural Marketing Service representatives upon request. **WARNING: 18 U.S.C. Part 1, Chapter 47, Section 1001 states that “Except as otherwise provided in this section, whoever, in any manner within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully (1) falsifies, conceals, or covers up by any trick, scheme, or 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 4 - RESERVED

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):

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

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

Contract Information

Contract Number:

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:

**EXHIBIT 6 - QUALIFICATION REQUIREMENTS FOR PROSPECTIVE CONTRACTORS
SELLING COMMODITIES TO USDA AGRICULTURAL MARKETING SERVICE
March 2017**

I. Facilities used in fulfilling USDA contracts require a Food Defense Audit. All audits must be completed prior to the bids due date of September 25, 2020. Facilities that are not operating under an AMS approved Food Defense Plan will be deemed non-responsive.

II. See web address below for full requirements.

<https://www.ams.usda.gov/sites/default/files/media/NewVendorQualificationRequirements2017.pdf>

E) SOLICITATION PROVISIONS**1) FAR 52.212-1, Instructions to Offerors – Commercial Items (JUNE 2020) (The portion below is included in addition to the reference clause)**

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

Note: Parts 1, 2, 3, and 4, must be submitted via WBSCM either as an attachment or as part of the WBSCM offer form.

Proposal Part 1: - Technical Information

The offeror shall list all the processing plants and shipping points that it intends to use and upload them in a PDF formatted document or an excel spreadsheet, as an attachment in WBSCM. If the offeror does not submit any additional plants, all products ordered must come from the compliant plant(s) or shipping point(s) identified by the offeror in their WBSCM offer. Prior to bid opening offerors may add additional compliant plants and shipping points.

Offerors must provide the unit size and case weight of their proposed product using Exhibit 2. (For example, 32 1.25-lb chubs per 40-lb case or 40 1 lb. chubs per 40-lb case).

Commercial food safety protocols and standards are acceptable by the USDA. Offerors should describe these protocols and standards in their technical proposal, including whether they have FSIS fee-for-service inspector in place.

Facilities used in fulfilling USDA contracts must be operating under the provisions of the Voluntary Exotic Animal Inspection Program of the FSIS contained in Title 9 C.F.R. Part 352 Subpart A. The product must be produced in accordance with Food Safety and Inspection Service (FSIS) regulations and this Item Description and Requirements (IDR).

Technical compliance will be determined by AMS through verification that: 1) the offeror has complied with the qualification requirements (See Exhibit 6 – Vendor Qualification Requirements); 2) the contractor has completed all WBSCM (Web Based Supply Chain Management) requirements and is a current user of WBSCM (inquiries concerning WBSCM access can be addressed by sending an email to wbscmamshelpdesk@ams.usda.gov); and 3) at least one processing plant and shipping point to be used are in compliance with the terms of this solicitation/ contract and all other USDA requirements prior to proposal due date.

Proposal Part 2 – Management and Workforce Practices and Policies

Offerors should describe management strategies and control procedures to be used in achieving performance under the contract, such as the management of any subcontractors, strategies to manage risk, and management support and participation in implementation of procedures; specific technical skills to be employed on a full-time, part-time, interim, or temporary basis; plans for initial and on-going training of contractor and subcontractor personnel to ensure tendering of supplies that meet contract requirements; plans for on-going coordination of security clearances, whenever applicable; and the efficacy of policies and procedures in place for the recruitment, development, and retention of a safe, qualified, and diverse workforce.

Proposal Part 3 – Past Performance

Each offeror should provide three (3) written past performance references for similar contract/orders completed within the past 3 years (or contracts/orders which are currently being completed) using the attached **EXHIBIT 5 – PAST PERFORMANCE REFERENCE INFORMATION** form.

Proposal Part 4 – Price

Offerors shall propose pricing information as specified in Section B.1 using Exhibit 2.

Constraints: Offerors should indicate the maximum amount of product they are capable of producing under any contract awarded as a result of this solicitation during the identified delivery periods (see B.2).

QUESTIONS regarding this RFP are due on or before 01:00 pm Central Time, on Monday, September 21, 2020 via email, to Chyra Lewis, Chyra.Lewis@usda.gov with “Questions concerning Solicitation 2000007335 lean frozen ground bison” 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, Friday, September 25, 2020.

Pre-proposal Conference: Conference call-in at 2:00pm Central Time, Monday, September 21, 2020.

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.

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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 – Technical Information, uploaded in PDF format into WBSCM;
- Proposal Part 2 – Management and Workforce Practices and Policies, uploaded in PDF format into WBSCM;
- Proposal Part 3 – Past Performance Information, uploaded in PDF format into WBSCM;

- Proposal Part 4, Prices and a Constraint Document uploaded in PDF format into WBSCM.

Contract Award

Award(s) documents will be available on the Vendors Supplier Self-Service Page in WBSCM by the date specified in the Solicitation. A notice of award will be issued in the form of a Product Commodity Award (PCA) Report or other public notice. After award information is posted, inquiries may be made to the Contracting Officer.

Award(s), as specified above, will result in a binding contract without further action by either party. Information on awards is also available electronically through the commodity procurement website at <http://www.ams.usda.gov> under the “Commodity Purchasing” link after award and the PCA report posted on the WBSCM Public Procurement Page.

2) FAR 52.212-2, Evaluation – Commercial Items (OCT 2014):

- (a) The Government will award a contract resulting from this solicitation to the responsible offerors 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: Technical Information

Technical Acceptability will be determined by AMS through verification that: 1) the offeror as the contractor has completed all WBSCM (Web Based Supply Chain Management) requirements 2) is a current user of WBSCM (inquiries concerning WBSCM access can be addressed by sending an email to wbscmamshelpdesk@ams.usda.gov), and 3) at least one processing plant and shipping point to be used are in compliance with the terms of this solicitation/ contract and all other USDA requirements prior to proposal due date.

Proposal Part 2: Management Workforce Practices and Policies

Management Workforce Practices and Policies Approach – Offeror’s ability to develop and maintain a safe, effective, and diverse workforce, including recruitment, retention and development of such a workforce recruitment.

Proposal Part 3: 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 4: Price

Pricing will be ranked separately for each CLIN. Prices will be compared to one another and historical prices to determine fair and reasonableness of pricing for multiple award purposes. The constraints documents will be used to determine the number of contracts needed to sufficiently cover the requirement identified in the Schedule.

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

- 1) Technical Information
- 2) Past Performance
- 3) Management Workforce Practices and Policies
- 4) 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 Technical Compliance.

TECHNICAL	
Acceptable	The offeror has 1) complied with all the qualification requirements, 2) the contractor has completed all WBSCM (Web Based Supply Chain Management) requirements and is a current user of WBSCM and 3) the contractor has an approved plant/shipping point.
Not Acceptable	The offeror has not complied with all the qualification requirements, and/or the contractor has not completed all WBSCM (Web Based Supply Chain Management) requirements nor is a current user of WBSCM.

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

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

3) 52.215-6 Place of Performance (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal.

(b) If offeror or respondent intends to use one or more plants or facilities located at a different address from the address indicated in this proposal, the offeror shall list all the processing plants and shipping points (Street Address, City, State, County, ZIP code) and name and address of Owner and Operator of the Plant or Facility if other than the Offeror or Respondent. The processing plants and shipping points to be used shall be in compliance with the food defense audit required under Section D1. – Food Defense Requirements (See Exhibit 6 – Vendor Qualification Requirements).

4) FAR 52.212-3, Offeror Representations and Certifications – Commercial (AUG 2020):

An offeror shall complete the following paragraphs of this provision if the Offeror has completed the annual representations and certificates electronically in the System for Award Management (SAM) accessed through <http://www.sam.gov>. If an offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(End of provision)