

Fresh Fruit and Vegetable Program Pilot – FY 2014

Solicitation 2000002180

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OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 2000002180	6. SOLICITATION ISSUE DATE 11/07/13
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Nate Sudbeck, Contract Specialist		b. TELEPHONE NUMBER (No collect calls) 202-720-3052	8. OFFER DUE DATE/ LOCAL TIME 12/04/13, 01:00 pm CT

9. ISSUED BY United States Department of Agriculture (USDA) Agricultural Marketing Service (AMS) Attn: Nate Sudbeck, Contract Specialist Commodity Procurement Staff – Room 3522 1400 Independence Ave SW, STOP 0239 DC Washington, 20250-0239	CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMAN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN - <input type="checkbox"/> 8(A) OWNED SMALL BUSINESS NAICS: 311991 BUSINESS SIZE STANDARD: 500 Employees
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO See paragraph B.11	CODE	16. ADMINISTERED BY See Block 9	CODE
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17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM (see paragraph C(10)(f))	

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Product: Fresh Fruit and Vegetables (F&V) Contract Type: Firm-Fixed-Price (FFP) with an 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)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) James D. Sprandel, Contracting Officer	31c. DATE SIGNED

CONTINUATION SHEET*	REFERENCE NUMBER OF DOCUMENT BEING CONTINUED	PAGES
	RFP 2000002180	1 OF 2

NAME OF OFFEROR OR CONTRACTOR

Contract: USDA/AMS Fresh Fruits and Vegetables
Delivery Period: 01/15/14 – 06/30/14

ITEM NO.	PRODUCT DESCRIPTION		UNIT	UNIT PRICE	NTE AMOUNT
	Florida				
0001A	Watson's Produce				
	Apples				
	Carrots				
	Lettuce				
	Total				
0002A	Todd's Tomatoes				
	Strawberries				
	Carrots				
	Total				
0003A	US Food Service				
	Apples				
	Blueberries				
	Grapes				
	Oranges				
	Strawberries				
	Broccoli				
	Carrots				
	Lettuce				
	Total				
0004A	Gordon's Food Service				
	Apples				
	Oranges				
	Lettuce				
	Total				

*Offerors do not need to complete these Continuation Sheets to submit the descriptions and prices that offerors wish to propose. Offerors shall provide this information in the MS Excel spreadsheet entitled Fresh Pilot Pricing Spreadsheet. This completed spreadsheet will be used as the offerors price proposal and shall be uploaded into WBSCM in MS Excel format.

CONTINUATION SHEET*	REFERENCE NUMBER OF DOCUMENT BEING CONTINUED	PAGES
	RFP 2000002180	2 OF 2

NAME OF OFFEROR OR CONTRACTOR

Contract: USDA/AMS Fresh Fruits and Vegetables
Delivery Period: 01/15/14 – 06/30/14

ITEM NO.	PRODUCT DESCRIPTION		UNIT	UNIT PRICE	NTE AMOUNT
	Michigan				
0001B	Gordon's Food Service – Grand Rapids				
	Oranges				
	Lettuce				
	Total				
0002B	Gordon's Food Service - Brighton				
	Oranges				
	Lettuce				
	Total				
0003B	Sysco - Detroit				
	Grapes				
	Oranges				
	Strawberries				
	Broccoli				
	Carrots				
	Lettuce				
	Total				
0004B	Sysco – Grand Rapids				
	Apples				
	Blueberries				
	Grapes				
	Oranges				
	Strawberries				
	Broccoli				
	Carrots				
	Lettuce				
	Total				

*Offerors do not need to complete these Continuation Sheets to submit the descriptions and prices that offerors wish to propose. Offerors shall provide this information in the MS Excel spreadsheet entitled Fresh Pilot Pricing Spreadsheet. This completed spreadsheet will be used as the offerors price proposal and shall be uploaded into WBSCM in MS Excel format.

Proposal Submission Checklist

SF 1449:

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

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

_____ Upload in PDF format into WBSCM

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

_____ Fill in Block 8 (Contractor Information)

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

_____ Upload in PDF format into WBSCM

Submit proposal parts specified in section E.1. of solicitation

_____ Proposal Part 1 – Technical Information, uploaded in PDF format into WBSCM

_____ Proposal Part 2 – Past Performance Information, uploaded in PDF format into WBSCM

_____ Proposal Part 3 – Management and Workforce Practices and Policies, uploaded in PDF format into WBSCM

_____ Proposal Part 4 – Price

_____ Offered Product Description and Unit Prices, uploaded in MS Excel format into WBSCM using attached MS Excel spreadsheet entitled Fresh Pilot Pricing Spreadsheet.

_____ Constraint Document uploaded in PDF format into WBSCM

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

B) SCHEDULE

- 1) See **EXHIBIT 1 – Statement of Work** for a description of this requirement.
- 2) The resulting contract will be a Firm-Fixed-Price with Economic Price Adjustment (EPA), Indefinite Delivery/Indefinite Quantity (IDIQ), type contract.
- 3) Period of Performance: Date of award through 06/30/2014.
Period of Delivery: Date of award through 06/30/2014.
- 4) **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 5 – “Qualification Requirements for Prospective Contractors Selling Commodities to USDA.”**
- 5) All offerors will complete an MS Excel Spreadsheet for all products proposed and upload the spreadsheet with detailed descriptions, unit/container sizes, and unit prices for all products proposed into WBSCM. All prices shall be FOB destination 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.

6) **Economic Price Adjustments**

This contract includes an Economic Price Adjustment (EPA) clause. The Fresh Fruits and Vegetable Producer Price Index (PPI) will be the index used to modify the Contractor’s price to allow for fluctuations in market price. A copy of the index is included in Exhibit 4. To access this index, internet browsers should be capable of viewing JAVA documents. The following instructions should be followed to view a current copy of the index:

- 1) Go to <http://data.bls.gov/cgi-bin/srgate>
 - 2) Step 1: Enter Series ID PPI Code – WPU011
 - 3) Step 2: Click Next
 - 4) Step 3: Check 1-Month Percent Change
 - 5) Step 4: Check Include Graphs
 - 6) Step 5: Click Retrieve Data
 - 7) Step 6: The Fresh Fruits and Vegetable Producer Price Index (PPI) Table, WPU011, will open up in a separate browser window.
- a) The contractor warrants that the unit prices stated in the Schedule for the awarded products are not in excess of the contractor’s applicable established price in effect on the contract date for like quantities of the same item. The term “unit price” excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term “established price” means a price that –

- (1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the contractor.

- b) The prices of all items under this contract may be considered for an adjustment on a monthly basis. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST THIS ADJUSTMENT.** Adjustments shall be requested by the 25th day of each month (adjustment date). Requests that are made after the adjustment date will not be honored and the contract pricing will not be adjusted. The contractor shall submit any requests for adjustments in writing to the Contract Specialist identified in Block 7A of the SF-1449 (first page) of this contract. Requests shall include a copy of the relevant index values, the contractor's calculation of the anticipated adjustment using the adjustment formula, and must be within the allowed time period for adjustment.

Any upward adjustment authorized as a result of the adjustment request will not be retroactive. Increases and/or decreases will be calculated on the adjustment date and will apply only to orders placed after the adjustment date and until a new adjustment is made.

The contractor is also required to request downward price adjustments. All downward adjustments will be retroactive to the adjustment date as specified in this section. If downward price adjustments are not requested and this is later revealed through audits or otherwise, the contractor shall reimburse the Government the amount overcharged plus interest. Interest will be computed at the rate set annually by the Secretary of the Treasury for late contract payments. Interest will accrue from the date the adjustment should have been made to the date the error was identified.

In computing any contract price adjustment, the published index as of the Offer Due Date will be compared to the most recently published index as of the adjustment date. No adjustment shall be made if the referenced change is less than 5 percent.

The aggregate of the increases in any contract unit price shall not exceed 30 percent of the original unit price; downward adjustments are not limited.

Example of an adjustment (example index values are obtained from Exhibit X):

Value of the applicable index on the Award Date (08/25/13):	170.50
Value of the Index on the 25 th day of month adjustment requested 09/25/13):	193.80
Price of product at award:	\$2.00

Calculations:

Formula: (Current Index/Base Index) X Contract Price
Adjusted Price: (193.80/170.50) X \$2.00 = \$2.27 (adjusted price)

Note: There is a one month delay in the date the index is published. Therefore, the most current index available on 08/25/13 would be the index published for the month of July and the most current index available on 09/25/13 would be the index published for the month of August.

- 7) All contracts awarded shall be Indefinite Delivery / Indefinite Quantity (IDIQ) contracts, and each delivery order shall be placed in accordance with the prearranged agreement between the Contractor, the Distributor, and the school system, cooperative, or consortium requiring the product in accordance with the terms and conditions listed in this document.
- 8) The guaranteed minimum (G. Min) for each IDIQ contract awarded will be: **\$600**
The NTE Max for each IDIQ contract awarded will be: **\$500,000**.

The currently anticipated amount to be spent under all contracts is identified in Exhibit 2. USDA does not anticipate awarding delivery orders totaling \$500,000 per IDIQ contract, but is setting the NTE Max for each IDIQ contract at this level to allow for an unanticipated increase in the needs of the school systems, cooperatives, or consortiums. The NTE Max for each IDIQ contract awarded will be adjusted at award for any limiting constraints proposed by the contractor.

- 9) The Government anticipates making multiple awards to supply fresh fruit and vegetable products within the time period specified in FAR clause 52.216-18, Ordering, identified in Section C.
- 10) Questions regarding this solicitation will only be addressed in writing via email to:
nate.sudbeck@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/>

FAR 52.225-25 -- Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (DEC 2012)

2) **FAR 52.209-1 Qualification Requirements (FEB 1995 - Tailored)**

– See EXHIBIT 3 for qualification requirements.

3) **FAR 52.212-4 Contract Terms and Conditions – Commercial Items (SEP 2013)**

- 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” section.

4) **FAR 52.216-2 Economic Price Adjustment – Standard Supplies (JAN 1997)**

This clause is altered as specified in paragraph B.6, above.

5) **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 01/15/14 through 06/30/14.

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

(c) If mailed, a delivery or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

6) **FAR 52.216-19 Order Limitations (OCT 1995 - Tailored)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **one case**, 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 **\$5,000**;
- (2) Any order for a combination of items in excess of **\$100,000**; or
- (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

7) 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 the Government, 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.” The Government 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. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 06/30/2014.

8) FAR 52.233-2 Service of Protest (SEP 2006)

(a) 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 Government Accountability 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 Staff, Room 3522-South; 1400 Independence Ave, SW; Washington, DC 20250-0239.

(b) 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.

9) FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (SEP 2013)

(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 (AUG 2013) (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 (JUL 2013) (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 (MAR 2012) (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, Encouraging Contractor Policy to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

(c) The contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: None identified.

(d) Comptroller General Examination of Record. The contractor shall comply with the provisions of this paragraph (d) if this contract was: awarded using other than sealed bid; is in excess of the simplified acquisition threshold; and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the contractor's directly pertinent records involving transactions related to this contract.

(2) The contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention or the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 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 (JUL 2013) (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 (JUL 2012).

(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.

10) 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 Safety and Food Defense Requirements

All product sourced under this contract must be have been produced, packed, handled and processed under a comprehensive food safety and food defense program which has been verified throughout the supply chain by an approved 3rd party audit. Verification must include all growers, packers, handlers, processors and distribution centers as applicable to the product being sourced.

Verification of food safety practices must include the appropriate good agricultural practices/good handling practices/good manufacturing practices (GAP/GHP/GMP) or HACCP audits conducted by either the USDA Agricultural Marketing Service, Specialty Crops Inspection Division or by a certification body accredited to perform audits against one of the internationally recognized food safety schemes benchmarked by the Global Food Safety Initiative.

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. Sliced apples would require an audit of the orchards, packing houses, and processing facility which produced the product.

Copies of the acceptable audit standards performed by USDA are available on the USDA website at 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. Copies of the audit standards for any of the GFSI benchmarked audit schemes are available on that scheme's website.

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**.

USDA reserves the right to review the food safety program of any vendors awarded a contract through this solicitation at any time. This would include a desk audit of the vendor to validate it has an approved supplier program which has verified all its suppliers used to source product as part of this contract have undergone and met the requirements of an approved 3rd party audit.

c. Web-Based Supply Chain Management (WBSCM) System

1. WBSCM Registration. Potential new suppliers must complete a WBSCM vendor registration form and meet all financial requirements prior to being entered into WBSCM Instructions. 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 the 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 7** 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.

d. Order of Precedence

The contract will incorporate the Contractor's proposal. If the contract documents are inconsistent or contradictory, the following order of precedence will prevail: SOW, Contract, and Contractor's proposal.

e. Invoices and Payment Process

- 1) Invoices requesting payment must be submitted by the contractor electronically through WBSCM once a month, accompanied by a monthly summary report as identified in paragraph C.13.f. The monthly summary report should only reflect deliveries identified on the invoices accompanying the monthly summary report. Invoices for payment must include an electronic copy of the following documents:
 - i. Contractor's commercial invoice form;
 - ii. 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; and
 - iii. 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>.

f. Reporting Requirements

Monthly Invoicing / Accompanied by a summary report containing the following information. An example of the summary report is included in Exhibit 3.

- 1) District Name
- 2) Name of School
- 3) Material Description
- 4) Quantity
- 5) Unit of Issue
- 6) Unit Price
- 7) Extended Price for Each Item

11) Agricultural Acquisition Regulations (AGAR) Clauses Incorporated by Reference

AGAR 452.246-70 Inspection and Acceptance (FEB 1988)

AGAR 452.246-70 Inspection and Acceptance – Alternate I (FEB 1988)

AGAR 452.247-70 Delivery Location (FEB 1988)

AGAR 452.247-71 Marking Deliverables (FEB 1988)

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

12) AGAR 452.209 – 71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

(a) This award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. No. 112-55, Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, **AMS may** terminate this contract for default and may recover any funds the awardee has received in violation of sections 738 or 739.

D) CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS:

EXHIBIT 1 – STATEMENT OF WORK

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 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-designated destinations 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, strawberries, broccoli, 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 have a written or contractual agreement in place to supply FF&V products to the USDA-designated destinations identified in Exhibit 2.
- B. The contractor will fulfill fresh fruit and vegetable orders made by each school system, cooperative, or consortium using domestic products when they are placed.
- C. The contractor will send an invoice to USDA/AMS for the fresh fruit and vegetables supplies. All invoices shall be accompanied by proof of delivery.
- D. USDA will pay the contractor for the fresh fruit and vegetables.

EXHIBIT 2 – SCHOOL SYSTEMS, COOPERATIVES, OR CONSORTIUMS NTE REQUIREMENTS

Distributor Name	Distributor Location	Apples	Oranges	Lettuce	Carrots	Blueberries	Grapes	Strawberries	Broccoli	Total
Florida										
Watson's Produce	520 North Beach Street, Daytona Beach, FL 32114	\$33,000.00		\$59,000.00	\$58,000.00					\$150,000.00
Todd's Tomatoes	413 West 13th Street, Sanford, FL 32771				\$15,000.00			\$60,000.00		\$75,000.00
US FoodService – Tampa	7004 East Hanna Ave., Tampa, FL 33610	\$53,183.00	\$66,608.00	\$9,010.00	\$16,542.00	\$3,057.00	\$30,437.00	\$10,970.00	\$10,193.00	\$200,000.00
Gordon's Food Service	1410 Gordon Food Service Dr., Plant City, FL 33563	\$10,952.00	\$4,201.00	\$5,979.00						\$21,132.00
Total		\$97,135.00	\$70,809.00	\$73,989.00	\$89,542.00	\$3,057.00	\$30,437.00	\$70,970.00	\$10,193.00	\$446,132.00
Michigan										
Gordon Food Service - Clay (GLC)	4900 Clay Avenue SW, Grand Rapids, MI 49548		\$7,000.00	\$9,000.00						\$16,000.00
Gordon Food Service - Brighton (GLC)	7770 Kensington Ct., Brighton, MI 48116		\$6,000.00	\$11,000.00						\$17,000.00
Sysco - Detroit (SPARC)	41600 VanBorn Road, Canton, MI 48188		\$1,000.00	\$3,500.00	\$2,000.00		\$750.00	\$750.00	\$250.00	\$8,250.00
Sysco - Grand Rapids (SPARC)	3700 Sysco Court SE, Grand Rapids, MI 49512	\$2,550.00	\$2,550.00	\$7,225.00	\$2,850.00	\$1,300.00	\$2,375.00	\$3,900.00	\$2,000.00	\$24,750.00
VanEerden Foodservice (MOR)	650 Ionia Ave. SW, Grand Rapids, MI 49501	\$16,500.00		\$16,500.00						\$33,000.00
Total		\$19,050.00	\$16,550.00	\$47,225.00	\$4,850.00	\$1,300.00	\$3,125.00	\$4,650.00	\$2,250.00	\$99,000.00

Exhibit 3 – Monthly Invoicing Report

<i>Monthly Invoice Report</i>							
District Name	Customer Name	Delivery Date	UM	Description	Qty	Cost	Ext Cost
MACOMB CNTY JUVENILE JUSTICE CENTER	MACOMB COUNTY JUVENILE JUSTICE	5/1/2013	CS	Lettuce Green Leaf 24 ct	2	\$ 16.98	\$ 33.96
DEXTER SCHOOLS	DEX COMM SCH-MILL CRK MIDDLE	6/13/2013	CS	Fresh Empire Apples Tray Packed - 138 ct	6	\$ 16.75	\$ 100.50

Exhibit 4 – Producer Price Index

Producer Price Index													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2008	177.9	158.4	167.7	159.9	157.2	165.1	148.1	140.7	155.4	152.8	159.1	148.9	157.6
2009	151.6	144.1	145.1	150.7	130.2	146.4	136.1	135.2	136.4	156.9	157.1	170.6	146.7
2010	166.1	166.6	205.4	188.9	171.8	141.8	150.7	146.4	146.2	140.8	145.8	172.8	161.9
2011	183.3	219.6	186.9	163.1	146.2	165.8	159.0	155.9	165.8	161.1	173.7	164.1	170.4
2012	155.1	149.2	157.2	155.1	152.3	155.6	150.2	155.0	156.3	148.1	160.4	158.6	154.4
2013	181.6	161.8	181.3	165.8	173.9	170.3	170.5	193.8					

EXHIBIT 5 - QUALIFICATION REQUIREMENTS FOR PROSPECTIVE CONTRACTORS SELLING COMMODITIES TO USDA

VENDOR QUALIFICATION REQUIREMENTS September 2012

I. Introduction

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

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

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

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

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

II. Administrative Requirements

- A. The Central Contractor Registration (CCR) website and the Online Representations and Certifications Application (ORCA) website were consolidated (along with six other databases) to form what is now called the System for Award Management (SAM). Each prospective contractor shall register in the SAM system at www.sam.gov. SAM requires a one-time business registration with mandatory annual updates. SAM allows a prospective contractor to control the accuracy of its own business information. There is no fee to register in SAM. The data submitted during the registration process will be used for procurement and payment purposes. It is the responsibility of the contractor to maintain accurate and current SAM registration information. An expired SAM registration will prohibit a contractor's ability to submit an offer or receive payment from the Web-Based Supply Chain Management (WBSCM) system. SAM registration is valid for one year from date of submission and must be updated annually. SAM will notify vendors 60, 30 and 15 days prior to expiration of the record.

- B. Each prospective contractor shall submit a **WBSCM Vendor Registration Form** (PDF), available at the website referenced above, as part of the application package. This form is used to grant a prospective contractor appropriate 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 submit bids in WBSCM is reserved for qualified vendors after the vendor is approved by the Contracting Officer. Please send the form once it is completed to our Small Business Coordinator, Dianna Price at dianna.price@ams.usda.gov.
- C. A prospective contractor who is a certified small disadvantaged business (SDB), 8(a), and/or HUBZone, but is not certified in SAM as such, must submit a copy of the applicable SBA certificate.

III. Capability Requirements

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

- A. A written submission, on company letterhead, authenticating the exact legal name of the company and include the following:
 - 1. A description of historical business experience, to include the number of years, it has sold the same or similar products in the commercial marketplace or to a governmental organization.
 - 2. 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 demonstrating that the prospective contractor has satisfactorily sold similar products to them (the reference letters must be on their company letterhead with signatures).
- C. In accordance with 13 CFR 121.406, **a prospective contractor that is a non-manufacturer** must demonstrate that it is engaged in the wholesale or retail trade, and has sold 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) demonstrating ownership and/or possession of the product, 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

A financial responsibility determination will be made prior to award.

- A. **Prospective contractors must provide their most current Dun and Bradstreet (D&B) analysis report. In order to facilitate their responsibility determination, AMS will request and evaluate D&B's analysis reports for each prospective contractor. (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.)**

Submit a copy of the **Credit Advisory Report** supplied by D&B. To obtain a copy, please contact the D&B Credibility Department at 866-584-0283 or go to the D&B web address at <https://eupdate.dnb.com/default.asp?cmid=IOG200047>.

- B. Prospective contractors who are starting a new business (with no or very little financial history) must provide its latest complete comparative financial statements listed below:
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 must include all personal and business assets and liabilities.
- C. 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, financial protection against losses as set forth in FAR part 28.
- D. 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 copies of insurance or a line-of-credit equal to or above the project contract award total (FAR part 28).
- E. The D&B business analysis report will be reviewed on an annual basis to determine a qualified contractor's continued eligibility to receive an award. Every January 1st, each qualified contractor must submit its current audit or review level financial statements to D&B. In addition, a qualified contractor must notify its Contracting Officer when the financial information has been submitted to D&B. Failure to submit the required financial information to D&B and/or the Contracting Officer may result in the Contracting Officer making a non-responsibility determination.

V. Food Defense Requirements

All qualified contractors and subcontractors must have a documented and operational food defense plan that provides for the security of a plant's production processes and includes the storage and transportation of pre-production raw materials and other ingredients and post-production finished products. The plan shall address the following areas, where applicable: (1) food defense plan management; (2) outside and inside security of the production and storage facilities; (3) slaughter and processing, including all raw material sources; (4) controlled access to production and storage areas; (5) storage; (6) water and ice supply; (7) mail handling; (8) personnel security; and (9) transportation, shipping, and receiving (includes the sealing of any transport conveyance for truck lot and less-than-truck lot quantities of finished product).

- A. The food defense plans are audited by AMS. Any nonconformance identified must be addressed in writing to both the Contracting Officer and Auditor within 14 calendar days of the audit. Contact the appropriate AMS Audit and Accreditation Programs for information on food defense audit services. Contacts for each commodity area are found on the AMS website at www.ams.usda.gov/isaap under "Contact Us."
- B. For fruit and vegetable products regulated by the Food and Drug Administration (FDA), reference FDA's "Food Producers, Processors, and Transporters: Food Security Preventive Measures Guidance" dated October 2007 at the following website: <http://www.fda.gov/Food/GuidanceComplianceRegulatoryInformation/GuidanceDocuments/FoodDefenseandEmergencyResponse/ucm083075.htm>

VI. Pre-Award Plant Surveys

A. After receiving the qualification information, a pre-award plant survey or capability assessment will be conducted to verify that a prospective contractor meets AMS qualification requirements. The pre-award survey/assessment will be conducted by the applicable AMS Program—Poultry Programs, Livestock and Seed, or Fruit and Vegetables—to evaluate technical, production, and transportation capabilities, and quality assurance and production control procedures of the vendor.

B. Specific pre-award plant survey/assessment requirements are referenced in the Supplement and/or Commodity Specification(s) applicable to the commodities the prospective vendor is interested in supplying. These documents can be found on the Commodity Purchasing website at www.ams.usda.gov/commoditypurchasing. For more information, contact the Commodity Procurement Staff at 202-720-4517.

VII. Contractor Approval

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

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

Prospective contractors must provide all of the documents outlined in the Vendor Qualifications Requirements (PDF) document to our office (see address below) or via email to **Dianna.Price@ams.usda.gov**. Questions regarding this process may be directed to Ms. Price via email. Mark all packages sent to our office as **CONFIDENTIAL**. (Mail sent using the US Postal Service will take 1 to 2 weeks longer than using a private mail firm.)

Commodity Procurement Staff
Attn: Dianna Price
Agricultural Marketing Service, USDA
1400 Independence Ave, SW, Room 3522-S
Washington, DC 20250

Except as provided in FAR subpart 24.2 (the “Freedom of Information Act”) qualification information, including the pre-award survey reports, accumulated for purposes of determining the responsibility of a prospective contractor shall not be released or disclosed outside the government. All information provided will be kept confidential to the extent permitted by law.

Under penalty of perjury, each qualification package must be submitted and signed by an individual who has the legal authority to contractually bind a prospective contractor on whose behalf that information package is submitted. If any information provided by a prospective contractor becomes inaccurate, a prospective contractor must immediately notify the contracting officer and provide updated and accurate information in writing. AMS reserves the right to waive minor irregularities and omissions in the information obtained in the qualification package submitted.

Attachment

Use the following checklist to assist in completion of the application package. Questions regarding vendor qualifications and approval should be directed to Dianna Price at 202-720-4237.

• System For Award Management (SAM). www.sam.gov . Registration completed (including Representations and Certifications)	
• Business Status is up to date and as indicated in SAM:	
• Large business	
• Small business	
• Small disadvantaged business	
• Women-owned business	
• Veteran-owned business	
• Service-disabled veteran-owned business	
• HUBZone business	
• 8(a)	
Send the following documents to the USDA:	
• SBA certification (if applicable)	
• WBSCM Vendor Registration Form	
• Company Letter certifying capability to perform. The following requirements also apply:	
• Description of historical business experience	
• Mention satisfactory record of integrity, business ethics, etc.	
• Three (3) Letters of References your company sold similar products to	
• 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	
• Most current Dun and Bradstreet Report (Credit Advisory Report)	
• Most current audited financial statements	

EXHIBIT 6 - 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 devise 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 7 - WBSCM MINIMUM SYSTEM REQUIREMENTS

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

Notes:

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

WBSCM Internet Explorer 7 (IE7) Compatibility Mode

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

Internet Explorer Compatibility Mode Settings – Option 1

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

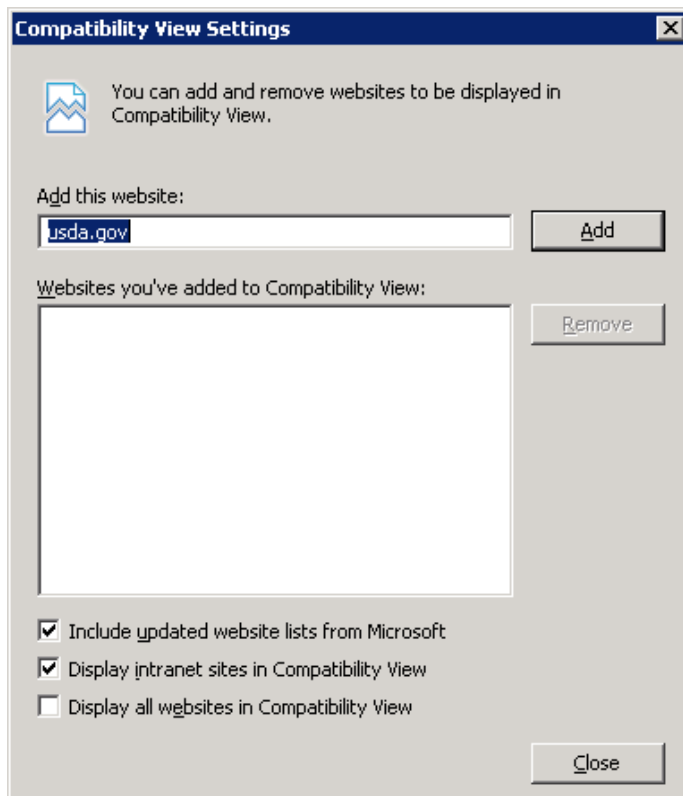


- Click the compatibility mode button in the address bar to enable IE7 compatibility mode. The compatibility mode button should switch state.

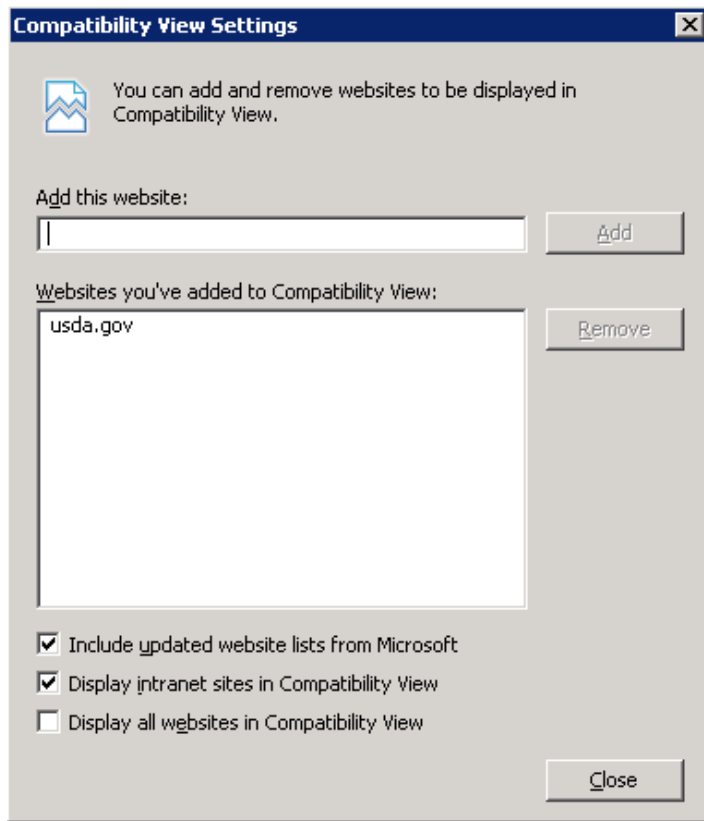


Internet Explorer Compatibility Mode Settings – Option 2

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



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



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



EXHIBIT 8 - 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 (JUL 2013)

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 “Proposal Submission Checklist” located after the SF-1449 in this document.

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 2000002180 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.
 - 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.10(b).

- d. Describe the quality and effectiveness of the offeror's commodity quality assurance program, and records of food-related safety problems and corrective actions taken.
- e. Describe offeror's diversity of workforce, quality of offeror's equal opportunity and labor practices programs, and effectiveness of the employee safety program.
- f. Include a copy of the written or contractual agreement between the Contractor and the USDA-designated destinations, identified in Exhibit 2, to supply FF&V products.

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 8 – PAST PERFORMANCE REFERENCE INFORMATION** form.

Proposal Part 3 - Management and Workforce Practices and Policies

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

Proposal Part 4 – Price

1. All offerors should complete the attached MS Excel spreadsheet entitled Fresh Pilot Pricing Spreadsheet 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 attached MS Excel spreadsheet. All prices shall be rounded to two places to the right of the decimal point. The price submitted shall be the delivered cost to the destination.
2. Offerors shall upload all applicable delivery constraints in PDF format, into WBSCM, concerning maximum order quantities defined by the unit of issue.

QUESTIONS regarding this RFP are due on or before 01:00 pm Central Time, on Thursday November 14, 2103 via email, to nate.sudbeck@ams.usda.gov with “Questions concerning Solicitation 2000002180, 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.

PRE-PROPOSAL TELECONFERENCE

A pre-proposal teleconference is schedule to take place on Tuesday **11/19/13 at 1:00 pm Eastern Time**. The telephone number for the pre-proposal conference is 888-858-2144 and the Access Code is 2757569.

SUBMISSION OF OFFERS:

1. Each offer shall consist of the following proposals:
 - 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 – Management and Workforce Practices and Policies
 - d. Proposal Part 4 – Price

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):

One (1) efile in portable document file format (pdf) shall be submitted via WBSCM for each Proposal Part, 1 through 3. Proposal Part 4, Price, shall be uploaded in MS Excel format into WBSCM using attached MS Excel spreadsheet entitled Fresh Pilot Pricing Spreadsheet.

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: GAP/GHP/Food Defense Plans
- Factor 4: Adequacy of Product Information
- Factor 5: Safety of Food Products and People

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: Management and Workforce Practices and Policies

Offeror's ability to develop and maintain a safe, effective, and diverse workforce, including recruitment, retention and development of such a workforce recruitment.

- Factor 1: Management and Workforce Practices and Policies Approach

Proposal Part 4: Price

Proposed prices will be evaluated and ranked by comparing the per unit price of similar products to each other and the pricing in the general marketplace to determine the fairness and reasonableness of the price.

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

- 1) Technical Information
- 2) Past Performance

- 3) Management and Workforce Practices and Policies
- 4) Price

Technical Information, Past Performance, and Management and Workforce Practices and Policies 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 awards without discussions; therefore, the offeror's initial offer should contain their best pricing. The Government anticipates making multiple awards. Awards will be based on best value using the trade-off process considering the evaluation factors listed above. Best value may be determined using tradeoffs among the evaluation factors, so awards may be made to other than the lowest-priced or highest technically rated proposals. Please note that all offers which fail to furnish required proposal information or reject the terms and conditions of the solicitation may be excluded from consideration for award.

Adjectival Ratings

The following adjectival ratings will be used to evaluate the offeror's Technical Information Proposal.

EVALUATION RATINGS	
OUTSTANDING O	<p>Technical Information Proposal</p> <ul style="list-style-type: none"> - 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.
EXCELLENT E	<p>Technical Information Proposal</p> <ul style="list-style-type: none"> - 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.
SATISFACTORY S	<p>Technical Information Proposal</p> <ul style="list-style-type: none"> - 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.
MARGINAL M	<p>Technical Information Proposal</p> <ul style="list-style-type: none"> - 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.
UNACCEPTABLE U	<p>Technical Information Proposal</p> <ul style="list-style-type: none"> - 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.

The following adjectival ratings will be used to evaluate the offeror's Past Performance.

PERFORMANCE RISK (for Past Performance Evaluation Factor)	
Low Risk L	Little doubt exists that the offeror will successfully perform the required effort based on the offeror's past performance record.
Moderate Risk M	Some doubt exists that the offeror can successfully perform the required effort based on the offeror's past performance record.
High Risk H	Significant doubt exists that the offeror will successfully perform the required effort based on the offeror's past performance record.
Unknown Risk UK	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 EVALUATION RATINGS		
Factor 1	Acceptable	The offeror's management approach addressed the details listed.
	Not Acceptable	The offeror's management approach did not address the details listed.

3) FAR 52.212-3, Offeror Representations and Certifications – Commercial Items (AUG 2013):

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically via <http://www.acquisition.gov> . If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) 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.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“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 SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM 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 electronically on SAM.]*

(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 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 for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program 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, 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 for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses 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:

(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 SAM 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, Panamanian, 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, Panamanian, 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, Moroccan, Omani, Panamanian, or Peruvian 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

[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:

4) Line Item No.:

5) _____

6) [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) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, 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, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *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)(5)(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 is 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.

(1) *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 the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(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) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) 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; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do 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.

7) (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 (Jan2012). 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.acquisition.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.

8) AGAR 452.209 – 70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction (Deviation 2012-01) (FEB 2012)

(a) Awards made under this solicitation are subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012 (P.L. No. 112-55), Division A, Sections 738 and 739 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

- (1) The Offeror is [], is not [] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked "is" above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked "is not" above, Offeror may leave the remainder of the representation blank.

(2) (i) The Offeror has [], has not [] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.

(ii) The Offeror has [], has not [] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal or State law in the 24 months preceding the date of offer.

(3) The Offeror does [], does not [] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)