

**DOMESTIC COMMODITY INVITATION – PROCESS CHEESE
DESCRIPTION – 12-3J14-20-B-0689
BID INVITATION NUMBER – 2000007312**

TENDERING TEXT

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

- **This solicitation is subject to the attached Commodity Requirements Document Pasteurized Process American Cheese (DPPC5) dated September 2019.**
- **NEW - This solicitation is subject to the attached AMS Master Solicitation for Commodity Procurement (MSCP) dated August 13, 2020.**
- **Additional provisions and clauses for IDIQ Cheese Contracts are found in Part II of this tendering text document.**

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

1. Solicitation Number: 12-3J14-20-B-0689
2. Solicitation Issue Date: September 17, 2020
3. Issued and Administered By:
USDA-AMS-Commodity Procurement
Dairy, Grains, and Oilseeds 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: October 01, 2020 1:00 P.M. CT
6. Award Notification Date: By October 11, 2020 5:00 P.M. CT
7. Public Release of Award Date: By October 11, 2020 5:00 P.M. CT
8. Solicitation Information Contact:
Name: Caroline Russell
Telephone Number: 202-720-8764
E-mail: Caroline.Russell@usda.gov

9. This Acquisition is:

- /X/ 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.

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:

Indefinite Delivery/Indefinite Quantity

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

14. Schedule of Supplies

Estimated Yearly Quantity	Minimum Contract Amount	Maximum Contract Amount
39,362,400 pounds	1 truckload	48,351,200 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	Cheese Process SLC- LVS 6/5-LB Generic	Cheese Blend Amer SKM LVS 12/2-LB	Cheese Blend AM SKM SLC LVS 6/5-LB Generic	K Cheese Process WHT SLC LVS 6/5- LB
January	158,400	1,188,000	1,702,800	1,267,200	39,600
February	39,600	1,148,400	1,742,400	871,200	158,400
March	39,600	712,800	1,782,000	316,800	39,600
April	39,600	158,400	1,980,000	198,000	39,600
May	39,600	39,600	2,138,400	39,600	118,800
June	158,400	277,200	2,178,000	514,800	39,600
July	316,800	1,742,000	1,940,400	1,069,200	39,600
August	39,600	1,267,200	2,376,000	910,800	118,800
September	39,600	871,200	1,742,400	1,108,800	39,600
October	118,800	910,800	2,574,000	990,000	39,600
November	118,800	831,600	2,217,600	792,000	39,600
December	39,600	554,400	2,415,600	633,600	118,800
TOTAL	1,188,000	9,701,600	24,789,600	8,712,000	831,600

	Cheese Blend Amer Skm Yel Reg SLC LVS 6/5-LB	Cheese Process Reg LVS 6/5_LB
January	39,600	39,600
February	39,600	158,400
March	39,600	39,600
April	39,600	198,000
May	158,400	198,000
June	39,600	198,000
July	118,800	316,800
August	39,600	198,000
September	118,800	316,800
October	39,600	237,600
November	39,600	198,000
December	39,600	316,800
TOTAL	752,400	2,415,600

Estimated Destinations

CHEESE PROCESS LVS 6/5-LB

City	Ship-to State
FORT SMITH	AR
VAN BUREN	AR
PEMBROKE	
PARK	FL
BATON ROUGE	LA
NEW ORLEANS	LA
ST	
MARTINVILLE	LA
CINCINNATI	OH
CLEVELAND	OH
MCALESTER	OK
AUSTIN	TX
DALLAS	TX
HOUSTON	TX
PHARR	TX
SAN ANTONIO	TX

CHEESE PROCESS REG LVS-6/5 LB

City	Ship-to State
BLOOMFIELD	CT
WALLINGFORD	CT
NAMPA	ID

AUBURN	ME
KANSAS CITY	MO
HELENA	MT
FARGO	ND
TAHLEQUAH	OK

K CHEESE PROCESS WHT SLC LVS-6/5 LB

City	Ship-to State
MOONACHIE	NJ
WAYNE	NJ

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
CABOT	AR
CONWAY	AR
LITTLE ROCK	AR
ROGERS	AR
SPRINGDALE	AR
VAN BUREN	AR
DIXON	CA
ONTARIO	CA
POMONA	CA
SACRAMENTO	CA
SAN FERNANDO	CA
COLORADO	
SPRING	CO
GRAND JUNCTION	CO
PUEBLO WEST	CO
ROCKY HILL	CT
SOUTH WINDSOR	CT
DELAWARE CITY	DE
PEMBROKE PARK	FL
DES MOINES	IA
WATERLOO	IA
BERKELEY	IL
BOWLING GREEN	KY
CYNTHIANA	KY
LOUISVILLE	KY
OWENSBORO	KY
SHEPERDSVILLE	KY
CHICOPEE	MA
TAUNTON	MA
WILMINGTON	MA
WORCESTER	MA
CANTON	MI
WYOMING	MI
NEWPORT	MN
BATESVILLE	MS
CORINTH	MS
JACKSON	MS
BILLINGS	MT
CREEDMOOR	NC

SALISBURY	NC
FARGO	ND
GRAND ISLAND	NE
LA VISTA	NE
OMAHA	NE
CONCORD	NH
ALBUQUERQUE	NM
BINGHAMTON	NY
BRENTWOOD	NY
BUFFALO	NY
HALFMOON	NY
MALONE	NY
SYRACUSE	NY
YORKVILLE	NY
CINCINNATI	OH
CLEVELAND	OH
SPRINGFIELD	OH
MCALESTER	OK
MILWAUKIE	OR
COAL TOWNSHIP	PA
DUNCANSVILLE	PA
IMPERIAL	PA
MOOSIC	PA
PHILADELPHIA	PA
WILKES-BARRE	PA
CRANSTON	RI
COOKEVILLE	TN
KNOXVILLE	TN
AUSTIN	TX
DALLAS	TX
HOUSTON	TX
LUBBOCK	TX
PHARR	TX
SAN ANTONIO	TX
WEST JORDAN	UT
ESSEX	VT
RIPLEY	WV
CASPER	WY

CHEESE BLEND AMER SKM LVS-12/2 LB

City	Ship-to State
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BETHEL HEIGHTS	AR	CADILLAC	MI
FORT SMITH	AR	CARO	MI
NORFORK	AR	CLARE	MI
PHOENIX	AZ	COMSTOCK PARK	MI
TUCSON	AZ	DETROIT	MI
EXETER	CA	FLINT	MI
GARDEN GROVE	CA	GRAND RAPIDS	MI
LOS ANGELES	CA	LANSING	MI
MODESTO	CA	OSSINEKE	MI
SACRAMENTO	CA	VULCAN	MI
SAN DIEGO	CA	CROOKSTON	MN
SAN FRANCISCO	CA	GRAND RAPIDS	MN
SAN JOSE	CA	MAPLEWOOD	MN
SANTA ROSA	CA	ROCHESTER	MN
DENVER	CO	BRIDGETON	MO
CLEARWATER	FL	COLUMBIA	MO
JACKSONVILLE	FL	KANSAS CITY	MO
ORLANDO	FL	SIKESTON	MO
TAMPA	FL	SPRINGFIELD	MO
NAMPA	ID	ST JOSEPH	MO
CHICAGO	IL	JACKSON	MS
GENEVA	IL	HELENA	MT
BLOOMINGTON	IN	ALBUQUERQUE	NM
EVANSVILLE	IN	FARMINGTON	NM
FORT WAYNE	IN	LAS CRUCES	NM
INDIANAPOLIS	IN	ROSWELL	NM
LAFAYETTE	IN	LAS VEGAS	NV
MERRILLVILLE	IN	BRENTWOOD	NY
MUNCIE	IN	ELMSFORD	NY
SOUTH BEND	IN	SYRACUSE	NY
TERRE HAUTE	IN	CINCINNATI	OH
LOUISVILLE	KY	DAYTON	OH
WINCHESTER	KY	FAIRFIELD	OH
DELHI	LA	LIMA	OH
NEW ORLEANS	LA	LOGAN	OH
BOSTON	MA	SPRINGFIELD	OH
HATFIELD	MA	TOLEDO	OH
LOWELL	MA	DELMONT	PA
BALTIMORE	MD	DUQUESNE	PA
AUBURN	ME	ERIE	PA
BATTLE CREEK	MI	HARRISBURG	PA
BENTON HARBOR	MI		

JENKINS TOWNSHIP PA
 NAZARETH PA
 PHILADELPHIA PA
 AIKEN SC
 GREENVILLE SC
 NO CHARLESTON SC
 AMARILLO TX
 AUSTIN TX
 BEAUMONT TX
 EL PASO TX
 HOUSTON TX
 LAREDO TX
 LUBBOCK TX
 ODESSA TX
 PHARR TX
 PLANO TX
 SAN ANTONIO TX
 TYLER TX
 SALEM VA
 MILWAUKEE WI
 GASSAWAY WV
 HUNTINGTON WV

PENSACOLA FL
 ATLANTA GA
 CLEVELAND GA
 CONYERS GA
 DOUGLAS GA
 LEESBURG GA
 WARNER ROBINS GA
 GRANITE CITY IL
 FORT WAYNE IN
 INDIANAPOLIS IN
 SOUTH BEND IN
 VINCENNES IN
 CYNTHIANA KY
 SHEPERDSVILLE KY
 BATON ROUGE LA
 MONROE LA
 ST MARTINVILLE LA
 AUGUSTA ME
 NEWPORT MN
 KANSAS CITY MO
 BATESVILLE MS
 HELENA MT
 CREEDMOOR NC
 SALISBURY NC
 FARGO ND
 NEWARK NJ
 VINELAND NJ
 BRENTWOOD NY
 HALFMOON NY
 CINCINNATI OH
 CLEVELAND OH
 COAL TOWNSHIP PA
 DUNCANSVILLE PA
 PHILADELPHIA PA
 FORT MILL SC
 LEXINGTON SC
 SIOUX FALLS SD
 CHATTANOOGA TN
 COOKEVILLE TN
 JOHNSON CITY TN
 KNOXVILLE TN
 AUSTIN TX

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

City	Ship-to State
BIRMINGHAM	AL
CLANTON	AL
VAN BUREN	AR
PHOENIX	AZ
DIXON	CA
INGLEWOOD	CA
LOS ANGELES	CA
ONTARIO	CA
POMONA	CA
SAN DIEGO	CA
VERNON	CA
PUEBLO WEST	CO
DELAWARE CITY	DE
AUBURNDALE	FL
JACKSONVILLE	FL

DALLAS	TX	CLEARFIELD	UT
EL PASO	TX	CULPEPER	VA
HOUSTON	TX	MADISON	
LUBBOCK	TX	HEIGHTS	VA
PHARR	TX	RICHMOND	VA
SAN ANTONIO	TX	SUFFOLK	VA
		RIPLEY	WV

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

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

Section of Public Law Program Name

- /x/ 32/6E The National School Lunch Program
- /x/ 32/6E Child and Adult Care Feeding Programs
- /x/ 32/6E Summer Food Service Program
- /x/ 311 Nutrition Services Incentive Program
- /x/ 4A Food Distribution Program on Indian Reservations
- /x/ 17 Commodity Supplemental Food Program
- /x/ 104 The Emergency Food Assistance Program

16. 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.

17. The following documents are required to be attached to the ASN in WBSCM:

- Bill of Lading
- Certificate of Analysis
- Proof of Delivery or a Contractor's Invoice Certification

18. USDA Contracting Officer

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

II. Additional Provisions and Clauses for IDIQ Cheese Contracts

52.212-4 Contract Terms and Conditions – Commercial Items (Oct 2018)

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 (June 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
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 1/01/2020 through 12/31/2020.
(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, 2020.

(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 12/31/2021.

(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.

- B. Maximum EPA Price: If the previous month'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 \$1,800.00 as payment in full and exclusive right and remedy for the Government not ordering the minimum contract amount.

(End of Clause)

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:
 - i. the seal listed on the Bill of Lading does not match the seal number recorded on the trailer;
 - ii. the seal is broken;
 - iii. the seal is missing, or
 - iv. 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). AMS 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
Darrell DeMont
(630) 297-5030

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)

4A52.214-1 Electronic Submission of Bids – Addendum

(c) WBSCM Offer Information

- (i) Work Instruction for LTC offer submission may be found at: <https://www.ams.usda.gov/selling-food/wbscm> under “Pre-Award Processes: Submitting Offers,” document named “Submitting an Offer on Long-Term/RFP Solicitations.”
- (ii) Prospective contractors are responsible for starting the applicable processes early in the offering period and completing the applicable processes soon enough to ensure that their offer, modification, or withdrawal is received by the exact time specified herein for receipt of offers. Offer submission may include processes, such as: register vendor, authorize user access and roles, create eAuthentication account, accept WBSCM rules of behavior, register plants, assign users to plants, save plant responses and submit vendor response (offer).
- (iii) Quantities will be awarded in increments of USDA standard truckload quantities, subject also to the offer’s quantity constraints. Quantity constraints shall be entered in pounds.
- (iv) Constraints - AMS does not allow offerors to enter minimum constraints, but allows entering maximum constraints. AMS may award any volume up to the maximum constraints submitted by the offeror. Any minimums submitted will not be accepted.
- (v) Award(s) documents will be available on the Vendor’s Supplier Self-Service Page in WBSCM by the date specified in the Solicitation.

(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.

(vii) It is imperative that the offeror verify the accuracy of their offer. The offer/quote may be printed from the WBSCM portal path Supplier>Bid Management>Vendor Response Log.

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)

4A52.226-1 Farmer-Owned Cooperatives Participation

(a) In order to implement statutory requirements, farmer-owned cooperatives, regardless of their size status as a large or small business according to the Small Business Administration's (SBA) categorizations, will not be prohibited from participation in commodity purchases made with USDA funds (7 U.S.C 2209f).

(b) To comply with the statutory requirement stated in paragraph (a), all responsible (*See FAR 9.104-1*) farmer-owned cooperatives' offers will be considered for award of commodity contracts, using the evaluation criteria set forth in the solicitation, including the portions of solicitations normally restricted to small business concerns.

(c) In order to be eligible for consideration on the set-aside portions of a commodity purchase, farmer-owned cooperatives must certify their business type as either a "large farmer-owned cooperative" or "small farmer-owned cooperative," as determined using SBA size standards, when submitting an offer.

(d) The *nonmanufacturer rule* defined in FAR Part 19 applies to any subcontracting arrangements.

(e) Large farmer-owned cooperatives are not eligible to be considered for, or receive, price evaluation preferences specific to certain special categories of small businesses, such as HUBZones or small disadvantaged businesses.

(f) An offer from a small business to supply manufactured products of small and large businesses shall be divided and submitted separately using separate WBSCM logon ID's. An offer from a farmer-owned cooperative large business to supply manufactured products of both a small business and other than small shall be divided and submitted separately using separate WBSCM logon ID's.

(End of provision)