

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

1. REQUISITION NUMBER

PAGE 1 OF 9

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
2000003206

6. SOLICITATION ISSUE DATE
02/27/2015

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
David M. Munford, Contract Specialist

b. TELEPHONE NUMBER (No collect calls)
202-260-9183

8. OFFER DUE DATE/ LOCAL TIME
03/16/15, 01:00 pm Central Time

9. ISSUED BY

CODE

United States Department of Agriculture
 Agricultural Marketing Service, Commodity Procurement Staff
 1400 Independence Avenue, SW
 Room 3522-S, STOP 0239
 Washington, DC 20250-023

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: 311421 BUSINESS SIZE STANDARD: 500 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

12. DISCOUNT TERMS

SEE SCHEDULE

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(5)(c)

16. ADMINISTERED BY

CODE

See Block 9

17a. CONTRACTOR/OFFEROR

CODE

FACILITY CODE

18a. PAYMENT WILL BE MADE BY

CODE

TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED



SEE Master Solicitation, Section X (attached)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Product: 110473 BROCCOLI FRZ CTN - 30 LB Contract Type: Indefinite Delivery, Indefinite Quantity (IDIQ), Firm Fixed Price (FFP) Period of Performance: Date of Award through January 31, 2016 See Schedule on the following pages.				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

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

ARE ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
 PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
 Prescribed by GSA - FAR (48 CFR) 53.212

David M. Munford, Contracting Officer

Proposal Submission Checklist

SF 1449:

_____ Fill in Block 17a (Contractor Information; Code and Facility Code not required)

_____ Sign in Block 30a, print name in Block 30b, and date in Block 30c

_____ Upload in PDF format into WBSCM

Provide acknowledgement of any/all amendments (SF-30)

_____ Fill in Block 8 (Contractor Information)

_____ Print name in Block 15a, sign in Block 15b, and date in Block 15c

_____ Upload in PDF format into WBSCM

Submit Prices and Constraints which are to be entered in WBSCM

Please verify that you have included the above specified requirements for a complete proposal submission. Failure to include the above specified requirements may deem the offeror non-responsive. If you have any question regarding the specified requirements please refer to the solicitation or contact the contract specialist identified in block 7a and 7b of the SF1449 (first page) of this solicitation

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B) SCHEDULE

1) Contract Line Item Numbers (CLINS) *

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
PRODUCT: 110473 BROCCOLI FRZ CTN-30 LB					
PERIOD OF PERFORMANCE: Date of Award to 1/31/2016					
1	Delivered to Alabama	7,938	CS		
2	Delivered to Arizona	2,268	CS		
3	Delivered to Arkansas	4,536	CS		
4	Delivered to California, including FAS ports	5,670	CS		
5	Delivered to Colorado	1,704	CS		
6	Delivered to Connecticut	1,134	CS		
7	Delivered to Delaware		CS		
8	Delivered to District of Columbia				
9	Delivered to Florida, including FAS ports	9,397	CS		
10	Delivered to Georgia	16,685	CS		
11	Delivered to Idaho	2,268	CS		
12	Delivered to Illinois	3,402	CS		
13	Delivered to Indiana	9,072	CS		
14	Delivered to Iowa	2,268	CS		
15	Delivered to Kansas		CS		
16	Delivered to Kentucky	3,692	CS		
17	Delivered to Louisiana	4,536	CS		
18	Delivered to Maine	7,938	CS		
19	Delivered to Maryland	1,134	CS		
20	Delivered to Massachusetts	7,938	CS		
21	Delivered to Michigan	5,671	CS		
22	Delivered to Minnesota	4,536	CS		
23	Delivered to Mississippi		CS		
24	Delivered to Missouri	4,536	CS		
25	Delivered to Montana	4,536	CS		
26	Delivered to Nebraska		CS		
27	Delivered to Nevada		CS		
28	Delivered to New Hampshire		CS		
29	Delivered to New Jersey	10,206	CS		
30	Delivered to New Mexico	564	CS		
31	Delivered to New York	4,286	CS		

32	Delivered to North Carolina	14,742	CS		
33	Delivered to North Dakota		CS		
34	Delivered to Ohio	6,803	CS		
35	Delivered to Oklahoma	2,268	CS		
36	Delivered to Oregon	1,134	CS		
37	Delivered to Pennsylvania	12,474	CS		
38	Delivered to Rhode Island		CS		
39	Delivered to South Carolina	6,804	CS		
40	Delivered to South Dakota		CS		
41	Delivered to Tennessee	4,340	CS		
42	Delivered to Texas	13,608	CS		
43	Delivered to Utah	2,268	CS		
44	Delivered to Vermont	250	CS		
45	Delivered to Virginia	4,108	CS		
46	Delivered to Washington, including FAS ports	3,402	CS		
47	Delivered to West Virginia	3,402	CS		
48	Delivered to Wisconsin	9,072	CS		
49	Delivered to Wyoming				
Total NTE		204,974	CS	\$0.00	

Constraints:

Number of trucks per 2-week delivery period:		TRK
Maximum Capacity (total number of trucks for contract term):		TRK

* * AMS may place delivery orders to any of the destinations listed in the above Schedule, including those without a quantity indicated. The quantity ordered under the resulting contracts will not exceed the Total NTE quantity identified in the Schedule. Bidders are required to submit a price for all solicitation line items.

- 1) The quantities entered in the above Schedule were established using historical ordering patterns for the months of September 2014 through January 2015. These quantities will be used by AMS as the benchmark against which all offeror's pricing will be evaluated.
- 2) The NTE value of awarded contracts will be established using the Total NTE case quantity listed in the Schedule multiplied by the highest Unit Price of the CLINS awarded. The Government reserves the right to award one or more contracts under this solicitation.

- 3) The following USDA Commodity Specifications are applicable to identified materials for this contract: Commodity Specification for Frozen Vegetables, dated June 2014, as amended:

<http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRDC5108337>

- 4) **ALL OFFERORS MUST BE QUALIFIED PRIOR TO AWARD AND SUBMISSION OF ANY DELIVERABLES UNDER THIS CONTRACT.**

Information concerning qualification requirements can be obtained from the source identified in Section C under FAR 52.209-1, Qualification Requirements.

- 5) Delivery shall be:
 - a) FOB Destination;
 - b) Inclusive of all transportation costs, including multiple stops;
 - c) In accordance with a delivery order issued as a Purchase Order (PO). The PO will specify the half-month period in which delivery must be made. This half-month period will be between the first and fifteenth of the month or the sixteenth to the end of the month. The POs issued are for informational purposes only and do not represent an additional order. Also, the Contractor shall provide an advance ship notice in compliance with the included "Shipment and Delivery" section.
- 6) When delivery instructions state that the contractor's commodity is to be trans-loaded at load port into a 40' Ocean Container, the contractor is required to configure the commodity being shipped on no more than 20 pallets. If the contractor is shipping in a trailer larger than 40', they are also required to meet the aforementioned configuration requirement. If the contractor fails to follow these instructions, any damage or charges incurred will be at the contractor's expense, no exceptions. This includes damage due to improper blocking or bracing during transit and charges for re-stacking/re-configuration of pallets.
- 7) Some ports may charge wharfage fees. Offerors are responsible for researching and paying all costs associated with transportation fees including wharfage fees.
- 8) Period of Performance: The period of performance under this contract is the period during which delivery orders may be issued. The period of performance is from the date of contract award to January 31, 2016.
- 9) Place of Acceptance: Final acceptance of the product shall be at the destination specified in each delivery order issued.
- 10) The Guaranteed Minimum (G. Min.) dollar value under this contract will be equivalent to 1,134 cases (one truckload) of product at the lowest awarded price. The Not-to-Exceed Maximum (NTE Max) dollar value under this contract will be equivalent to the NTE case amount at the highest awarded price. The Government does not guarantee that any product in excess of the guaranteed minimum indicated will be ordered under this contract.

- 11) Questions regarding this Solicitation are due on or before 2:00 p.m. Central Time on Monday, March 9, 2015, via email to David.Munford@ams.usda.gov. 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.
- 12) Industry Conference Call regarding this Solicitation will be at 1:00 p.m. Central Time, on Tuesday, March 10, 2015. The conference call will include an overview of the Solicitation and provide answers to previously submitted questions. The call in number is 1-888-844-9904 and the Access Code is 1693356#.
- 13) Questions regarding this solicitation/contract will only be addressed in writing via email to: David.Munford@ams.usda.gov

C) CONTRACT CLAUSES –

- 1) This Solicitation is governed by the AMS Master Solicitation for Commodity Procurements dated April 2014. The Master Solicitation is included and made part of this solicitation and is located at: www.ams.usda.gov/commidtypurchasing.

2) **FAR 52.211-16 Variation in Quantity (APR 1984)**

The permissible variation shall be limited to:

- 0 Percent Increase
- 0 Percent Decrease

3) **FAR 52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders/purchase orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through Jan. 31, 2016.
- (b) All delivery orders/purchase orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or be electronic commerce methods only if authorized in the Schedule.

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

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **1 Truckload (1,134 cs) per half-month delivery period**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **the amount indicated on the contractor's 2-week delivery period constraints schedule**;

(2) Any order for a combination of items in excess of **the amount indicated on the contractor's 2-week delivery period constraints schedule**; or

(3) A series of orders from the same ordering office within **15** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulations (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **3** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

Note: All delivery orders will be in truckload units of 1,134 cases per truckload. Some trucks may require one to three stops.

5) 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.

(c) 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 **45 days following the end of the effective period of this contract.**

D) CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

EXHIBIT 1 – SEPTEMBER 2014 TO JANUARY 2015 ORDERS

See attached historical spreadsheet titled Exhibit 1 – September 2014 to January 2015 Orders

E) PRICE EVALUATION

AMS will use the lowest prices offered per state to determine the quantity each Offeror will be awarded. The quantity of each material awarded to offerors will be based on the prior year's demand and the offeror's constraints (percentage of total NTE case quantity awarded under this solicitation will correlate to the percentage of material that shipped to each destination listed in the Schedule, during the period September 2014 to January 2015) Each award will include a price schedule consisting of all prices submitted by the awardee, to be used if AMS requires product during a delivery period and the low-price awardee's constraints preclude ordering from their IDIQ contract.

Offerors may propose to supply products from multiple plants. However, each plant will be considered as a separate proposal for price evaluation purposes. For each plant proposed, offerors must enter a delivered price for every State and must enter a value for both constraints in WBSCM and the attached Microsoft Excel schedule (spreadsheet).

Pricing shall be the same for all delivery points within each state and shall be inclusive of all delivery charges, including multiple stops. Trucks may have from one to three delivery stops.