

**DOMESTIC COMMODITY INVITATION – MOZZARELLA CHEESE
DESCRIPTION – 12-3J14-24-B-0630
BID INVITATION NUMBER – 2000010362**

TENDERING TEXT

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

- **This solicitation is subject to the attached USDA Commodity Requirements document Mozzarella Cheese (DMOZ7) dated August 2024.**
- **MSCP - This solicitation is subject to the attached AMS Master Solicitation for Commodity Procurements (MSCP) dated February 13, 2024.**
- **Products delivered under contracts awarded from this solicitation must be manufactured in a plant approved by USDA/Dairy Programs with the code C17. Products may be processed under code C52 or P11. Products processed under code P11 must originate from a plant with a C17 code. Plant approvals must be listed on the Dairy Programs website (<https://apps.ams.usda.gov/dairy/ApprovedPlantList/>), or documentation of the approval must be submitted as an attachment to your bid.**
- **PLEASE NOTE: EPA applied once a month – see 4A52.214-2 Basis of Offers**
- *****NEW PRODUCT WRAPPED PROCESSOR PACK 111791*****

Solicitation For Commercial Items

Solicitation Number: 200010362

Solicitation Issue Date: September 26, 2024

Issued and Administered By: United States Department of Agriculture, Agricultural Marketing Service, Commodity Procurement Program, 1400 Independence Ave SW S-0239 .Washington, DC 20250-0239

Sealed Bidding/Invitation for Bid

Offer due Date/Local Time: October 16, 2024 1:00 P.M. CT

Award Notification Date: By October 29, 2024 5:00 P.M. CT

Public Release of Award Date: By October 30, 2024 5:00 P.M. CT

Solicitation Information Contact:

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

This Acquisition is:

// Unrestricted

/x/ 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.

Contract Type:

/x/ Indefinite Delivery/Indefinite Quantity

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

Schedule of Supplies

Estimated Yearly Quantity	Minimum Contract Amount	Maximum Contract Amount
78,390,980 pounds	\$1800, 1 tuckload	88,004,630 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

	Frozen LMPS 30 Lbs. Box Shred - 100021	Frozen Lite 30 Lbs. Box Shreds - 100034	Frozen LMPS 8/6 Lbs. Loaves - 100022	Chilled LMPS Processor Pack (Totes) – 110244 UNWRAPPED	Chilled LMPS Processor Pack (Totes) – WRAPPED PRODUCT 111791
January	483,840	120,960	483,840	5,140,625	1,274,875
February	241,920	80,640	201,600	5,140,625	1,274,875
March	362,880	80,640	403,200	5,140,625	1,274,875
April	80,640	80,640	120,960	5,140,625	1,274,875
May		40,320		5,140,625	1,274,875
June				5,140,625	1,274,875
July	685,440	201,600	161,280	5,140,625	1,274,875
August	967,680	120,960	322,560	5,140,625	1,274,875
September	604,800	161,280	322,560	5,140,625	1,274,875
October	846,720	80,640	1,008,000	5,305,125	1,686,125
November	443,520	161,280	524,160	5,140,625	1,274,875
December	443,520	120,960	483,840	5,140,625	1,274,875
TOTAL	5,160,960	1,249,920	4,032,000	61,852,000	15,709,750

Estimated Destinations

CHEESE MOZ LM PART SKM SHRD FRZ BOX-30LB

Ship-To City	Ship-To State
BIRMINGHAM	AL
CLAYTON	AL
PHOENIX	AZ
DIXON	CA
LA MIRADA	CA
LOS ANGELES	CA
ONTARIO	CA
POMONA	CA
SACRAMENTO	CA
SAN FERNANDO	CA
AURORA	CO
PUEBLO WEST	CO
JACKSONVILLE	FL
PENSACOLA	FL
PORT ORANGE	FL
TAMPA	FL
CONYERS	GA
DOUGLAS	GA
LEESBURG	GA
DES MOINES	IA
WATERLOO	IA
NAMPA	ID
FORT WAYNE	IN
INDIANAPOLIS	IN
SOUTH BEND	IN
VINCENNES	IN
CHICOPEE	MA
TAUNTON	MA
WILMINGTON	MA
WORCESTER	MA
CHEVERLY	MD
AUGUSTA	ME
NEWPORT	MN
ST PAUL	MN
BILLINGS	MT
HELENA	MT
FARGO	ND
GRAND ISLAND	NE
LA VISTA	NE
CONCORD	NH
ALBUQUERQUE	NM
BRENTWOOD	NY
BUFFALO	NY
HALFMOON	NY
MALONE	NY
SYRACUSE	NY
YORKVILLE	NY
CINCINNATI	OH
CLEVELAND	OH
MILWAUKIE	OR

CHEESE MOZ LITE SHRED FRZ BOX-30 LB

Ship-To City	Ship-To State
LITTLE ROCK	AR
SPRINGDALE	AR
TEXARKANA	AR
VAN BUREN	AR
PHOENIX	AZ
DIXON	CA
ONTARIO	CA
SACRAMENTO	CA
ROCKY HILL	CT
SOUTH WINDSOR	CY
AUBURNDALE	FL
PENSACOLA	FL
GRANITE CITY	IL
BOWLING GREEN	KY
CYNTHIANA	KY
SHEPERDSVILLE	KY
BATON ROUGE	LA
ST MARTINVILLE	LA
LIVONIA	MI
ROMULUS	MI
KANSAS CITY	MO
CORINTH	MS
JACKSON	MS
CREEDMOOR	NC
SALISBURY	NC
NEWARK	NJ
VINELAND	NJ
CINCINNATI	OH
CLEVELAND	OH
MCALESTER	OK
MOOSIC	PA
SIOUX FALLS	SD
AUSTIN	TX
DALLAS	TX
HOUSTON	TX
PHARR	TX
SAN ANTONIO	TX
RIPLEY	WV

COAL TOWNSHIP	PA
DUNCANSVILLE	PA
PHILADELPHIA	PA
WILKES-BARRE	PA
CRANSTON	RI
FORT MILL	SC
LEXINGTON	SC
CHATTANOOGA	TN
JOHNSON CITY	TN
DALLAS	TX
HOUSTON	TX
PHARR	TX
SAN ANTONIO	TX
STAFFORD	TX
CLEARFIELD	UT
WEST JORDAN	UT
CULPEPPER	VA
MADISON HEIGHTS	VA
RICHMOND	VA
SUFFOLK	VA
ESSEX	VT
ALGONA	WA
FIFE	WA
SPOKANE VALLEY	WA
EAU CLAIRE	WI
MADISON	WI

CHEESE MOZ LM PART SKIM FRZ LVS-8/6 LB

Ship-To City	Ship-To State
CARSON	CA
LOS ANGELES	CA
ONTARIO	CA
POMONA	CA
SOUTH WINDSOR	CT
AUBURNDALE	FL
CHICOPEE	MA
TAUNTON	MA
WILMINGTON	MA
WORCESTER	MA
LIVONIA	MI
ROMULUS	MI
SODUS	MI
OMAHA	NE
BINGHAMTON	NY
BRENTWOOD	NY
BUFFALO	NY
HALFMOON	NY
MALONE	NY
SYRACUSE	NY
YORKVILLE	NY
CINCINNATI	OH

CHEESE MOZ LM PT SKM UNFZ PROC PK(41125)
UNWRAPPED 110244

Ship-To City	Ship-To State
CARSON	CA
SAN FERNANDO	CA
SANFORD	FL
BRUNSWICK	GA
BERKELEY	IL
SALINA	KS
FLORENCE	KY
AVON	MA
BROCKTON	MA
PEABODY	MA
LIVONIA	MI
ROMULUS	MI
WARREN	MI
LONDONDERRY	NH
CLEVELAND	OH
TROY	OH
CLACKAMAS	OR
NEW CASTLE	PA
WILKES-BARRE	PA
WALLER	TX

CLEVELAND	OH
GLADSTONE	OR
MILWAUKIE	OR
COAL TOWNSHIP	PA
DUNCANVILLE	PA
PHILADELPHIA	PA
YORK	PA

CHEESE MOZ LM PT SKIM UNFZ PROC PK (41125)
MATERIAL WRAPPED 1111791

Ship-To City	Ship-To State
VERNON	CA
JACKSONVILLE	FL
HODGKIN	IL
LAWRENCE	MA
GAYLORD	MI
PORTSMOUTH	NH
HARLINGEN	TX
PASEDNA	TX

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 eINV in WBSCM:

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

USDA Contracting Officer: Jenny Babiuch

II. Additional Provisions and Clauses for IDIQ Cheese Contracts

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (Nov 2021)

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.

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Jun 2020)

(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 Federal Acquisition Regulation (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 FAR [3.908](#).

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR [2.101](#) on the date of subcontract award.

(End of clause)

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
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.

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 ask 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.

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

(b) 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.

(c) 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.

B. Maximum EPA Price: If the previous week's average price for 40-block and/or barrel cheese exceeds \$2.25 per pound (referred to as the maximum price), the Government reserves the right to suspend ordering under the contract.

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 \$1800.00 as payment in full and exclusive right and remedy for the Government not ordering the minimum contract amount.

(End of Clause)

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) 40 pound block cheese cash market price for the Mozzarella 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 contract price for a delivery month shall be the total of the accepted differential price, PLUS the following economic price adjustment (EPA): the previous months average (PMA) of the CME 40 pound block cheese trading as reported in USDA's Dairy Market News.
- 4) The month average for the PMA is a simple average of all the closing prices for barrel cheese or block cheese during the month of the CME Group cash trading.
- 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 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)

4A52.216-72 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)