

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

1. REQUISITION NUMBER PAGE 1 OF 40

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER 2000000975 6. SOLICITATION ISSUE DATE 04/12/2012

7. FOR SOLICITATION INFORMATION CALL: a. NAME Keven Valentin, Contract Specialist b. TELEPHONE NUMBER (No collect calls) 202-260-8672 8. OFFER DUE DATE/ LOCAL TIME 05/01/2012, 01:00 pm Central Time

9. ISSUED BY CODE United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS) Contracting Branch 1400 Independence Ave SW, STOP 0256 Washington, DC 20250-0239 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR: : SMALL BUSINESS WOMAN-OWNED SMALL BUSINESS (WOSB) HUBZONE SMALL BUSINESS ECONOMICALLY DISADVANTAGED WOMEN OWNED SMALL BUSINESS (EDWOSB) SERVICE-DISABLED VETERAN - 8(A) OWNED SMALL BUSINESS NAICS: 311615 BUSINESS SIZE STANDARD: 500 Employees

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

15. DELIVER TO CODE See paragraph B(4)(d) 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(16)(h)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Product: Ready-To-Cook Turkey Roasts (material 100125), per USDA Specification Contract Type: 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 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) Felicitas C. Lofton, 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

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B) SCHEDULE

1) CLINS

* See B.2.b. for offer price information.

** For items marked with (**), offeror need only bid FOB to offshore destination or FAS to port, not both.

Awards will be made per region as identified below. Offerors shall provide pricing information for every CLIN within each regional area(s) that they are providing an offer in order to be considered for award for the region(s) (see ** exception above).

Period of Performance: Date of Award through 12 Months	
Product: Frozen, Ready-To-Cook Turkey Roasts	
<u>CLIN 0001 Midwest Region</u>	<u>Offer Price*</u>
CLIN 0001A Illinois	
CLIN 0001B Indiana	
CLIN 0001C Michigan	
CLIN 0001D Minnesota	
CLIN 0001E Ohio	
CLIN 0001F Wisconsin	
<u>CLIN 0002 Southwest Region</u>	<u>Offer Price*</u>
CLIN 0002A Arkansas	
CLIN 0002B Louisiana	
CLIN 0002C New Mexico	
CLIN 0002D Oklahoma	
CLIN 0002E Texas	
<u>CLIN 0003 Western Region</u>	<u>Offer Price*</u>
CLIN 0003A Arizona	
CLIN 0003B California (Includes FAS to port Hawaii)	
CLIN 0003C Idaho	
CLIN 0003D Nevada	
CLIN 0003E Oregon	
CLIN 0003F Washington	
CLIN 0003G Hawaii**	

2) **PRICING: final price = base price + offer price**

- a) The *base price* is intended to reflect the approximate value of the turkey contained as ingredients in the finished product. AMS will determine the base price using a 58:42 composite of the most current Fresh Tom Boneless/Skinless Breasts Weekly Weighted Average Price and the most current Fresh Thigh Meat Weekly Weighted Average Price (NW_PY029) published by the USDA Poultry Market News just prior to issuance of each delivery order.
- b) The *offer price* shall be inclusive of all costs associated with the manufacture and transportation of the turkey roasts to the identified delivery point. This price shall be proposed by the Contractor. The price shall be expressed on a per-pound basis, to the fourth decimal place.
- c) The *final price* per pound to be paid to the Contractor for each purchase unit when placing delivery orders will be determined by adding the *base price* to the *offer price*.

For example, the NW_PY029 report for Friday, January 6, 2012 (**EXHIBIT 1**), reports the weekly weighted average for Fresh Tom B/S Breasts at 243.00 cents per pound and Fresh Thigh Meat at 147.87 cents per pound. Thus, the base price would be 203.05 cents per pound [(243.00 x 58%) + (147.87 x 42%)]. This price (\$2.0305 per pound) would be added to the *offer price* to determine the price per pound to be paid (*final price*).

The reports are available at www.ams.usda.gov/pymnhomepage. Inquiries regarding the reports should be directed to Poultry Programs, Market News and Analysis Branch, (202) 720-6911.

- d) Offerors must propose prices for all states within each region that they are interested in supplying and may limit the number of regions awarded to them by uploading a constraints document in PDF format to WBSCM.
 - e) For all regions in which offerors propose, they must submit offers for the base and all option periods.
- 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 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.

REGION	G. Min Trucks	G. Min Pounds	Est. Max Trucks	Est. Max Pound
Midwest Region	35	1,400,000	70	2,800,000
Southwest Region	35	1,400,000	70	2,800,000
Western Region	35	1,400,000	70	2,800,000

Note: One truckload of product weighs 40,000 pounds.

The actual amount of product ordered is highly variable and the estimated maximum amount is set at a level that will ensure all of the Governments ordering needs during each period of performance are met. See **EXHIBIT 2 – READY TO COOK TURKEY ROAST DEMAND FOR SY 2011 - 2012** for information on historical demand. While ordering under this requirement is expected to follow a similar pattern and volume, the information in this exhibit is for informational purposes only and does not guarantee future ordering levels.

- 5) The Government anticipates awarding one contract, but reserves the right to make multiple awards. If multiple awards are made, the guaranteed minimum and NTE maximum quantities of each contract will be determined by adjusting these quantities according to the historic demand levels identified in EXHIBIT 2.
- 6) Delivery shall be:
 - a) FOB Destination;
 - b) Inclusive of transportation costs;
 - c) Within the period specified in each delivery order. (Delivery orders will be issued 30 to 40 calendar days prior to the 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
 - d) Within the cities identified in the schedule with specific delivery locations identified in each delivery order.

Questions regarding this solicitation will only be addressed in writing via email to:

keven.valentin@ams.usda.gov.

C) CONTRACT CLAUSES

1) **FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<https://www.acquisition.gov/>

2) **FAR 52.212-4 Contract Terms and Conditions – Commercial Items (JUN 2010)**

- 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.

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

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

This clause shall be carried out as described in paragraphs B.1(a) through B.1(c)

5) **FAR 52.209-1 Qualification Requirements (FEB 1995) (See EXHIBIT 3 – Qualification Requirements for Prospective Contractors Selling Commodities to USDA)**

- (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) **Keven Valentin**
 (Email) Keven.Valentin@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.

6) 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.
- (d) The contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract.

7) 52.211-16 -- Variation in Quantity (APR 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.
- (b) The permissible variation shall be limited to:
 - 1% Percent increase (net weight)
 - 1% Percent decrease (net weight)

This increase or decrease shall apply to each 40,000 pound purchase unit.

8) 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 four years and eleven months 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.

9) 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 **40,000 pounds (1 truckload)/Region 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 (CLIN) in excess of **280,000 pounds (7 truckloads)/Region per half-month delivery period**;
 - (2) Any order for a combination of items in excess of **280,000 pounds (7 truckloads)/Region per half-month delivery period**; 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.

10) 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.
- (e) 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**.

11) 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.

12) 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.

13) 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.

14) 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 Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

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

52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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:

52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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.)

52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

52.222-3, Convict Labor (June 2003) (E.O. 11755).

52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

52.222-21, Prohibition of Segregated Facilities (Feb 1999).

52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

52.223-18, Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).

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).

(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: None identified.

(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, or 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 clauses at:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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.

15) 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)

16) USDA/AMS Specific Requirements

a. Domestic Products

All products used in fulfilling contracts or delivery orders awarded must be of 100 percent domestic origin, meaning that they are produced and processed from products, which were produced, raised, and processed only in the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred

to as “the United States”). If the contractor processes or handles products originating from sources other than the United States, the contractor must have an acceptable identification and segregation plan for those products to ensure they are not used in commodities under this contract. This plan must be made available to an AMS representative and the Contracting Officer or agent thereof upon request. The contractor must ensure that the contractor and any subcontractor(s) maintain records such as invoices, or production and inventory records evidencing product origin, and make such records available for review by the Government in accordance with FAR 52.215-2.

The contractor agrees to include this domestic origin certification clause in all subcontracts for products used in fulfilling contracts awarded under Contract. The burden of proof of compliance is on the contractor.

Domestic origin verification requirements must be included in the contractor’s technical proposal, if applicable. Otherwise, prior to any work performed under the applicable contract or purchase order that was awarded, the attached form (**EXHIBIT 4 – Domestic Origin Certification**) must be completed, and must be presented to an AMS representative, the Contracting Officer, or agent thereof upon request.

b. Food Defense Requirements

Potential contractor(s) and subcontractor(s) must have a food defense plan that provides for the security of a plant’s production processes and includes the storage and transportation of pre-production raw materials and other ingredients and post-production finished 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).

Prior to submission of an offer under this solicitation, the documented and operational food defense plan must be audited and approved by USDA, AMS.

The frequency of any follow-up food defense audits will be determined by the Contracting Officer.

Eligible suppliers 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.

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 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 Central Vendor Administrator's responsibilities include: 1) enter all plant(s) and shipping point(s) that company plans to utilize for USDA production, 2) assign plant/headquarter staff member(s) to the appropriate plant(s) and shipping point(s), 3) assign the roles needed for each staff member to perform the various functions required in WBSCM as determined by USDA.

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 WBSCM. **EXHIBIT 5** 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 USDA Specification; this Solicitation; the Agriculture Acquisition Regulations (AGAR); and the Federal Acquisition Regulations (FAR).

2. Timely performance: Offerors and any subcontractor _____ completed required performance of any USDA contract prior to the offer due date.
 - (a) Have.
 - (b) Have not.
 - (c) Have not, 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: USDA Specification for Turkey and Turkey Products dated January 2012, Contract, and contractor's proposal.

e. Contract Compliance

The contractor must assure compliance with all requirements of this Contract and the USDA Specification for Turkey and Turkey Products dated January 2012 (USDA Specification) 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 the USDA Specification. 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 Poultry Products Grading Certificate (Form PY-210) issued at time of checkloading must accompany each shipment.
2. 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 USDA Specification, 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 as far in advance as possible but not less than 24 hours of expected delivery.

USDA has provided an excel template in a comma delimited (.csv) format that allows the contractor to upload delivery order line items that will create multiple ASNs.

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. Thereafter, 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 the USDA Specification, 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 PY-210P, 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 USDA Specification; and
- d. Any waivers granted by the Contracting Officer, if applicable.

Invoice must be submitted on a full truckload quantity, or multiples thereof; invoices for less-than-truckload quantities may not be accepted. Invoice quantity must match the quantity awarded on the Delivery Order unless a waiver has been granted by the Contracting Officer. For those items that are purchased on a variable weight quantity, only whole pounds should be shown on the invoice. When the total quantity to be invoiced includes a fraction of a pound, the fraction should be omitted if less than one-half pound or increased to the next full pound if one-half pound or more.

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 at least 48 hours prior to shipping;
- 2) Good 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 will be made directly to the financial banking institution as listed in the contractor’s Central Contractor Registration (CCR).

D) CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS:

EXHIBIT 1 – USDA POULTRY MARKET NEWS REPORT

NW_PY029 ***CORRECTED COPY***RESENDING
Des Moines, IA Fri. Jan 06, 2012

USDA Market News

TURKEY: Daily National Young Turkey Parts (Fri)

BULK MEAT and FROZEN (UNLESS SPECIFIED),
CENTS PER LB., DELIVERED FIRST RECEIVERS, PART AND FULL TRUCKLOTS
AS OF 6 JANUARY 2012.

The market on tom bulk parts is steady, instances weak on full cut wings. Demand and offerings llight to moderate. The market on white meat is barely steady to weak. Demand limited. Offerings moderate. Trading was slow. For domestic: fresh scapula 137-138 cents, fresh Mechanically separated turkey 21-22 cents pet food, fresh full-cut wings 73-77 cents, fresh hen breast meat 225 cents, fresh tom necks 49 cents and fresh tails 49 cents. For export: fresh thigh meat 147 cents, frozen livers 31 cents and fresh tom drums 73-75 cents delivered to port or border.

DOMESTIC TRADING	PRICE RANGE	LST CDE	WTD AVG PRICE	WEEKLY	
				VOLUME (000)	WTD AVG PRICE (000)
BREASTS, 4-8 LBS GRADE A 2/		F	128.00	40	
BREASTS, 4-8 LBS GRADE A--FRESH 2/	159.00-191.00		181.29	14	181.29 14
BREASTS, 4-8 LBS PLANT GRADE 2/	117.00-119.00		118.00	4	118.00 4
DRUMSTICKS, TOM	75.00		75.00	18	75.00 18
DRUMSTICKS, TOM--FRESH	73.00-76.00		73.67	180	73.91 440
DRUMSTICKS, HEN		W	83.00	2	83.00 2
WINGS, FULL-CUT, TOM	77.00-80.00		78.22	270	78.34 278
WINGS, FULL-CUT, HEN	82.00		82.00	2	83.33 6
WINGS, V-TYPE, TOM	104.00-105.00		104.40	200	104.40 200
WINGS, V-TYPE, HEN	123.00		123.00	17	123.00 17
NECKS, TOM	52.00-55.00		54.20	182	54.22 188
NECKS, HEN	43.00-48.00		45.50	8	45.00 10
BREASTS, B/S, TOM 3/		R	240.00	160	240.00 160
BREASTS, B/S, TOM--FRESH 3/		R	243.00	80	243.00 80
THIGH MEAT	145.00-148.00		146.87	204	147.05 260
THIGH MEAT--FRESH	147.00-149.00		147.87	124	147.87 124
BREAST TRIM MEAT		W	143.00	2	143.00 2
SCAPULA MEAT					
WING MEAT WITH SKIN					
TENDERLOINS					
DESTRAPPED TENDERS					
DESTRAPPED TENDERS--FRESH		T	218.00	18	218.00 18
MECHANICALLY SEPARATED 4/	33.00-38.00		37.00	50	35.22 90
MECHANICALLY SEPARATED--FRESH 4/	30.00-34.00		32.56	541	32.64 661

EXPORT TRADING

DRUMSTICKS, TOMS	74.00-76.00		74.67	120	74.67 120
WINGS FULL-CUT - TOMS					
WINGS, V-TYPE, TOM	95.00		95.00	162	95.00 162
TAILS	51.00		51.00	216	51.94 256
MECHANICALLY SEPARATED 4/		W	34.00	108	34.00 108
THIGH MEAT - FROZEN		F	148.34	242	

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

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

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

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

Source: USDA AMS Poultry Programs, Market News & Analysis
Des Moines, IA 515.284.4471 email: PYMNDSM@ams.usda.gov
http://www.ams.usda.gov/mnreports/NW_PY029.txt

Prepared: 06-Jan-12 04:12 PM E CW

EXHIBIT 2 – TURKEY ROAST DEMAND FOR SY 2011-2012

MIDATLANTIC REGION			
States/Territories	Truckloads	Pounds	NLT Delivery Date
Delaware, District of Columbia, Maryland, New Jersey, Pennsylvania, Virginia, West Virginia	3	120,000.00	7/15/2011
	2	80,000.00	8/15/2011
	1	40,000.00	8/31/2011
	4	160,000.00	9/15/2011
	3	120,000.00	9/30/2011
	9	360,000.00	10/31/2011
	3	120,000.00	2/15/2012
	7	280,000.00	3/31/2012
	1	40,000.00	3/31/2012
TOTAL	33	1,320,000.00	

MIDWEST REGION			
States/Territories	Truckloads	Pounds	NLT Delivery Date
Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin	3	120,000.00	7/31/2011
	4	160,000.00	8/15/2011
	6	240,000.00	8/31/2011
	1	40,000.00	9/15/2011
	6	240,000.00	9/30/2011
	2	80,000.00	10/15/2011
	7	280,000.00	10/31/2011
	4	160,000.00	11/15/2011
	4	160,000.00	1/15/2012
	2	80,000.00	3/31/2012
TOTAL	39	1,560,000.00	

MOUNTAIN PLAINS REGION			
States/Territories	Truckloads	Pounds	NLT Delivery Date
Colorado, Iowa, Kansas, Missouri, Montana, Nebraska, North Dakota, South Dakota, Utah, Wyoming	8	320,000.00	7/15/2011
	3	120,000.00	7/31/2011
	1	40,000.00	8/15/2011
	2	80,000.00	8/31/2011
	10	400,000.00	9/15/2011
	3	120,000.00	10/15/2011
	1	40,000.00	10/31/2011
	3	120,000.00	1/15/2012
TOTAL	31	1,240,000.00	

NORTHEAST REGION			
States/Territories	Truckloads	Pounds	NLT Delivery Date
Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, Vermont	1	40,000.00	7/15/2011
	3	120,000.00	7/31/2011
	5	200,000.00	8/31/2011
	7	280,000.00	9/15/2011
	8	320,000.00	10/15/2011
	2	80,000.00	10/31/2011
	1	40,000.00	1/15/2012
	1	40,000.00	1/31/2012
	2	80,000.00	2/15/2012
	11	440,000.00	2/29/2012
	1	40,000.00	3/15/2012
	9	360,000.00	3/31/2012
	1	40,000.00	4/15/2012
	1	40,000.00	5/15/2012
	1	40,000.00	6/15/2012
	TOTAL	54	2,160,000.00

SOUTHEAST REGION			
States/Territories	Truckloads	Pounds	NLT Delivery Date
Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, Puerto Rico, South Carolina, Tennessee, Virgin Islands	13	520,000.00	7/15/2011
	4	160,000.00	7/31/2011
	1	40,000.00	8/15/2011
	9	360,000.00	8/31/2011
	2	80,000.00	9/15/2011
	5	200,000.00	9/30/2011
	13	520,000.00	10/15/2011
	6	240,000.00	10/31/2011
	3	120,000.00	11/15/2011
	2	80,000.00	1/15/2012
	1	40,000.00	2/15/2012
	4	160,000.00	2/29/2012
	1	40,000.00	3/15/2012
	7	280,000.00	3/31/2012
TOTAL	71	2,840,000.00	

SOUTHWEST REGION			
States/Territories	Truckloads	Pounds	NLT Delivery Date
Arkansas, Louisiana, New Mexico, Oklahoma, Texas	2	80,000.00	7/31/2011
	1	40,000.00	8/15/2011
	4	160,000.00	8/31/2011
	14	560,000.00	9/15/2011
	3	120,000.00	9/30/2011
	4	160,000.00	10/31/2011
	2	80,000.00	11/15/2011
	2	80,000.00	1/15/2012
	1	40,000.00	2/15/2012
	5	200,000.00	2/29/2012
	1	40,000.00	3/31/2012
TOTAL	39	1,560,000.00	

WESTERN REGION			
States/Territories	Truckloads	Pounds	NLT Delivery Date
Arizona, California, Hawaii, Idaho, Nevada, Oregon, Washington	3	120,000.00	7/15/2011
	1	40,000.00	7/31/2011
	3	120,000.00	8/15/2011
	4	160,000.00	8/31/2011
	4	160,000.00	9/15/2011
	4	160,000.00	9/30/2011
	5	200,000.00	10/15/2011
	7	280,000.00	10/31/2011
	2	80,000.00	1/15/2012
	4	160,000.00	2/29/2012
	TOTAL	37	1,480,000.00

**EXHIBIT 3 - QUALIFICATION REQUIREMENTS FOR PROSPECTIVE CONTRACTORS
SELLING COMMODITIES TO USDA
APRIL 2012**

I. Introduction

The United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS) procures various products for school lunch and other domestic food nutrition programs.

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

The Contracting Officer will review the application package and determine if a prospective contractor can be added to the Qualified Bidders List. Access to the Web-Based Supply Chain Management (WBSCM) system for submission of offers (bids) shall be granted only to Qualified Bidders.

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

A prospective contractor may submit its application package at any time and will be notified whether requirements have been satisfied and approval to bid is granted. A prospective contractor that is a small business concern may be referred to the Small Business Administration (SBA) for a Certificate of Competency, if deemed necessary by the Contracting Officer.

II. Administrative Requirements

- A. Each prospective contractor shall register in the **Central Contractor Registration (CCR) system** at www.ccr.gov. The CCR requires a one-time business registration with mandatory annual updates. The CCR allows a prospective contractor to control the accuracy of its own business information. There is no fee to register in CCR.

The data from registrations will be used for procurement and payment purposes. It is the responsibility of the contractor to maintain current CCR registration. Expired CCR registration will prohibit a contractor's ability to enter an offer into the Web-Based Supply Chain Management (WBSCM) system.

NOTE: When registering in CCR, a contractor must assure that the option to "hide" registration from public view is not activated. Checking this box bars WBSCM from accessing the record, and will prohibit a contractor from entering an offer in WBSCM.

- B. Each prospective contractor shall complete the **Online Representation and Certifications Application (ORCA)** at <https://www.orca.bpn.gov>. CCR registration must be completed before ORCA registration can be completed. Each prospective contractor is required to update its representations and certifications submitted through the ORCA as necessary, but at least annually, to ensure they are kept current, accurate, and complete.

The ORCA registration is valid for one year from date of submission or update of the record. As with CCR registration, it is the responsibility of the contractor to maintain current ORCA registration.

- C. Each prospective contractor shall submit the **WBSCM Vendor Registration Form**, available at the website referenced above, as part of the application package. This form grants a prospective contractor limited access to the Web-Based Supply Chain Management System (WBSCM), but does not permit the applicant to submit offers/bids on USDA solicitations. Access to offer entry in WBSCM is reserved for qualified vendors only.
- D. A prospective contractor who is a certified small disadvantaged business (SDB), 8(a), and/or HUBZone, but is not certified in the CCR as such, must submit copy of applicable **SBA certificate**.

III. Capability Requirements

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

- A. A written submission on company letterhead authenticating the exact legal name and including the following:
1. A list of all products the prospective contractor is interested in providing.
 2. A description of historical business experience including the number of years it has sold these or similar products in the commercial marketplace or to governmental organizations.
 3. Any additional pertinent information regarding a prospective contractor's capabilities, such as, but not limited to, a satisfactory record of integrity and business ethics, and verification that it is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- B. Three reference letters from customers the prospective contractor has sold similar products to (on letterhead with signatures).
- C. In accordance with 13 CFR 121.406, a prospective contractor that is a non-manufacturer must be engaged in the wholesale or retail trade and sell the items being offered to the general public.

1. The non-manufacturer must provide a copy of the written agreement in effect between itself and the subcontractor(s) (manufacturer), to certify compliance with federal regulatory requirements and applicable AMS solicitation requirements. The agreement must be on company letterhead and must be signed by both parties.
2. In addition, non-manufacturers must provide a complaint and dispute resolution proposal for rejected or defective products.

IV. Financial Responsibility

Financial responsibility determination will be made prior to award.

- A. Prospective contractors must provide their **Dun and Bradstreet (D&B) number (DUNS number)**. In order to facilitate the responsibility determination, AMS will request and evaluate Dun and Bradstreet's business analysis reports for each prospective contractor.
- B. It is highly recommended that each prospective or qualified contractor submit its audit or review level financial statement to D&B as this information impacts the D&B reports.
 1. The D&B web address is: <https://eupdate.dnb.com/default.asp?cmid=IOG200047>.
 2. The financial statement submitted to D&B should be no more than 16 months old.
- C. Prospective contractors must provide its latest complete comparative financial statement.
 1. The financial statement must be prepared in accordance with generally accepted accounting principles and be audited or reviewed by an independent certified public accountant in accordance with standards established by the American Institute of Certified Public Accountants.
 2. At a minimum, the statement should include a balance sheet, profit and loss statement, statement of cash flows, statement of retained earnings and any notes to the financial statement.
 3. For partnerships, the last fiscal year end or current financial statement of the partnership and the personal financial statement of each partner will be required.
 4. For individuals, financial statements that include all of his/her personal and business assets and liabilities will be required.

- D. A prospective contractor shall demonstrate that it has adequate financial resources to perform the contract or the ability to obtain them as required by FAR part 9.104-3(a), including the availability of necessary working capital and satisfactory credit. This may include, but is not limited to, the financial protection against losses as set forth in FAR part 28.

Firms that are veteran-owned or service-disabled veteran-owned businesses (SDVOSB), and those certified under the U.S. Small Business Administration's 8(a) program, must provide insurance or line of credit equal to or above the project contract award total (FAR part 28).

- E. The D&B business analysis report will be reviewed on an annual basis to determine a qualified contractor's continued eligibility to receive an award. Every January 1st, each qualified contractor must submit its current audit or review level financial statements to D&B. In addition, a qualified contractor must notify its Contracting Officer when the financial information has been submitted to D&B.
- F. Failure to submit the required financial information to D&B and/or the Contracting Officer may result in the Contracting Officer making a non-responsibility determination.

V. Food Defense Requirements

All qualified contractors and subcontractors must have a documented and operational food defense plan that provides for the security of a plant's production processes and includes the storage and transportation of pre-production raw materials and other ingredients and post-production finished products. The plan shall address the following areas, where applicable:

(1) food defense plan management; (2) outside and inside security of the production and storage facilities; (3) slaughter and processing, including all raw material sources; (4) controlled access to production and storage areas; (5) storage; (6) water and ice supply; (7) mail handling; (8) personnel security; and (9) transportation, shipping, and receiving (includes the sealing of any transport conveyance for truck lot and less-than-truck lot quantities of finished product).

- A. The food defense plans are audited by AMS. Any nonconformance identified must be addressed in writing to both the Contracting Officer and Auditor within 14 calendar days of the audit. Contact the appropriate AMS Audit and Accreditation Programs for information on food defense audit services. Contacts for each commodity area are found on the AMS website at www.ams.usda.gov/isaap under "Contact Us."
- B. For meat, fish, poultry, and egg products, reference the Food Safety and Inspection Service (FSIS) "Security Guidelines for Food Processors" at the following website: <http://www.fsis.usda.gov/OA/topics/SecurityGuide.pdf>. Information for the transportation and distribution of meat, poultry, and egg products is found at the following website: <http://www.fsis.usda.gov/oa/topics/transportguide.htm>.
- C. For fruits, vegetables, shell eggs, and other food products regulated by the Food and Drug Administration (FDA), reference FDA's "Food Producers, Processors, and Transporters: Food Security Preventive Measures Guidance" dated October, 2007 at the following website: <http://www.fda.gov/Food/FoodDefense/FoodSecurity/default.htm>.

VI. Pre-Award Plant Surveys

- A. After receiving the qualification information, a pre-award plant survey or capability assessment will be conducted to verify that a prospective contractor meets AMS qualification requirements. The pre-award survey/assessment will be conducted by the applicable AMS Program—Poultry Programs, Livestock and Seed, or Fruit and Vegetables—to evaluate technical, production, and transportation capabilities, and quality assurance and production control procedures of the vendor.
- B. Specific pre-award plant survey/assessment requirements are referenced in the Supplement and/or Commodity Specification(s) applicable to the commodities the prospective vendor is interested in supplying. These documents can be found on the Commodity Purchasing website at www.ams.usda.gov/commoditypurchasing. For more information, contact the Commodity Procurement Division at 202-720-7693.

VII. Contractor Approval

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

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

The application package must be sealed and marked **CONFIDENTIAL**, and submitted to the following address:

USDA/AMS Commodity Procurement Division
1400 Independence Avenue, SW
Room 3932-S, Mail Stop 0256
Washington, DC 20250-0256

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.

Exhibit I

Use the following checklist to assist in completion of the application package. Questions regarding vendor qualifications and approval should be directed to the Commodity Procurement Division at 202-720-7693.

<ul style="list-style-type: none"> • Central Contractor Registration (CCR). www.ccr.gov 	
<ul style="list-style-type: none"> • Online Representations and Certifications Application (ORCA). https://www.orca.bpn.gov 	
<ul style="list-style-type: none"> • Business Status. As indicated in the Central Contractor Registration System, 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 business 	
<ul style="list-style-type: none"> • HUBZone business 	
<ul style="list-style-type: none"> • 8(a) 	
<ul style="list-style-type: none"> • SBA certification, if applicable 	
<ul style="list-style-type: none"> • 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 	
<ul style="list-style-type: none"> • Non-manufacturer. The following requirements also apply: 	
<ul style="list-style-type: none"> ○ Letter from manufacturer/supplier stating it is willing to provide product that meets the commodity specifications 	
<ul style="list-style-type: none"> ○ Complaint and dispute resolution proposal 	
<ul style="list-style-type: none"> • Most current Dun and Bradstreet Report 	
<ul style="list-style-type: none"> • Most current audited financial statement 	

EXHIBIT 4 - 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 5 - WBSCM MINIMUM SYSTEM REQUIREMENTS

	Minimum Requirement	Notes:
Hardware		
Processor	800MHz +	
Memory	512 MG +	
Hard Disk Drive	110 MB +	
Monitor Resolution	1024 x 768 16K colors or better	
Software		
Operating System	Microsoft Windows XP, Microsoft Windows 2000, or Microsoft Windows Vista	
Web Browser	Microsoft Internet Explorer 6.0 - Service Pack 2 or Microsoft Internet Explorer 7.0	WBSCM is not compatible with Internet Explorer 8.0. Uninstall Internet Explorer 8 or run Internet Explorer in IE7 compatibility mode.
Adobe Flasher Player	Adobe Flash Player 8.0 or higher	Only needed for viewing uPerform simulations.
Additional Desktop Integration Software	Microsoft Office (MS-Word, MS-Excel); Adobe Acrobat Reader	Required for viewing documents attached to WBSCM transactions.
Additional Software for Records Management	Internet Explorer web browser SAP Plug-in	This software will only be applicable to USAID, USDA, and Freight Forwarder staff and supports only Internet Explorer 6 and 7 browsers.
Additional Software for Procurement	Java Runtime Environment 1.4.2 or higher	This software will only be applicable to USAID, USDA users of Procurement transactions.

Notes:

- Records Management requires the SAP Plug-ins which only supports Internet Explorer 6 and 7. Other browsers (Firefox 2.0) do not support Records Management.
- For users who currently have Internet Explorer 8.0, the SAP Portal is not compatible with this version and you are advised to uninstall it and install Internet Explorer 7.0, or run Internet Explorer in IE7 compatibility mode.
- Due to the Records Management requirement, Mac users can use their Macs to access WBSCM by visiting an Apple store to install Windows as a second operating system.
- Sun JRE version 1.4.2 or higher is only needed by Internal users who execute the following Procurement transactions which have approver workflows:
 - Process Bid Invitation
 - Process Contract
 - Process Purchase Order

WBSCM Internet Explorer 7 (IE7) Compatibility Mode

Purpose: WBSCM is not compatible with Internet Explorer 8.0. To run WBSCM, uninstall Internet Explorer 8 or follow the steps in option 1 or option 2 below to run Internet Explorer in IE7 compatibility mode.

Internet Explorer Compatibility Mode Settings – Option 1

- Open Internet Explorer.
- Navigate to the WBSCM URL <https://portal.wbscm.usda.gov>
- Authenticate with USDA eAuthentication to arrive at the WBSCM portal home page
- Browser header bar should have the compatibility mode button toggled off, as below

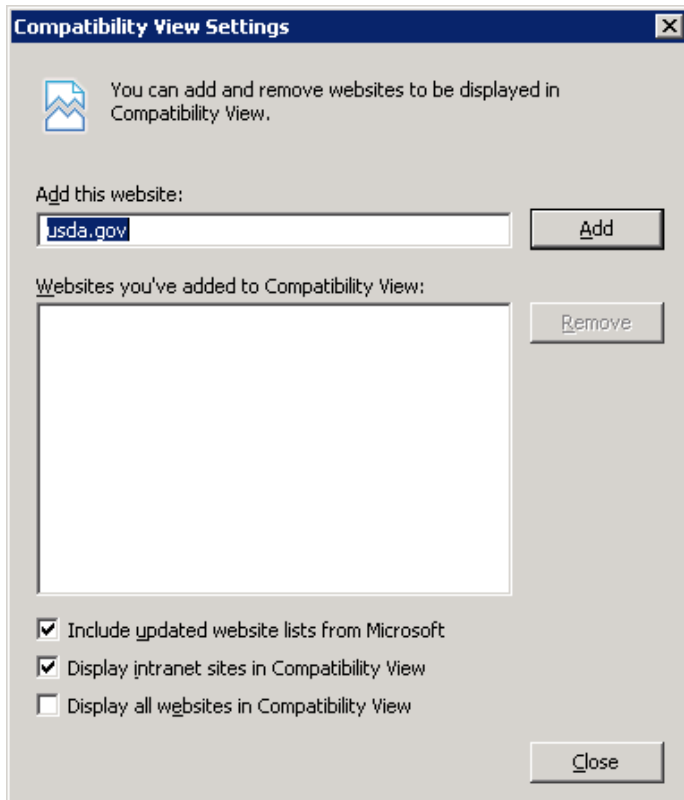


- Click the compatibility mode button in the address bar to enable IE7 compatibility mode. The compatibility mode button should switch state.

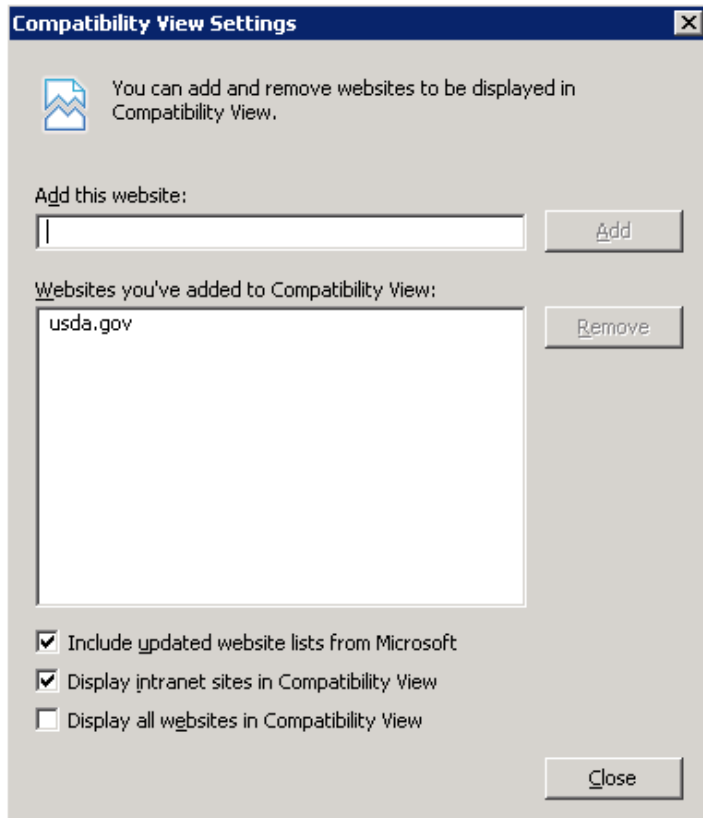


Internet Explorer Compatibility Mode Settings – Option 2

- Open Internet Explorer.
- Select *Compatibility View Settings* from the *Tools* menu.



In the *Add this website* text box type *usda.gov* and click **Add**.



- Click **Close**.
- All *USDA.gov* will now appear in IE7 compatibility mode.



E) SOLICITATION PROVISIONS

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

Offers will be evaluated under three proposal parts: Part 1 – Technical Compliance, Part 2 – Management and Workforce Practices and Policies, and Part 3 – Price.

Proposal Part 1 – Technical Compliance

The offeror is not required to submit proposal Part 1 – Technical Compliance. Technical Compliance will be determined by AMS through verification that: 1) the offeror has complied with the qualification requirements (See Exhibit 3 – Qualification Requirements for Prospective Contractors Selling Commodities to USDA – March 2011); and 2) that 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).

The offeror shall submit the following two proposal parts: Part 2 – Management and Workforce Practices and Policies, and Part 3 – Price. The format for each proposal part is described below.

Proposal Part 2 – 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 3 – Price

Offerors shall provide a price proposal that consists of:

1. A complete and signed copy of Form SF1449 (See Section A)
2. A Proposed Product Price Schedule (See Section B)

Offerors must propose prices for all states within each region that they are interested in supplying and may limit the number of regions awarded to them by uploading a constraints document in PDF format to WBSCM.

Offerors shall propose an *offer price* inclusive of all costs associated with the manufacture and transportation of individually frozen ready to cook turkey roasts to the identified delivery points for the base and option periods. The price shall be expressed on a per-pound basis, rounded to the fourth decimal place.

The *final price* per pound to be paid to the contractor for each purchase unit when placing delivery orders will be determined by adding a *base price* to the *offer price*.

The *base price* is intended to reflect the approximate value of the turkey contained as ingredients in the finished product. AMS will determine the base price using a 58:42 composite of the most current Fresh Tom Boneless/Skinless Breasts Weekly Weighted Average

Price and the most current Fresh Thigh Meat Weekly Weighted Average Price (NW_PY029) published by the USDA Poultry Market News just prior to issuance of each delivery order. Delivery orders will be issued 30 to 40 calendar days prior to the half-month period in which the delivery must be made.

QUESTIONS regarding this RFP are due on or before 01:00 pm Central Time, on Monday, 04/23/12 via email, to Keven.Valentin@ams.usda.gov with “Questions concerning Solicitation 2000000975, Ready-to-Cook Turkey Roasts” 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, 05/1/12.

SUBMISSION OF OFFERS:

Offers shall include the proposal parts identified above and structured as Part 2 and Part 3 with sufficient information to evaluate offerors capability to deliver, and a signed copy of any Solicitation Amendments issued. The required subcontracting plan shall be submitted by large firms within 30 days of contract award.

The following procedures establish the acceptable minimum requirements for the format and content of the proposal:

- 1.) Proposal part 2, Management and Workforce Practices and Policies, uploaded using PDF format into WBSCM
- 2.) Proposal part 3, Price, pricing must be entered directly into WBSCM
- 3.) Proposal part 3, Price, any applicable constraints must be uploaded into WBSCM as a separate PDF document.

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 made available electronically through the commodity procurement website at <http://www.ams.usda.gov/commoditypurchasing>, and the PCA report is 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 – Technical Compliance

The offeror is not required to submit proposal Part 1 – Technical Compliance. Technical Compliance will be determined by AMS through verification that: 1) the offeror has complied with the qualification requirements (See Exhibit 3 – Qualification Requirements for Prospective Contractors Selling Commodities to USDA – March 2011); and 2) that 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).

Proposal Part 2: Management and Workforce Practices and Policies

Factor 1 Management Approach – Offeror’s comprehensive management approach will be used to evaluate its ability to satisfy the Government’s requirements under contracts awarded from this solicitation. Management approach includes organizational structure, lines of authority, staffing plan, subcontracting plan (if applicable), strategic supplier plan (if applicable), and implementation plan for the contract.

Sub-factor 1A Management – Describe, in detail, management strategies and control procedures to be used in achieving performance under the contract, including the management of any subcontractors. Describe strategies to manage risk, including risk associated with scheduled and unplanned downtime. Provide an organization chart showing reporting relationships within the management structure and relationships with any subcontractors. Explain how this organization structure will ensure that supplies tendered by the Contractor meet contract requirements. Contractor shall provide any standard forms to be used for tracking and reporting on performance under this contract (e.g., product quality, packaging quality, delivery performance, and key personnel).

Sub-factor 1B Implementation Approach – Offeror shall describe the procedures and timelines to perform work under this contract, including management support and participation in implementation. Include estimates of time needed for various levels of contractor and subcontractor staff to become proficient at fulfilling the requirements.

Factor 2 Workforce Practices and Policies – Offeror’s workforce management strategies will be used to evaluate its ability to develop and maintain a safe, effective, and diverse workforce, and shall include written policies and procedures for the recruitment, retention and development of such a workforce. Offeror shall describe such policies and procedures in detail, and include information such as: hiring policies at various organizational levels; EEO best practices; employee orientation, training, and development; and periodic health and safety training. If applicable, offeror shall describe requirements and steps taken to verify such practices in subcontracts. Offer shall supplement information on these policies and practices with corporate reports, historical figures, or other metrics to support their effectiveness.

Proposal Part 3: Price

Price will be evaluated based on the lowest *offer price* technically acceptable.

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

- 1) Technical Compliance
- 2) Management and Workforce Practices and Policies
- 3) Price

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

Basis for Award: The Government may make award without discussions; therefore, the offeror’s initial offer should contain their best pricing. Award will be based on the lowest evaluated price of proposal meeting or exceeding the acceptability standards for non-cost factors. Please note that all offers which fail to furnish required representations and certifications or past performance 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 COMPLIANCE	
Acceptable	The offeror has complied with all the qualification requirements, and the contractor has completed all WBSCM (Web Based Supply Chain Management) requirements and is a current user of WBSCM.
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		
Factor 1	Acceptable	The offeror's management approach addressed the details listed in sub-factors 1A and 1B.
	Not Acceptable	The offeror's management approach did not address the details listed in sub-factors 1A and 1B.
Factor 2	Acceptable	The offeror's workforce practices and policies address workforce health and safety, recruitment, development and retention, and diversity.
	Not Acceptable	The offeror's management approach does not address the requirements of Factor 2 (workforce health and safety, recruitment, development and retention, and diversity).

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 Central Contractor Registration (CCR) database (see FAR 4.1102). Prospective contractors shall update the representations and certifications submitted to ORCA 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 ORCA.