

**DOMESTIC COMMODITY INVITATION – MOZZARELLA CHEESE
DESCRIPTION – 12-3J14-19-B-0593
BID INVITATION NUMBER – 2000006376**

TENDERING TEXT

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

- This solicitation is subject to the attached USDA Commodity Requirements Document Mozzarella Cheese (DMOZ6) dated September 13, 2018.
- This solicitation is subject to the attached AMS Master Solicitation for Commodity Procurements (MSCP) dated August 2, 2019.
- Additional provisions and clauses are found in Part II of this tendering text document.
- Per MSCP clause 4A52.211-2, Delivery appointments change from no less than 24 hours prior to delivery to no less than 72 hours prior to delivery.
- Per MSCP clause 52.211-11, Liquidated damages for late delivery will be assessed.

I. Solicitation For Commercial Items (electronic Standard Form 1449)

1. Solicitation Number: 12-3J14-19-B-0593

2. Solicitation Issue Date: August 15, 2019

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. Offer due Date/Local Time: August 27, 2019 9:00 A.M. CT

6. Award Notification Date: By August 29, 2019 5:00 P.M. CT

7. Public Release of Award Date: By August 30, 2019 5:00 P.M. CT

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

9. This Acquisition is:
/x/ Unrestricted
/ / Set-Aside for:
Small Business (35 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.

Offers received for these set-aside quantities from firms who are not eligible business concerns will not be considered. In the event the Government is unsuccessful in contracting with an eligible business concern(s) for the set-aside quantities, it may award the quantities to other business concerns. See FAR part 19.507.

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

11. Delivery Type: F.O.B. Destination (unless otherwise specified in the delivery order competition)

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

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

13. Contract Type:

Firm Fixed Price

14. Schedule of Supplies: See WBSCM bid invitation

15. 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

32/6E The National School Lunch Program

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

16. 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 /Darrell DeMont at phone 630-297-5030, or email: Darrell.Demont@usda.gov.

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 states shown in the invitation item details attributes page of WBSCM. 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.