

**DOMESTIC COMMODITY INVITATION – PROCESS CHEESE
DESCRIPTION – 12-3J14-24-B-0628
BID INVITATION NUMBER – 2000010360**

TENDERING TEXT

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

- **This solicitation is subject to the attached Commodity Requirements Document Pasteurized Process American Cheese (DPPC5) dated September 2019.**
- **NEW MSCP - This solicitation is subject to the attached AMS Master Solicitation for Commodity Procurements (MSCP) dated February 13th, 2024.**
- **Additional provisions and clauses for IDIQ Cheese Contracts are found in Part II of this tendering text document.**

I. Solicitation for Commercial Items

Solicitation Number: 2000010360

Solicitation Issue Date: September 23, 2024

Issued and Administered By:

United States Department of Agriculture
Agricultural Marketing Service, Commodity Procurement Program
1400 Independence Ave SW
Room 3522-S, STOP – 0239
Washington, DC 20250-0239

Method of Solicitation: Sealed Bidding/Invitation for Bid

Offer due Date/Local Time: October 09, 2024, 1:00 P.M. CT

Award Notification Date: By October 23, 2024, 5:00 P.M. CT

Public Release of Award Date: By October 23, 2024, 5:00 P.M. CT

Solicitation Information Contact:

Name: Andre Kinney
E-mail: Andre.kinney@usda.gov

This Acquisition is:

Unrestricted

Set-Aside for:

Small Business (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.

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.

Contract Type:

Indefinite Delivery/Indefinite Quantity

Fixed Price (Differential) with Economic Price Adjustment (cheese market price)

Schedule of Supplies

Estimated Yearly Quantity	Minimum Contract Amount	Maximum Contract Amount
41,421,600 pounds	\$1,800	45,563,760 pounds

Estimated Cheese Sales Orders

The maximum contract amount stated is not guaranteed to be purchased. Please see the contract clause 52.216-22, Indefinite Quantity. See Bid Invitation Item Detail section elsewhere in this solicitation for a listing of maximum pounds by pack size.

The following list is provided as information to offerors and includes estimated quantities and destinations. Actual sales orders and destinations may vary from the list below due to changes in program requirements. CAPACITY OFFERED MAY EXCEED ANTICIPATED ORDER QUANTITY. The quantity awarded may be less than the quantity advertised due to program changes.

Estimated Monthly Maximums

	Cheese Process LVS 6/5-LB (100017)	Cheese Process SLC-LVS 6/5-LB Generic (101003)	Cheese Blend Amer SKM LVS 12/2-LB (100035)	Cheese Blend AM SKM SLC LVS 6/5-LB Generic (100984)	Cheese Blend Amer Skm Yel Reg SLC LVS 6/5-LB (110198)	Cheese Process Reg LVS 6/5_LB (110199)
January	79,200	1,306,800	1,980,000	752,400	118,800	198,000
February	39,600	356,400	1,702,800	871,200	0	79,200
March	39,600	237,600	1,702,800	237,600	39,600	79,200
April	39,600	356,400	1,584,000	237,600	0	79,200
May	39,600	356,400	1,504,800	356,400	39,600	79,200
June	0	356,400	1,702,800	356,400	79,200	118,800
July	158,400	673,200	1,663,200	871,200	0	118,800
August	39,600	712,800	1,900,800	752,400	39,600	237,600
September	118,800	950,400	1,861,200	1,069,200	39,600	237,600
October	118,800	1,069,200	1,782,000	831,600	118,800	158,400
November	0	752,400	1,544,400	594,000	79,200	118,800
December	39,600	475,200	1,861,200	673,200	79,200	158,400
TOTAL	712,800	7,603,200	20,790,000	7,603,200	633,600	1,663,200

Estimated Destinations

CHEESE PROCESS LVS 6/5-LB

City	Ship-to State
VAN BUREN	AR
PEMBROKE PARK	FL
BATON ROUGE	LA
NEW ORLEANS	LA
ST MARTINVILLE	LA
MCALESTER	OK
AUSTIN	TX
DENTON	TX
HOUSTON	TX
MCALLEN	TX
SAN ANTONIO	TX

CHEESE PROCESS REG LVS-6/5 LB

City	Ship-to State
FRESNO	CA
WOODLAND	CA
WALLINGFORD	CT
ORLANDO	FL
NAMPA	ID
CHICAGO	IL
GENEVA	IL
EVANSVILLE	IN
ELIZABETHTOWN	KY
INDEPENDENCE	KY
LEXINGTON	KY
LOUISVILLE	KY
MAYFIELD	KY
KANSAS CITY	MO
FARGO	ND
OKLAHOMA CITY	OK
TAHLEQUAH	OK
TULSA	OK

CHEESE BLND AMER SKMYEL REGSLC LVS-6/5LB

City	Ship-to State
NAMPA	ID
KANSAS CITY	MO

CHEESE PROCESS SLC-LVS 6/5 LB-GENERIC

City	Ship-to State
BIRMINGHAM	AL
CLANTON	AL
CONWAY	AR
JACKSONVILLE	AR
LITTLE ROCK	AR
ROGERS	AR
SPRINGDALE	AR
VAN BUREN	AR
PEORIA	AZ
PHOENIX	AZ
DIXON	CA
ONTARIO	CA
POMONA	CA
SACRAMENTO	CA
VALENCIA	CA
SOUTH WINDSOR	CT
DELAWARE CITY	DE
AUBURNDALE	FL
PEMBROKE PARK	FL
PLANT CITY	FL
RIVIERA BEACH	FL
CEDAR FALLS	IA
EMMETT	ID
BERKELEY	IL
CYNTHIANA	KY
OWENSBORO	KY
SHEPERDSVILLE	KY
TAUNTON	MA
CANTON	MI
WYOMING	MI

NEWPORT	MN
ST. PAUL	MN
WRIGHT CITY	MO
BATESVILLE	MS
CORINTH	MS
JACKSON	MS
BILLINGS	MT
HELENA	MT
CREEDMOOR	NC
SALISBURY	NC
FARGO	ND
GRAND ISLAND	NE
LA VISTA	NE
OMAHA	NE
CONCORD	NH
ALBUQUERQUE	NM
BRENTWOOD	NY
BUFFALO	NY
HALFMOON	NY
KIRKWOOD	NY
MALONE	NY
ROCHESTER	NY
SYRACUSE	NY
WATERTOWN	NY
CINCINNATI	OH
CLEVELAND	OH
SPRINGFIELD	OH
MCALESTER	OK
CLACKAMAS	OR
HUNTINGDON	PA
IMPERIAL	PA
MOOSIC	PA
PHILADELPHIA	PA
CRANSTON	RI
COOKEVILLE	TN
KNOXVILLE	TN
AUSTIN	TX
DENTON	TX
HOUSTON	TX
LUBBOCK	TX

MCALLEN	TX
SAN ANTONIO	TX
OGDEN	UT
WEST JORDAN	UT
ESSEX	VT
EAU CLAIRE	WI
MADISON	WI
RIPLEY	WV

CHEESE BLEND AMER SKM LVS-12/2 LB

City	Ship-to State
FORT SMITH	AR
JONESBORO	AR
LITTLE ROCK	AR
RUSSELLVILLE	AR
TEXARKANA	AR
MESA	AZ
PHOENIX	AZ
TUCSON	AZ
BAKERSFIELD	CA
FRESNO	CA
GARDEN GROVE	CA
INDIO	CA
IRVINE	CA
LONG BEACH	CA
LOS ANGELES	CA
MODESTO	CA
SAN DIEGO	CA
SAN FRANCISCO	CA
SAN RAFAEL	CA
WOODLAND	CA
COLORADO SPRING	CO
DENVER	CO
GREELEY	CO
HOMESTEAD	FL
JACKSONVILLE	FL
OAKLAND PARK	FL
PEMBROKE PARK	FL
TALLAHASSEE	FL
ATHENS	GA

EAST POINT	GA
MIDLAND	GA
SAVANNAH	GA
THOMASVILLE	GA
DES MOINES	IA
SIOUX CITY	IA
NAMPA	ID
CHICAGO	IL
GENEVA	IL
SPRINGFIELD	IL
ELIZABETHTOWN	KY
INDEPENDENCE	KY
WINCHESTER	KY
DELHI	LA
LAFAYETTE	LA
NEW ORLEANS	LA
BOSTON	MA
HATFIELD	MA
SHREWSBURY	MA
BALTIMORE	MD
HAMPDEN	ME
BATTLE CREEK	MI
BENTON HARBOR	MI
CADILLAC	MI
CARO	MI
CLARE	MI
CLINTON TOWNSHIP	MI
COMSTOCK PARK	MI
DETROIT	MI
FLINT	MI
GRAND RAPIDS	MI
KINGSFORD	MI
LANSING	MI
OAK PARK	MI
OSSINEKE	MI
WESTLAND	MI
BROOKLYN PARK	MN
EAST GRAND FORKS	MN
ROCHESTER	MN

BRIDGETON	MO
COLUMBIA	MO
KANSAS CITY	MO
SIKESTON	MO
SPRINGFIELD	MO
ST JOSEPH	MO
JACKSON	MS
HELENA	MT
CREEDMOOR	NC
FARGO	ND
OMAHA	NE
EGG HARBOR	NJ
HILLSIDE	NJ
PENNSAUKEN	NJ
VINELAND	NJ
ALBUQUERQUE	NM
FARMINGTON	NM
LAS CRUCES	NM
ROSWELL	NM
LAS VEGAS	NV
BRENTWOOD	NY
BRONX	NY
SYRACUSE	NY
AKRON	OH
CINCINNATI	OH
CLEVELAND	OH
GROVE CITY	OH
TOLEDO	OH
DELMONT	PA
DUQUESNE	PA
ERIE	PA
HARRISBURG	PA
JENKINS TOWNSHIP	PA
MCCONNELLSBURG	PA
NAZARETH	PA
PHILADELPHIA	PA
READING	PA
YORK	PA
PROVIDENCE	RI

AIKEN	SC
MYRTLE BEACH	SC
NO CHARLESTON	SC
SIOUX FALLS	SD
CHATTANOOGA	TN
MEMPHIS	TN
NASHVILLE	TN
AMARILLO	TX
AUSTIN	TX
BEAUMONT	TX
EL PASO	TX
FORT WORTH	TX
HOUSTON	TX
LAREDO	TX
LUBBOCK	TX
ODESSA	TX
PHARR	TX
PLANO	TX
SAN ANTONIO	TX
TYLER	TX
SALT LAKE CITY	UT
WEST MILWAUKEE	WI
GASSAWAY	WV
HUNTINGTON	WV

CHEESE BLEND AM SKIM SLC-LVS 6/5-GENERIC

City	Ship-to State
BIRMINGHAM	AL
CLANTON	AL
PHOENIX	AZ
DIXON	CA
INGLEWOOD	CA
LOS ANGELES	CA
ONTARIO	CA
POMONA	CA
SACRAMENTO	CA
VERNON	CA
COLORADO SPRINGS	CO

GRAND JUNCTION	CO
DELAWARE CITY	DE
CLEVELAND	GA
CONYERS	GA
DOUGLAS	GA
LEESBURG	GA
EMMETT	ID
GRANITE CITY	IL
FORT WAYNE	IN
SOUTH BEND	IN
VINCENNES	IN
BATON ROUGE	LA
NEW ORLEANS	LA
ST MARTINVILLE	LA
LOVEVILLE	MD
AUGUSTA	ME
NEWPORT	MN
ST. PAUL	MN
WRIGHT CITY	MO
HELENA	MT
CREEDMOOR	NC
SALISBURY	NC
FARGO	ND
NEWARK	NJ
VINELAND	NJ
HAUPPAUGE	NY
HUNTINGDON	PA
FORT MILL	SC
LEXINGTON	SC
PIEDMONT	SC
SIOUX FALLS	SD
CHATTANOOGA	TN
COOKEVILLE	TN
JOHNSON CITY	TN
KNOXVILLE	TN
AUSTIN	TX
CYPRESS	TX
DENTON	TX
HOUSTON	TX
OGDEN	UT

CULPEPER	VA
MADISON HEIGHTS	VA

RICHMOND	VA
SUFFOLK	VA

Solicitation incorporates FAR provisions 52.212-1, 52.212-3 and clauses 52.212-4 and 52.212-5. These provisions and clauses are included within this document.

The following documents are required to be attached to the ASN in WBSCM when the eINV is confirmed:

- Bill of Lading (may serve as proof of delivery if signed and dated by recipient)
- Certificate of Analysis
- Proof of Delivery

II. Additional Provisions and Clauses for IDIQ Cheese Contracts

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (Nov 2023)

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)

(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
All Process Cheese Pack Sizes	39,600	39,600 lbs. +/- Zero Percent	39,600 lbs.

- 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.

452.211-74 Period of Performance (Feb 1988)

The base period of performance of this contract is from 1/01/2025 through 12/31/2025.
(End of Clause)

452.211-75 Effective Period of The Contract (Feb 1988)

The effective period of this contract is from contract award date through December 31, 2025.
(End of Clause)

52.216-18 Ordering (Aug 2020)

- (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 the Schedule. Such orders may be issued from contract award date through 12/31/2025.
- (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) A delivery order or task order is considered “issued” when—
 - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
 - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
 - (3) If sent electronically, the Government either—
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.
(End of clause)

52.216-19 Order Limitations (Oct 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one truckload, the Government is not obligated to purchase, nor is the Contractor obligated to furnish,

those supplies or services under the contract.

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

- (1) Any order for a single item in excess of the balance of the contract maximum or Contractor's offered capacity for the applicable delivery period, whichever is less;
- (2) Any order for a combination of items in excess of items in excess of the balance of the contract maximum or Contractor's offered capacity for the applicable delivery period, whichever is less; or
- (3) A series of orders from the same ordering office within 31 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(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 90 days after the through date in clause 452.211-74.

(End of clause)

452.216-73 Minimum and Maximum Contract Amounts (Feb 1988)

During the period specified in FAR clause 52.216-18, Ordering, the Government shall place orders totaling a minimum of the amount shown in the Schedule of Supplies "Minimum Contract Amount", but not in excess of the amount shown in the "Maximum Contract".

(End of Clause)

4A52.216-1 Delivery Order Procedures

A. Ordering of Commodity Procedure

The Government shall issue delivery instructions to the Contractor via a Purchase Order at least seven (7) calendar days prior to the first day of each delivery period (e.g. 10/1-15) scheduled in the contract. Contractor shall comply with the instructions in the delivery instructions. If a delivery instruction is issued less than seven (7) calendar days prior to the first day of the contracted delivery period, the delivery period shall be extended by the number of days the delivery instructions is issued late. Contractor shall not be entitled to any extension of the delivery period unless it furnishes evidence satisfactory to the Government that it was prepared to perform during the contracted delivery period.

- 1) For each allocation period of contract performance, the awarded price and capacity of all Contractors in good standing will be considered for USDA/Food and Nutrition Service food requisitions. In addition to price and capacity, factors considered in ordering will include the time of shipment, the total cost to the Government to deliver the product to the ultimate destination, minimum amount guaranteed, maximum quantity limit, set-aside(s), and the responsibility of the Contractor as demonstrated by past performance under the contract, including, but not limited to, quality and timeliness.
- 2) Ordering of commodity under this contract shall be accomplished by issuance of a Purchase Order not less than 30 calendar days before the required delivery period except in the case of emergencies. In the case of an emergency, commodity may be ordered by telephone, facsimile, or electronic commerce. The Government shall confirm telephone requests in writing.
- 3) The Contractor may increase their stated monthly or delivery period capacity if the Government agrees to the capacity change. Changes to the capacity will not affect overall maximum contract quantity.
- 4) If the Contractor intends to use AMS for quality assurance, the Government shall allocate a minimum of three (3) truckloads per month to the Contractor unless a smaller quantity is requested by the consignee.
- 5) USDA may modify the allocation of products ordered under the contract because of changes in program requirements; provided USDA complies with the overall minimum-maximum amounts for the contract, and the contractor agrees to the change in allocations among pack sizes.
- 6) An agency official independent of the contracting officer will serve as the delivery order ombudsman. The ombudsman will review complaints from contractors and ensure contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The following individual has been appointed the delivery order ombudsman for contracts issued by this contracting activity.

Christine Gouger
USDA-AMS-Commodity Procurement
Procurement Policy and Service Contracting Division
PO Box 419205, Mailstop 8698
Kansas City, MO 64141-6205
Phone: 816.926.3379
Email: Christine.Gouger@usda.gov

Any contractor who is not satisfied with their complaint's resolution by a contracting activity ombudsman may request the Departmental Task Order Ombudsman to review the complaint. The Chief, Procurement Policy Division, Office of Procurement and Property Management, has been designated as the Departmental Task Order Ombudsman.

4A52.216-2 Compensation to the Contractor for Government Failure to Order Minimum Contract Amount

If the Government fails to order the minimum contract amount in contract clause 452.216-73, Minimum and Maximum Contract Amounts, the Contractor and Government expressly agree that the Government shall pay, and the Contractor shall accept, the sum of \$1,800.00 as payment in full and exclusive right and remedy for the Government not ordering the minimum contract amount.

(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)

4A52.214-70 Electronic Submission of Bids - This section supersedes the instructions at 4A52.214-70(c)(vi)

- (vi) An offer requires timely submission of all plant responses AND a vendor response.
 - 1. Plant response consists of:
 - a. STATE PRICES for applicable items in the Bid invitation item detail attributes section and
 - b. CERTIFICATION ANSWERS in the ATTRIBUTES section of the invitation header tab.
Important: Submission of the plant response just saves the data entered – the vendor response must also be submitted.
 - 2. Vendor response consists of:
 - a. Entering quantity CONSTRAINTS to limit the offer to a quantity to less than or equal to the maximum invitation quantity, and
 - b. Plant responses – submission of vendor response before the Offer Due Date and Time

also physically submits all previously submitted/saved plant responses. Failure to timely submit the vendor response will result in no offer for the applicable solicitation.

4A52.214-2 Basis of Offers

- 1) Offers shall be submitted as a differential price per pound to the CME Group (CME) barrel cheese cash market price for the Process cheese.
- 2) The Differential Price in WBSCM will accept positive, zero (\$0.0000), and negative offer prices (i.e., - \$0.0300). A blank price field will be interpreted as no offer for a particular state. A price of zero (\$0.0000) IS A VALID PRICE and is an offer of flat market price to the CME Group. Anticipated delivery cities by type and/or pack are identified elsewhere within this solicitation. Offerors are encouraged to enter a price for each state displayed on the Item Detail Attributes page.
- 3) The contract price for a delivery month shall be the total of the accepted differential price, PLUS the following economic price adjustment (EPA): the previous month average (PMA) of the CME Group cash barrel cheese trading as reported in USDA's *Dairy Market News*.
- 4) The month average for the PMA is a simple average of all the daily closing prices for barrel cheese during the calendar month of the CME Group cash trading. Previous month means the first full Gregorian calendar month before the first day of the delivery period on the contract delivery order.
- 5) In the event the CME Group prices are not available or do not accurately represent the market (as determined by the Government), the Government may use the Agricultural Marketing Service (AMS) cheese price series (or suitable replacement) as the basis for calculating the PMA value for barrel or block cheese.
- 6) Offerors may submit offers for less than the quantities indicated.

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a fixed-price, with economic price adjustment indefinite delivery indefinite quantity contract resulting from this solicitation.

(End of provision)

52.216-27 Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

452.216-72 Evaluation Quantities--Indefinite-Delivery Contract (Feb 1988)

To evaluate offers for award purposes, the Government will apply the offeror's proposed fixed-prices plus estimated cheese market price(s) to the estimated sales orders included in the solicitation in section I., and will add other direct costs, if applicable.

(End of provision)