

**DOMESTIC COMMODITY INVITATION – MOZZARELLA CHEESE
DESCRIPTION – 12-3J14-19-B-0051
BID INVITATION NUMBER – 2000005709**

TENDERING TEXT

*****IMPORTANT SOLICITATION DETAILS*****

- **New - Commodity Requirements Document (CRD) DMOZ6. Commodity Specifications and Packaging Requirements are now found in the attached CRD.**

- **Change to Commodity Requirements Document:**

**Part 1 COMMODITY SPECIFICATIONS
Section 1.1 MOZZARELLA CHEESE REQUIREMENTS**

B. Production Requirements

- (2) Mixing and molding of cheese shall take place no more than 14 days after curd manufacturing.**

- **Master Solicitation. Contract clauses and solicitation provisions are now found in the attached Master Solicitation.**

I. Solicitation For Commercial Items

1. Solicitation Number: **12-3J14-19-B-0051**

2. Solicitation Issue Date: October 17, 2018

3. Issued and Administered By:

USDA-Agricultural Marketing Service
Commodity Procurement Staff
Kansas City Contracting Branch
Beacon Facility- Mail Stop 8718
P.O. Box 419205
Kansas City, MO 64141-6205

4. Method of Solicitation: Sealed Bidding/Invitation for Bid

5. Last Date/Local Time for Receipt of Written Questions: N/A

6. Offer due Date/Local Time: October 26, 2018 9:00 A.M. CT

7. Award Notification Date: By October 30, 2018 4:00 P.M. CT

8. Public Release of Award Date: By October 31, 2018 1:00 P.M. CT

9. Solicitation Information Contact:

Name: Mary Mahoney
Telephone Number: 816-926-2501
E-mail: mary.mahoney@ams.usda.gov

10. This Acquisition is:

/ X / Unrestricted

/ / Set-Aside for:

Small Business (0 lbs. or 0 percent) Any small business concern proposing to furnish a product that it did not itself manufacture must furnish the product of a small business manufacturer.

NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE

If specified in the solicitation, certain quantities are set aside exclusively for small business firms under the Small Business Act (15 U.S.C. 631, et seq.). Bids received for these set-aside quantities from firms who are not small business concerns will not be considered. In the event the Government is unsuccessful in contracting with an eligible small business concern(s) for the set-aside quantities, the Government may award the quantities to other than small business concerns. The contracting reserves the right to utilize Federal Acquisition Regulation Part 19.507 Automatic dissolution of a small business set-aside.

Offers received for these set-aside quantities from firms who are not eligible business concerns will not be considered. See 452.219-70.

11. Internet Address: <http://www.ams.usda.gov/selling-food/solicitations>

12. Delivery Type: F.O.B. Destination.

13. Payment will be made by and submit invoices to:

Contractor shall submit invoices and attachments in the Web-Based Supply Chain Management (WBSCM) system.

14. Contract Type:

/ X/ Firm Fixed Price

15. Schedule of Supplies: See WBSCM bid invitation

16. Accounting and Appropriation Data: *TAS::unknown*

The commodities procured under this solicitation are currently for the following program(s):

Section of Public Law Program Name

/X / 32/6E The National School Lunch Program

/ X / 32/6E Child and Adult Care Feeding Programs

/ / 32/6E Summer Food Service Program

/ / 311 Nutrition Services Incentive Program

/ / 4A Food Distribution Program on Indian Reservations

/ / 17 Commodity Supplemental Food Program

/ / 104 The Emergency Food Assistance Program

17. USDA Contracting Officer

a. UNITED STATES OF AMERICA /S/ Jeffrey F. Jackson

II. Additional Provisions and Clauses

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JAN 2017)

B. ADDENDA TO 52.212-4

(a) Inspection/Acceptance – 52.212-4 Addendum.

(2)(B) Proof of product conformance as evidenced by:

- i. Copies of Certificate of Analysis (COA) and/or
- ii. Certificate of Conformance (Per FAR Clause 52.246-15) and/or
- iii. The AMS Commodity Inspection Certificate or Graders Memorandum
 - If contractor elected to comply with official inspection by AMS; the contractor shall bear the expense of AMS inspection.
 - Procedures and a schedule of fees for these services may be obtained by contacting: AMS /Bao Tchong at phone 630-437-5032, or email: Bao.Tcheng@ams.usda.gov.

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (April 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR [3.908](#)

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in section [3.908](#) of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

52.211-16 Variation in Quantity (Apr 1984)

Variation in Quantity (Apr 1984)

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.
- (b) The permissible variation shall be limited to:
See Clause 4A52.216-19 Percent increase
See Clause 4A52.216-19 Percent decrease

This increase or decrease shall apply to the Delivery Order (WBSCM Purchase Order) item quantity (i.e. net weight).

(End of clause)

4A52.216-19 Delivery Order - Limitations

- 1) The Government shall request delivery of supplies in truckload quantities to the locations shown in the invitation item details page. The table below identifies the truckload target quantity and acceptable variations in quantity for the specified type of cheese.

Cheese Pack Size	Lower Quantity Limit	Target Quantity/ Variation Limit, see Clause 52.211-16	Upper Quantity Limit
LMPS and Lite Processor Pack (Bulk Weight)	39,513 lbs.	40,320 lbs. +/- Two Percent	41,125 lbs.
LMPS and Lite 30 lb. Shred (Exact Weight)	40,320 lbs.	40,320 lbs. +/- Zero Percent	40,320 lbs.
8/6 lb. loaf (Variable Weight)	37,900 lbs.	40,320 lbs. See example below* - Six Percent	40,320 lbs.

*(Variable weight material example, mozzarella 8/6 pound Purchase Order Item for 840 units, 40,320 pounds; Unit weight may vary from 48 to 50 pounds per unit;
 -for a lot that weighs an average of 48 pounds per unit, the delivery would be 840 units, 40,320 pounds;
 -for a lot that weighs an average of 50 pounds per unit, the delivery would be 806 units, 40,300 pounds.)

- 2) The Government may make changes and/or cancellations to delivery orders by giving the Contractor no less than 48 hours' notice of the change. If the Government cancels an order and the Contractor can provide evidence satisfactory to the Government that it has already packaged the order as required by the contract, the Government will accept the commodity.
- 3) The commodity ordered shall be delivered by the contractor not later than the delivery period set forth in the Purchase Order. No extensions will be granted due to weekends or Federal holidays.

For shipments of commodity in excess of two stop-offs and a final destination, the adjustment to the contract price will be mutually agreed upon prior to delivery.

4A52.247-1 Seals on Transportation Conveyances

(a) Suppliers of commodities, products and/or services—under the supervision of a USDA-AMS certification agent, when applicable—shall be responsible for placing a seal(s) on all cargo doors of each transportation conveyance upon completion of loading, partial unloading, inspection, or servicing.

(b) Seals must meet the [American Society for Testing and Materials \(ASTM\) Standard, \(F-1157-04](#), and/or the International Organization for Standards (ISO) 17712-2010. Seals shall be 1/8-inch diameter cable, high security bolt, barrier-type, or equivalent device which can only be removed by bolt cutter type tools. Seals shall be sequentially numbered. The contractor or its agent shall provide a sufficient number of barrier-type seals to ensure security of the load while in route through final destination. (Suppliers of commodities, products and/or services shall be responsible for placing seal(s) on all doors of each transportation conveyance upon completion of loading or servicing (multi-stop)).

(c) The seal numbers shall be documented on the Bill of Lading, and shipment manifest, certificate, or other delivery documents, as applicable, which must be signed or acknowledged by the carrier or its agent.

(d) It will be the responsibility of the Contractor to provide sufficient number of seals to the carrier service and to ensure that the trailer is sealed after each delivery location (when destined for multiple recipients). The seal number must be recorded on the appropriate delivery document and correspond with the applied seal at the time of arrival at the next destination.

(e) When making deliveries to more than one destination from the same railcar, the quantities required at each stop off must be placed in separate compartments under seal.

(f) Deliveries will be rejected, in which seals have not been used to secure all cargo doors, if:

- the seal listed on the Bill of Lading does not match the seal number on the trailer;
- the seal is broken;
- the seal is missing, or
- the seal has been removed prior to the transportation conveyance reaching its unloading point.

(g) A rejected conveyance will only be accepted after a Condition of Container Inspection has been performed by Agricultural Marketing Services (AMS) or Federal Grain Inspection Service (FGIS). AMS or FGIS must subsequently issue a Certificate of Quality and Condition that documents that the Condition of Container meets the applicable U.S. Standards for Condition of Food Containers. If this inspection is performed at a location other than the contracted delivery point all cargo doors must be sealed and the seal numbers documented by the Federal Inspection Agency on the Certificate.

Conditions of Container Inspections arrangements are available by contacting:
National Field Director
Dairy Grading Branch Bao Tchong - 630-437-5032

The Contractor is responsible for payment of all fees incurred as a result of a Condition of Container Inspection.
(End of clause)

52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [*insert full name of person(s) in the offeror's organization*]

responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)