

## **Fresh Fruit and Vegetable Pilot Request for Information**

The Agricultural Marketing Service (AMS) is launching a pilot program for the purchase of fresh produce for domestic food nutrition assistance programs.

The pilot will be conducted in Michigan and Florida, and will test a new method for purchasing and delivering fresh fruits and vegetables directly to schools and other nutrition program recipients in useable quantities. The pilot program will enable schools to use entitlement funding for fresh produce, using commercial distribution models that are already in place, while also taking advantage of local purchasing systems already occurring in schools. Under the pilot program, offerors may propose fresh fruit and vegetable products and related products in the following six categories: apples, blueberries, grapes, oranges, carrots, and lettuce. The delivery periods shall run from January to December, 2012.

This request for information is being issued to solicit comments from the public and industry concerning the pilot program. Information gathered will be used to develop a final request for proposal, which will be released in late November 2011.

Please submit all comments concerning this request for information via email to [james.sprandel@ams.usda.gov](mailto:james.sprandel@ams.usda.gov). A conference call will be scheduled the week of November 14, 2011 to discuss comments received.

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

1. REQUISITION NUMBER PAGE 1 OF 51

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NUMBER 5. SOLICITATION NUMBER  
 XXXX 6. SOLICITATION ISSUE DATE  
 XX/XX/XX

7. FOR SOLICITATION INFORMATION CALL: a. NAME James D. Sprandel, Contract Specialist b. TELEPHONE NUMBER (No collect calls) 202-720-9191 8. OFFER DUE DATE/ LOCAL TIME XX/XX/XX, 01:00 pm CT

9. ISSUED BY CODE United States Department of Agriculture (USDA)  
 Agricultural Marketing Service (AMS)  
 Attn: James D. Sprandel, Contract Specialist  
 Contracting Branch – Room 3526B  
 1400 Independence Ave SW, STOP 0239  
 DC Washington, 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.9

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 ADDENDUM (see paragraph D(10)(e))

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Product: Fresh Fruits and Vegetables (FF&V)  Contract Type: Firm-Fixed-Price (FFP) with Economic Price Adjustment (EPA) Indefinite Delivery/Indefinite Quantity (IDIQ) Type Contract.  (See Continuation Sheets)  (Use Reverse and/or Attach Additional Sheets as Necessary)				

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

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE ATTACHED  ARE NOT ATTACHED  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE ATTACHED  ARE NOT ATTACHED

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  
 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>CONTINUATION SHEET</b>	REFERENCE NUMBER OF DOCUMENT BEING CONTINUED	PAGES
	RFP XXXXXXXXXXXX	OF
NAME OF OFFEROR OR CONTRACTOR		

**Contract:** USDA/AMS Fresh Fruits and Vegetables  
**Product:** Blueberry Products  
**Delivery Period:** 01/01/12 – 12/31/12

ITEM NO.	PRODUCT DESCRIPTION	UNIT OF ISSUE	UNIT PRICE
0002A			
0002B			
0002C			
0002D			
0002E			
0002F			
0002G			
0002H			
0002I			
0002J			
0002K			
0002L			
0002M			
0002N			
0002O			
0002P			
0002Q			
0002R			
0002S			
0002T			
0002U			
0002V			
0002W			
0002X			
0002Y			
0002Z			



<b>CONTINUATION SHEET</b>	REFERENCE NUMBER OF DOCUMENT BEING CONTINUED RFP XXXXXXXXXXX	PAGES OF
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NAME OF OFFEROR OR CONTRACTOR

**Contract:**            **USDA/AMS Fresh Fruits and Vegetables**  
**Product:**           **Orange Products**  
**Delivery Period:**   **01/01/12 – 12/31/12**

ITEM NO.	PRODUCT DESCRIPTION	UNIT OF ISSUE	UNIT PRICE
0004A			
0004B			
0004C			
0004D			
0004E			
0004F			
0004G			
0004H			
0004I			
0004J			
0004K			
0004L			
0004M			
0004N			
0004O			
0004P			
0004Q			
0004R			
0004S			
0004T			
0004U			
0004V			
0004W			
0004X			
0004Y			
0004Z			





<b>CONTINUATION SHEET</b>	REFERENCE NUMBER OF DOCUMENT BEING CONTINUED	PAGES
	RFP XXXXXXXXXX	OF

NAME OF OFFEROR OR CONTRACTOR

**Contract:**            **USDA/AMS Fresh Fruits and Vegetables**  
**Product:**           **Lettuce Products**  
**Delivery Period:** **01/01/12 – 12/31/12**

ITEM NO.	PRODUCT DESCRIPTION	UNIT OF ISSUE	UNIT PRICE
0006A			
0006B			
0006C			
0006D			
0006E			
0006F			
0006G			
0006H			
0006I			
0006J			
0006K			
0006L			
0006M			
0006N			
0006O			
0006P			
0006Q			
0006R			
0006S			
0006T			
0006U			
0006V			
0006W			
0006X			
0006Y			
0006Z			

B) **SCHEDULE**

- 1) See **Exhibit 1 – Statement of Work** for a description of this requirement.
- 2) **ALL OFFERORS MUST BE QUALIFIED PRIOR TO AWARD OF THIS CONTRACT AND ANY APPLICABLE DELIVERY ORDERS.** Information concerning qualification requirements can be obtained from **Exhibit 3 – “Qualification Requirements for Prospective Contractors Selling Commodities to USDA.”**
- 3) All offerors shall complete the appropriate Continuation Sheet(s) for each category of Fresh Fruits and Vegetables (FF&V) proposed. All prices shall be origin prices that are rounded to two places to the right of the decimal point. All prices offered shall be the same as or better than the market prices offered by the offeror to the general public. Offerors may propose fresh fruit and vegetable products and related products in the following six categories: apples, blueberries, grapes, oranges, carrots, and lettuce. For example, cut fresh apple slices in a single serving cello pack would be an apple-related product.
- 4) **Economic Price Adjustments**

The offeror’s proposed price shall be the established market price for each item specified that the contractor sells in substantial quantities to the general public on the 15<sup>th</sup> day of the month. If the Contractor’s established price is increased or decreased after the contract date, the corresponding contract unit price shall be increased or decreased, upon the Contractor’s written request to the Contracting Officer, by the same percentage that the established price is increased or decreased, and the contract will be modified accordingly.

The contract price may be increased or decreased only once per month. The Contractor shall notify the Contracting Officer, in writing, of each increase or decrease in any applicable established price by the 15<sup>th</sup> day of each month. Increases and decreases will be effective on the 15<sup>th</sup> day of each month and shall apply only to orders placed on or after the 15<sup>th</sup> day of the month.

The contractor shall include information in its proposal concerning the contractor’s procedures for publishing market prices to the general public, and any instructions necessary for the Government to verify the validity of those prices.

The aggregate of the increases in any contract unit price shall not exceed 30% of the original contract unit price.

- 5) All contracts awarded shall be Indefinite Delivery / Indefinite Quantity (IDIQ) contracts, and each individual delivery order under any resulting IDIQ contract shall be placed only by an authorized representative of one of the school systems, cooperatives, or consortiums identified in **Exhibit 2** for the applicable school system, cooperative, or consortium in accordance with the terms and conditions listed in this document.
- 6) The guaranteed minimum (G. Min) and not to exceed maximum (NTE Max) for each IDIQ contract awarded will be determined based on the constraints in each offeror’s proposal. Also, the minimum and maximum order limitations for each delivery order placed will be determined based on the constraints in each offeror’s proposal.

- 7) Contractors are responsible for marketing their products to each school system, cooperative, or consortium and negotiating any agreements necessary to meet their requirements to become authorized vendors.
- 8) The USDA/AMS shall be responsible for paying for the product delivered to each school system, cooperative, or consortium identified in **Exhibit 2; this payment shall not include transportation costs**. Each school system, cooperative, or consortium ordering product shall be responsible for coordinating and paying for transportation and any additional services to the delivery location specified in their delivery order with each vendor.
- 9) The Government anticipates making multiple awards to supply fresh fruit and vegetable products within the time period specified in section C(4)(a), below.
- 10) Delivery shall be in accordance with the terms and conditions negotiated between each school system, cooperative, or consortium and the contractor.
- 11) Questions regarding this solicitation will only be addressed in writing via email to: james.sprandel@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 52.216-2 Economic Price Adjustment – Standard Supplies (JAN 1997)**

This clause is altered as specified in paragraph B.3, above.

### 4) **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 Exhibit 2. Such orders may be issued from 01/01/12 through 12/31/12.

(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.

### 5) **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 **\$600**, 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 **\$ amount to be determined based on each offerors constraints**;

(2) Any order for a combination of items in excess of **\$ amount to be determined based on each offerors constraints**; or

(3) A series of orders from the same ordering office within **\$ amount to be determined based on each offerors constraints** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

**6) 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 Order Limitations clause. The contractor shall furnish to each school system, cooperative, or consortium, when and if ordered, the supplies or services specified in the Schedule up to and including the value designated in the Schedule as the “maximum.” Each school system, cooperative, or consortium shall order at least the value 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.

**7) 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 business day of the date of filing the protest with the GAO.

**8) 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/or 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 no less than 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, including electronic 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.

## **9) 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 products supplied 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 this 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 and Pre-Award Plant Surveys.**

Facilities used to cut and bag fresh produce are required to undergo an annual Plant Survey and Food Defense System Survey, or Plant Systems Audit (PSA), which must be performed by the USDA, AMS, FV, Processed Products Division (PPD), prior to contract or purchase order award.

Facilities used to cut and bag fresh produce must have a written Hazard Analysis Critical Control Point (HACCP)-based food safety plan in place. The HACCP plan shall include a microbiological testing program for the following: **Total Aerobic (Standard) Plate count (TPC), E.coli, Listeria, Salmonella, and Shigella on the finished packaged**



**product**, and microbiological testing for **TPC, E. coli, and Listeria on the antioxidant solution**. Microbial testing shall be performed on each lot or days production.

**c. Good Agricultural Practices (GAP) and Good Handling Practices (GHP)**

All vendors and/or suppliers providing fresh fruits and vegetables shall undergo a good agricultural practices and good handling practices audit of their operations. The audit must be conducted by the USDA, AMS, Fruit and Vegetable Programs, Fresh Products Division or licensed Federal-State auditors providing services under a cooperative agreement with USDA oversight. The audit conducted may be either the USDA Good Agricultural Practices & Good Handling Practices (GAP&GHP) audit, the Produce GAPs Harmonized Food Safety Audit, or the Tomato Audit Protocol audit, whichever is applicable to the commodity being purchased as determined by USDA. Audits must be performed prior to contractor or purchase order award.

The audit must cover all parts of the operation which are applicable to the commodity being purchased. For example, an apple purchase would require an audit of the orchards, packing house, and storage facilities.

A copy of the three acceptable audit standards is available on the USDA website at [www.ams.usda.gov/gapghp](http://www.ams.usda.gov/gapghp), or from your local USDA or Federal-State inspection office. A listing of USDA and Federal-State inspection offices are also available on the website listed above.

**d. 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. Additional information for new vendors is 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), and 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, the supplier 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.

USDA 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, any of 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 certification (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 Statement of Work (SOW); this Solicitation; the Agriculture Acquisition Regulations (AGAR); and the Federal Acquisition Regulations (FAR).
2. Timely performance: Offerors and any subcontractor [choose from list below] 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.

**e. 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: SOW, Contract, and contractor's proposal.

**f. Invoices and Payment Process**

- 1) Invoices requesting payment must be submitted by the Contractor electronically through WBSCM. Invoices for payment must include an electronic copy of the following documents:
  - i. Contractor's commercial invoice form;
  - ii. The official inspection and checkloading certificate(s), if applicable;
  - iii. The certificate of conformance, if applicable;
  - iv. The signed bill of lading or other commercial receipt signed by recipient agency evidencing delivery date and quantity of product delivered, or destination USDA inspection certificate or report evidencing delivery of product;
  - v. Documentation that confirms that the school was not charged the amount paid by USDA; and
  - vi. Any waivers granted by the Contracting Officer, if applicable.
- 2) Submission of an invoice when all contract terms and conditions have not been satisfied may subject the Contractor to civil and criminal penalties including, but not necessarily limited, to those 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.
- 3) Payment is due as close as possible to, but no later than, 10 business days after receipt of a properly prepared invoice.
- 4) USDA payments must be made directly to a financial banking institution. To receive payments electronically, use Form SF-3881, ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM, which can be obtained via the internet at:  
<http://www.ams.usda.gov/commoditypurchasing>.

**D) CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS:**

## EXHIBIT 1 – STATEMENT OF WORK

### Statement of Work

United States Department of Agriculture (USDA)  
Agricultural Marketing Service (AMS)

#### Fresh Fruit and Vegetable (FF&V) Products

#### **I. Purpose**

The USDA/AMS intends to enter into multiple long-term, indefinite delivery/indefinite quantity (IDIQ) firm-fixed-priced (FFP) with economic price adjustment (EPA) contracts, with commercial firms to supply Fresh Fruit and Vegetable (FF&V) products to USDA-supported schools located in Michigan and Florida in order to offer the school systems, cooperatives, or consortiums within those states an alternative ordering vehicle for these products.

#### **II. Scope**

The resulting contracts will be for the provision of apples, blueberries, grapes, oranges, carrots, and lettuce, and any related products (for example whole apples and sliced apples), listed in the contractor's list of items offered for sale.

#### **III. Work**

- A. The contractor must actively market to the schools listed in Exhibit 2 and AMS will post a list of all vendors eligible to supply products under this program.
- B. The contractor will fulfill fresh fruit and vegetable orders made by each school system, cooperative, or consortium when they are placed.
- C. The contractor will send an invoice to the USDA for the origin price of the fresh fruit and vegetables only if accompanied by proof of delivery.
- D. USDA will pay the contractor for the price of the fresh fruit and vegetables only; transportation and other costs must be paid by the school system, cooperative, or consortium.

**EXHIBIT 2 – SCHOOL SYSTEMS, COOPERATIVES, OR CONSORTIUMS AND  
AUTHORIZED ORDERING OFFICIALS  
for  
FRESH FRUITS & VEGETABLES**

- MI – statewide – 3 consortia and Detroit Public Schools (1 area)
  
- FL (11 areas)
  - Clay County SFS
  - Collier County SFS
  - Hillsborough County SFS
  - Manatee County SFS
  - Miami Dade County SFS
  - Orange County SFS
  - Okeechobee County SFS
  - Palm Beach County SFS
  - Polk County SFS
  - Sarasota County SFS
  - St. Johns County SFS

# EXHIBIT 3 - QUALIFICATION REQUIREMENTS FOR PROSPECTIVE CONTRACTORS SELLING COMMODITIES TO USDA

March 2011

## 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. 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 List. Access to the Web-Based Supply Chain Management (WBSCM) system for submission of offers shall be granted only to Qualified Offerors.

Procurement information, including the current Solicitation, Supplements, information on WBSCM, and historical contract award information that apply to this RFP are located at:  
<http://www.ams.usda.gov/commoditypurchasing>.

Prospective contractors must submit their application package prior to submitting an offer and will be notified whether requirements have been satisfied and approval to submit an offer 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](http://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 **Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form**, available on the AMS Commodity Procurement Division Website at [www.ams.usda.gov/commoditypurchasing](http://www.ams.usda.gov/commoditypurchasing).
- D. 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.
- E. 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 a 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 all of 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 statements submitted to D&B should be no more than 16 months old. If the financial information submitted to D&B is sufficient to evaluate and determine financial responsibility, no further documentation or information will be required from the contractor.
- C. If the financial information available through D&B business analysis reports is not sufficient to complete a satisfactory review of a prospective contractor's financial stability, AMS will request a prospective contractor to submit, prior to offer, 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.
  1. 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 or the latest financial statement will be reviewed on an annual basis to determine a qualified contractor's continued eligibility to receive an award. Every January 1<sup>st</sup>, 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. Contractor Approval**

Upon successful submission and review of the application package materials, the contractor will be added to the Qualified Bidders List, given a WBSCM Corporate Vendor Administrator role and a Vendor offeror role, and be eligible 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 is provided on the next page 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") and other applicable laws, 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.

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.

Central Contractor Registration (CCR).	
Online Representations and Certifications Application (ORCA).	
Business Status. As indicated in the Central Contractor Registration System, business status is one of the following:	
Large business	
Small business	
Small disadvantaged business	
Women-owned business	
Veteran-owned business	
Service-disabled veteran-owned business	
HUBZone business	
8(a)	
SBA certification, if applicable	
SF 3881 ACH Vendor/Miscellaneous Payment Enrollment Form	
WBSCM Vendor Registration Form	
Company Letter certifying capability to perform	
Three (3) Letters of Reference	
Non-manufacturer. The following requirements also apply:	
Letter from manufacturer/supplier stating it is willing to provide product that meets the commodity specifications	
Complaint and dispute resolution proposal	
DUNS Number, and	
Most current audited financial statement, if applicable	

**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 fresh fruits and vegetables 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 fresh fruit and vegetable 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:
<b>Hardware</b>		
<b>Processor</b>	800MHz +	
<b>Memory</b>	512 MG +	
<b>Hard Disk Drive</b>	110 MB +	
<b>Monitor Resolution</b>	1024 x 768 16K colors or better	
<b>Software</b>		
<b>Operating System</b>	Microsoft Windows XP, Microsoft Windows 2000, or Microsoft Windows Vista	
<b>Web Browser</b>	Microsoft Internet Explorer 6.0 - Service Pack 2 or Microsoft Internet Explorer 7.0	<b>WBSCM is not compatible with Internet Explorer 8.0. Uninstall Internet Explorer 8 or run Internet Explorer in IE7 compatibility mode.</b>
<b>Adobe Flasher Player</b>	Adobe Flash Player 8.0 or higher	Only needed for viewing uPerform simulations.
<b>Additional Desktop Integration Software</b>	Microsoft Office (MS-Word, MS-Excel); Adobe Acrobat Reader	Required for viewing documents attached to WBSCM transactions.
<b>Additional Software for Records Management</b>	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.
<b>Additional Software for Procurement</b>	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

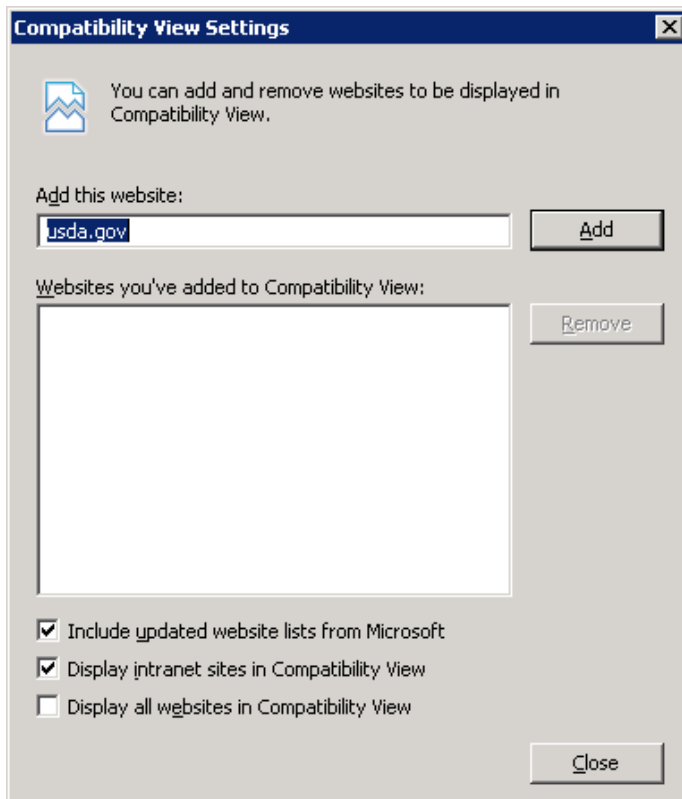


- Click the compatibility mode button in the address bar to enable IE7 compatibility mode. The compatibility mode button should switch state.

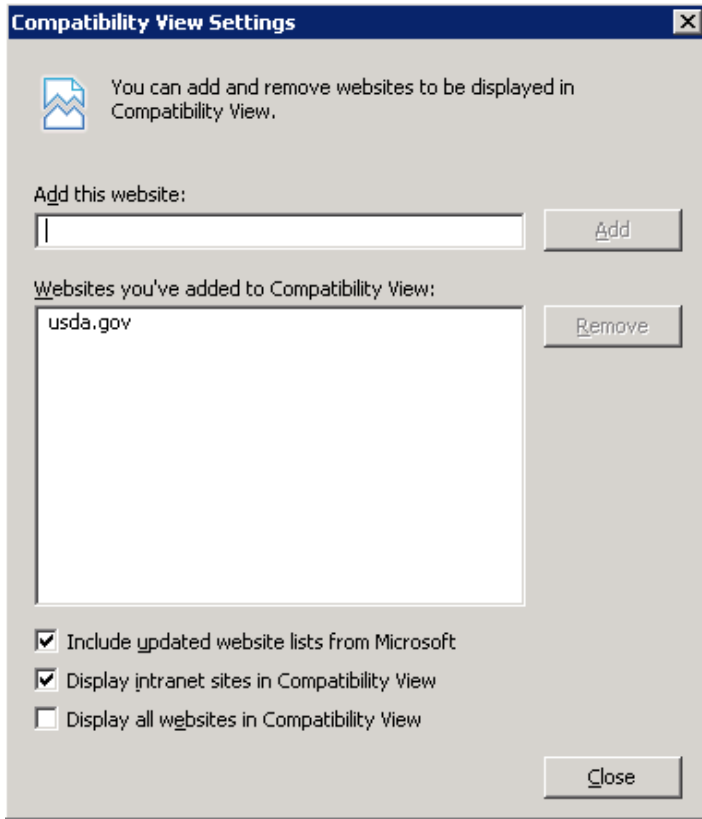


### Internet Explorer Compatibility Mode Settings – Option 2

- 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.



**EXHIBIT 6 - PAST PERFORMANCE REFERENCE INFORMATION**

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

Contract Number: \_\_\_\_\_

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

Type of Contract: \_\_\_\_\_

Contract Dollar Value: \_\_\_\_\_

Date of Award: \_\_\_\_\_ Date Completed: \_\_\_\_\_

If not completed, provide status:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type/Extent of Subcontracting:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Product/Service Description, Location & Relevancy of Work:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Percentage of Work Completed by your company: \_\_\_\_\_

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

Name of Offerors Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

## E) SOLICITATION PROVISIONS

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

**OFFER DUE DATE: ALL OFFERORS SHALL SUBMIT SIGNED AND DATED OFFERS TO THE OFFICE SPECIFIED IN BLOCK 9 OF THE STANDARD FORM 1449 IN THIS SOLICITATION AT OR BEFORE THE EXACT TIME SPECIFIED IN BLOCK 8.** See the “SUBMISSION OF OFFERS” paragraph in this section for further details.

#### **Proposal Part 1: - Technical Information**

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

1. Identify the submission as a technical information proposal.  
STATE: Technical Information Proposal for Solicitation Number [XXXXXX], Fresh Fruit and Vegetables.
2. Name and complete physical address of offeror, including a contact person, telephone number, FAX number, and email address. Include both street and mailing address if different.
3. Name and complete address of office to receive delivery orders including contact person, telephone number, FAX number, and email address. Include both street and mailing address if different.
4. Signature and title of the person submitting the offer on behalf of the offeror. The person submitting the offer must be an officer or representative of the contractor authorized to sign.

Subsequent pages must be numbered and include the following:

5. The offeror shall provide a detailed description of how they will comply with and implement the requirements set forth in the SOW. Mere assertions such as “In Accordance With” or “Same as SOW” or similar minimal statements/descriptions used to describe criteria within the technical information proposal will not be accepted. At a minimum, the proposal should include:
  - a. A written narrative overview demonstrating the offeror’s understanding of the requirement and how the process will work, including information concerning the contractor’s procedures for publishing market prices to the general public and any instructions necessary for the Government to verify the validity of the prices.
  - b. The name and complete address of all subcontractors used to provide each product proposed. This includes, but is not limited to growers, processors, and distributors and must include the specific locations where the product was produced, processed and shipped.
  - c. The offeror’s plan to ensure that all production, processing, and shipping points are certified by USDA/AMS as meeting all the requirements of Section C.9(b) and (c) above.
  - d. A complete description of every product to be offered for school systems, cooperatives, or consortiums purchased under any resulting delivery order, including industry-accepted product descriptions such as type of product, unit size, quantity within each unit, weight, grade of product, special product preparations, added ingredients, nutrition information,



packaging/packing type and materials, shipping containers, special handling requirements, etc.

- e. Describe the quality and effectiveness of the offeror's commodity quality assurance program, and records of food-related safety problems and corrective actions taken.
- f. Describe offeror's diversity of workforce, quality of offeror's equal opportunity and labor practices programs, and effectiveness of the employee safety program.

### **Proposal Part 2 – Past Performance**

Each offeror shall provide three (3) written past performance references for similar contract/orders completed within the past 3 years (or contracts/orders which are currently being completed) using the attached **EXHIBIT 6 – PAST PERFORMANCE REFERENCE INFORMATION** form.

### **Proposal Part 3 – Price**

All offerors shall complete the appropriate Continuation Sheet(s) for each category of fresh fruit and vegetable product proposed. Offerors are not required to furnish FF&Vs in more than one of the areas represented in the Continuation Sheets. All prices shall be rounded to two places to the right of the decimal point. Offerors may propose fresh fruit and vegetable products and related products in the following six categories: apples, blueberries, grapes, oranges, carrots, and lettuce. For example, cut fresh apple slices in a single serving cello pack would be an apple-related product. The price submitted shall be inclusive of all costs associated with producing the product minus any delivery-related additional costs. Offerors shall also indicate any constraints applicable to minimum order requirements or maximum delivery order capacities.

### **Proposal Part 4 - 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.

**QUESTIONS regarding this RFP are due on or before 01:00 pm Central Time, on Thursday XX/XX/XX** via email, to james.sprandel@ams.usda.gov with “Questions concerning Solicitation **XXXXXXXXXX**, Fresh Fruit & Vegetables” 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 all questions, especially untimely questions. Answers to questions will be issued in writing via an amendment to the solicitation.

## **SUBMISSION OF OFFERS:**

1. Each offer shall consist of the following:
  - a. Proposal Part 1 – Technical Information, a signed and completed SF1449, and a signed copy of all amendments issued
  - b. Proposal Part 2 – Past Performance
  - c. Proposal Part 3 – Price
  - d. Proposal Part 4 – Management and Workforce Practices and Policies

Offerors shall submit all of the above items to be eligible for award. Each item identified above shall be separate and complete within itself. The required subcontracting plan shall be submitted by large firms with their initial proposal submission.

2. All offerors shall submit signed and dated offers at or before the exact time specified in Block 8 of the Standard Form 1449 as follows (facsimile proposals will not be accepted):
  - a. **One (1) efile** in portable document file format (pdf) shall be submitted via WBSCM. See section C.9.d, Web-Based Supply Chain Management System (WBSCM) for further information.
  - b. **One (1) efile** in portable document file format (pdf) shall be submitted to [james.sprandel@ams.usda.gov](mailto:james.sprandel@ams.usda.gov). Offerors should indicate “Proposal for FF&V Solicitation – [Company Name]” in the subject line.

### **Contract Award Information**

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. Awards will also be posted on the USDA website with contact information, products awarded, and prices awarded.

After award information is posted, inquiries may be made to the Contracting Officer.

Award(s), as specified above, will result in a binding contract without further action by either party. Information on awards is also available electronically through the commodity procurement website at <http://www.ams.usda.gov> under the “Commodity Purchasing” link after award, and the PCA report will be 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 responsible offerors whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

#### **Proposal Part 1: Technical Information**

Factor 1: Understanding of Approach

Factor 2: Completeness of Supply Line Information

Factor 3: USDA GAP/USDA GHP/USDA Food Defense Plans

- Factor 4: Adequacy of Product Information
- Factor 5: Safety of Food Products and People
- Factor 6: Management and Workforce Practices and Policies.

### **Proposal Part 2: Past Performance**

Under the Past Performance factor, the Performance Risk Assessment represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. In evaluating past performance, information in the offeror's proposal, information discussed and verified with previous customers provided as references, Governmental records, and information available through other sources may be considered. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that meet users' needs.

- Factor 1: Quality of Product
- Factor 2: Timeliness of Performance
- Factor 3: Business Relations/Problem Resolution

### **Proposal Part 3: Price**

Proposed prices will be evaluated by comparing them with commercially published pricing of the same or similar items.

### **Proposal Part 4: 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 this contract.

**Subfactor 1A Management** – Describe in details 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).

**Subfactor 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 Policies and Practices** – 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. Offerors shall supplement information on these policies and practices with corporate reports, historical figures, or other metrics to support their effectiveness.

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

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

Technical Information, and Past Performance, when combined, are significantly more important than price.

(b) *Options*. There are no options offered under this solicitation.

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

**Basis for Award:** The Government may make award without discussions; therefore, the offeror’s initial offer should contain its best pricing. An award will be made to all offerors that can demonstrate an acceptable level of compliance with the evaluation factors. Please note that any offer which fails 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 Information Proposal.

<b>EVALUATION RATINGS</b>	
<b>OUTSTANDING</b>  <b>O</b>	<p><b>Technical Information Proposal</b></p> <ul style="list-style-type: none"> <li>- The proposal clearly defined and described processes to meet the requirements set forth in the Statement of Work (SOW). It is obvious that the offeror has significant expertise in producing the required product and will meet or exceed all contract requirements. The proposal demonstrates significant strengths and exceeds the fullest expectations of the Government.</li> </ul>
<b>EXCELLENT</b>  <b>E</b>	<p><b>Technical Information Proposal</b></p> <ul style="list-style-type: none"> <li>- The proposal demonstrates a level of effort that fully meets the Statement of Work (SOW) requirements. The offeror has expertise in providing the required product and will meet all contract requirements. The proposal demonstrates some strengths and essentially no weaknesses.</li> </ul>
<b>SATISFACTORY</b>  <b>S</b>	<p><b>Technical Information Proposal</b></p> <ul style="list-style-type: none"> <li>- The proposal meets the requirements of the Statement of Work (SOW). The proposal may contain weaknesses and/or significant weaknesses that are correctable, but no deficiencies. If a weakness and/or significant weakness are noted, they should not seriously affect the offerors performance.</li> </ul>
<b>MARGINAL</b>  <b>M</b>	<p><b>Technical Information Proposal</b></p> <ul style="list-style-type: none"> <li>- The proposal demonstrates a shallow understanding of the requirements and approach and only meets the minimum evaluation standard. It is highly probable the offeror could not produce an acceptable product based upon the information provided. The proposal contains weaknesses or significant weaknesses and deficiencies that may impact successful contract performance.</li> </ul>
<b>UNACCEPTABLE</b>  <b>U</b>	<p><b>Technical Information Proposal</b></p> <ul style="list-style-type: none"> <li>- The proposal fails to meet a minimum requirement or contains a major deficiency or major deficiencies. The offeror failed to define and describe the processes to meet the requirements set forth in the Statement of Work (SOW). The offeror cannot produce the product to meet contract requirements based upon the information provided.</li> </ul>

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

PERFORMANCE RISK (for Past Performance Evaluation Factor )	
<b>Low Risk L</b>	Little doubt exists that the offeror will successfully perform the required effort based on the offeror’s past performance record.
<b>Moderate Risk M</b>	Some doubt exists that the offeror can successfully perform the required effort based on the offeror’s past performance record.
<b>High Risk H</b>	Significant doubt exists that the offeror will successfully perform the required effort based on the offeror’s past performance record.
<b>Unknown Risk UK</b>	Offeror is without a record of relevant past performance or past performance information is not available. The rating shall be characterized as neutral.

The offeror’s Management and Workforce Practices and Policies will be evaluated on a Pass/Fail basis, as follows:

MANAGEMENT AND WORKFORCE PRACTICES AND POLICIES		
<b>Factor 1</b>	<b>Pass</b>	The offeror’s management approach addressed the details listed in sub-factors 1A and 1B.
	<b>Fail</b>	The offeror’s management approach did not address the details listed in sub-factors 1A and 1B.
<b>Factor 2</b>	<b>Pass</b>	The offeror’s workforce practices and policies address workforce health and safety, recruitment, development and retention, and diversity.
	<b>Fail</b>	The offeror’s management approach does not address all of the requirement 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):**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.



“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

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

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

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical

purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business (WOSB) concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It  is,  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it  is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It  is,  is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It  has,  has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It  has,  has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and ‘United States’ are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

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[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.



The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available

hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

TIN:\_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations—*

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.* (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

*Alternate I (Apr 2011).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

*[The offeror shall check the category in which its ownership falls]:*

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Apr 2011).* As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(10)(iii) to the basic provision:

(iii) Address. The offeror represents that its address [ ] is, [ ] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.