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United States
Department of
Agriculture

October 21, 2009

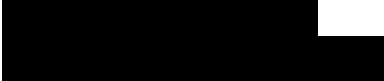
Control

Number: 80-003-2009-000085

Farm and Foreign
Agricultural Services

Farm Service
Agency

Mr. John Greenewald, Jr.



Management
Services Division
P.O. Box 419205
Kansas City,
Missouri
64141-6205

Dear Mr. Greenewald:

This is in response to your Freedom of Information Act (FOIA) request dated July 20, 2009, assigned control number 80-003-2009-000085.

In response to your request, we located and are releasing, in full, "all documents pertaining to contract AGDPDVVDOC02503; include, but not limited to, the contract itself, the work order, any letters, memos, electronic files, [email communications, etc.] proposals, and any other documents that may relate to this contract and work order and work itself." Portions of 156 pages fell outside of the scope of your request, as they relate to a different contract, and have been removed. They are marked "Out of Scope."

However, because we have classified your request as a media-use request, you are entitled not to be charged for the cost of searching for responsive documents, and to receive the first 100 pages of duplication without charge. Therefore, your fee for the processing of this request is \$37.60.

Please be advised that as a media requester your fee has been waived. Therefore, you will not be charged for any portion of the FOIA processing fees that would otherwise be applicable in the processing of this request.

Please contact the Management Services Division (MSD) Kansas City FOIA (KC FOIA) Team if you have any questions concerning your FOIA/PA request. You can reach FOIA Specialist Barbara Clark at 816-926-2636, FOIA Specialist Amber Ross at 816-926-6371 or the entire MSD KC FOIA Team at the group email address RA.mokansasc2.fsakcfoia@one.usda.gov.

Sincerely,

John W. Underwood

John W. Underwood
FSA Privacy Act Officer / FSA PII Officer
Chief, Information Management Section

Attachment



BBS-Internet/GroupWise Approval

Approval			
Title	Initials	Signature	Date
CO Reports Desk	<i>[Handwritten initials]</i>	<i>[Handwritten signature]</i>	5/21/09
Branch Chief	<i>[Handwritten initials]</i>	<i>[Handwritten signature]</i>	5/21/09
Division Chief	ACTING	<i>[Handwritten signature]</i>	
Return Approved Document to:			
ATTN: Marlyn Ziegler or Hilary Cole			
Document Location			
Loader ID: MJZiegler or H. Cole			
Path: I:\DPD-Internal\DMB\Dairy Products Team\ARRA\PCAARRA1-001.doc			
File Name: PCAARRA1-001.doc			
BBS Loaded			
Date:			
Time:			
Loader:			

CC
MS

RECOVERY ACT

ARRA1

INVITATION; 001 DATE 5/21/09

THE KANSAS CITY COMMODITY OFFICE (KCCO) ANNOUNCED TODAY THE AWARD OF CONTRACTS FOR PROCESS AMERICAN CHEESE AND MOZZARELLA CHEESE UNDER INVITATION FOR BID ARRA1-001, FOR DELIVERY JUNE 1, 2009, THROUGH AUGUST 31, 2009 DELIVERIES.

NO OFFERS WERE RECEIVED FOR NATURAL AMERICAN CHEESE.

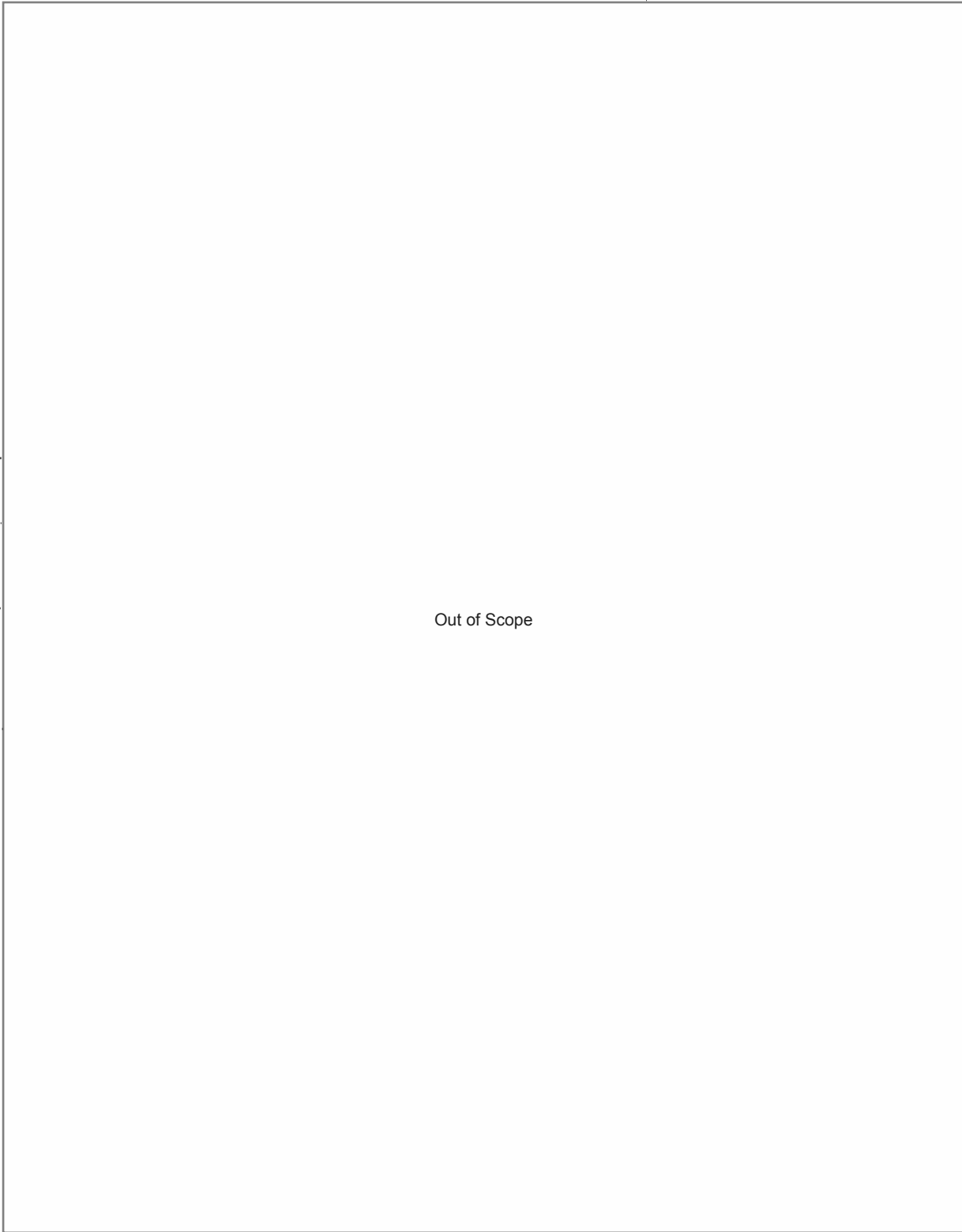
THE SET-ASIDE QUANTITIES WERE AWARDED TO ELIGIBLE BUSINESS CONCERNS.

NO FURTHER OFFERS WILL BE CONSIDERED UNDER INVITATION FOR BID ARRA1-001.

THE CONTRACTING OFFICER GREATLY APPRECIATES THE INTEREST EACH OFFEROR HAS SHOWN IN SUBMITTING ITS OFFER TO SUPPLY AGRICULTURAL COMMODITIES FOR USDA'S DOMESTIC FOOD DISTRIBUTION PROGRAM. ADDITIONAL INFORMATION MAY BE OBTAINED FROM THE KCCO, P.O. BOX 419205, K.C., MO 64141-6205, TELEPHONE 816-926-6620.

CONTRACT COMMODITY	CONTRACTOR PACK SIZE	QTY (LBS)	DEST ST SBA	PRICE/LBS TRANS MODE (IDENT. BIDS *)
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Out of Scope



Out of Scope

VDOC02503 MICELI DAIRY PRODUCTS
2721 E 90TH ST
CLEVELAND OH 441043301

CHEESE, MOZZARELLA, LMPS
12/1 LVS, UNFRZN

36,432	MI	SBA	1.85000	T
21,252	OH	SBA	1.85000	T
9,108	MI	SBA	1.85000	T

51,612	OH	SBA	1.85000	T
63,756	MI	SBA	1.85000	T
36,432	GA	SBA	1.86000	T
18,948	WI	SBA	1.86000	T
36,432	MN	SBA	1.86000	T
53,916	WI	SBA	1.86000	T
36,432	NY	SBA	1.86000	T
36,432	FL	SBA	1.87000	T
36,432	NY	SBA	1.87000	T
182,160	FL	SBA	1.87000	T
36,432	MN	SBA	1.87000	T
72,864	FL	SBA	1.87000	T
109,296	TX	SBA	1.88000	T

TOTAL CONTRACT QTY 837,936

TOTAL VALUE 1,562,568.48

***** SUMMARY *****

COMM/PACK DESC	SBA	TOTAL LBS	PRICE/LBS	TOTAL EXPENDITURE
MOZZARELLA, LMPS	SBA	837,936	1.85000 - 1.88000	\$ 1,562,568.48

Out of Scope

MAY 21 2009

10:59

5155254130

MICELI DAIRY

Fax 216-231-2504

May 21 2009 03:04pm P002/004



United States
Department of
Agriculture

Farm and Foreign
Agricultural
Services

Farm Service
Agency

Kansas City
Commodity Office
P.O. Box 419205
Kansas City,
Missouri
64141-9205

DATE: May 20, 2009

TO: Hilary Cole, Contracting Officer's Representative

FROM: Linda N. Belton, USDA Contracting Officer

SUBJECT: Appointment of Contracting Officer's Representative
Contract # VDOC02503, Miceli Dairy Products

Delegation of Authority

You are hereby designated as a USDA, Farm Service Agency Contracting Officer's Representative (COR) for the administration of Dairy and Multi-food Branch and Domestic Procurement Division contracts. As the COR, you are empowered, and responsible, to perform the functions detailed below:

- a) Know and understand the terms of each contract for the supply of processed food products. You are entitled to strict compliance with all contractual requirements. Discuss any unclear areas with the Contracting Officer (CO) or the Administrative Contracting Officer (ACO).
- b) Know the scope of your authority and the limitations listed below. Use good judgment and reasonable care in exercising your authority.
- c) Safeguard the Contractor's proprietary business and technical information. Proprietary information may include proposal pricing, technical documentation, or personnel data. Anytime you are uncertain if information is proprietary or not, obtain the CO's or ACO's advice prior to releasing the information.
- d) Monitor the Contractor's performance on the contract to ensure compliance with requirements of the contract and notify the CO or ACO of your findings.
- e) Maintain an organized contract file. Your file should contain the basic contract, all modifications, and copies of all other documentation (for example, telephone records, memoranda, reports, invoices, etc.) and detailed notes regarding both satisfactory and unsatisfactory performance. These notes should be recorded as soon as possible after your finding. There are no "off the record" conversations with a Contractor. In regards to contract performance, make a written record of all communication with contractor personnel.
- f) Be the single point of contact with the Contractor under the contract, with the exception of the technical support staff which assists with monitoring the contractor's performance. Other than the CO, ACO, or COR, only individuals with written authorization from you may contact the Contractor and then only within the written authority furnished by you.

- g) Coordinate the review and approval of any contract change requests. This includes the Government's determination whether the contract modification is a deficiency (to be corrected by the Contractor at no additional cost) or a proposed change to the contract specifications. Recommend to the CO or ACO whether the proposed change is covered by the current contract or whether it represents additional work that requires negotiation of a new contract.
- h) Provide clarification and inquiry assistance to the Contractor on contract technical matters.
- i) Provide the CO or ACO with Independent Government Cost Estimates (IGCE) for all contract actions where price is impacted.
- j) As the COR, you are responsible for the Procurement Integrity Act (Far 3.104).
- k) If a deliverable is not in compliance with the contract, determine whether the breach is a minor nonconformance (acceptable with a price decrease) or a substantive nonconformance (an unacceptable breach of contract specifications).
- l) Furnish the CO or ACO with copies of all required reports and correspondence.
- m) Notify the CO or ACO in writing whenever you become aware of any change in your position that will end your appointment as COR.

Contracting Officer Approval

In performing the duties of the COR and particularly when clarifying specifications to the Contractor implementing the scope of work, your instructions are considered directions of the Contracting Officer's Representative (COR). Therefore, any assistance you provide which may result in modification of:

- a) the scope of work;
- b) existing prices;
- c) time of performance or delivery dates;
- d) any representations of authority on the part of the COR, whether explicit or implicit, to materially change or interpret contract clauses or terms, or,
- e) any other terms and conditions of the contract shall not be binding on the Government unless, and until, such Contracting Officer approval is provided.

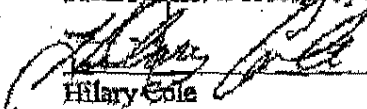
Limitations

In regards to the preceding paragraph, you are not authorized to perform any of the following, either formally or informally:

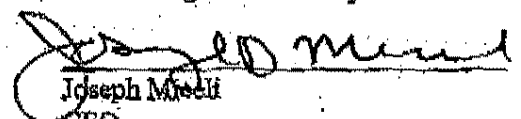
- a) Award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract.
- b) Obligate in any way the payment of money by the Government. The Contracting Officer is the only one who is authorized to obligate funds on this or any other contract.
- c) Change any delivery terms of the contract, other than routine destination changes.
- d) Make any final decision on any contract matter subject to the Disputes Clause (FAR 52.233-1).
- e) Terminate for any reason the Contractor's right to proceed.
- f) Provide any supervisory assistance or instructions regarding how to perform work under the contract to the Contractor. The Contractor is responsible for the successful performance of this contract.
- g) Unless the contract specifically identifies Government furnished items or information, none should be given. If the Contractor formally asks for instruction and the Contracting Officer approves, an appropriate reduction in contract price should be recommended.

When performing your duties under this designation, you shall constantly stress protection of the Government's interests. Similarly, you shall avoid any act that places yourself in any real or apparent conflict-of-interest position, tends to compromise the Government, or which will impair confidence in the Government's integrity.


Please indicate receipt by signing and dating.


 Hilary Cole
 Contracting Officer's Representative

5/21/09
 Date


 Joseph Miceli
 CEO

5/21/09
 Date


 Linda N. Bolton
 Contracting Officer

5/21/09
 Date

DEBES - BID OFFERS**Announcement/Invitation:** ARRA1 /001 - AMD 02**Status:** Opened**Open Date/Time:** 5/19/2009 - 9:00:00 am**Quantity Requested:**

CHEESE, CHED WHT, RDU FAT ,12/2 LBS	1584000 LBS
CHEESE, CHED YEL, RDU FAT ,12/2 LBS	3960000 LBS
CHEESE, CHED YEL, RDU FAT ,4/10 LB	39950 LBS
CHEESE, MOZZARELLA, LUMPS ,12/1 LVS,UNFRZN	1457280 LBS
BLND-AMERCN & SKIM MLK CHEESES,12/2 LB LOAVES	5385600 LBS
BLND-AMERCN & SKIM MLK CHEESES,6/5# SLC YELLOW	1584000 LBS
Total Quantity Requested:	14010830 LBS

Vendor	Plant/Shipping Location	Commodity Type/Pack	Ship/Delivery Period	Quantity Offered	Price Range Offered
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Out of Scope

Out of Scope

2071800 MICELI DAIRY PRODUCTS	01 - 2721 E 90TH ST CLEVELAND , OH	CHEESE, MOZZARELLA, LUMPS , 12/1 LVS,UNFRZN	06/01/2009- 06/15/2009	145728	1.8500- 1.8600
			06/16/2009- 06/30/2009	109296	1.8500- 1.8800
			JUN Total	255024	
			07/01/2009- 07/15/2009	36432	1.8800- 1.8800
			07/16/2009- 07/31/2009	145728	1.8500- 1.8800
			JUL Total	182160	
			08/01/2009- 08/15/2009	218592	1.8700- 1.8700
			08/16/2009- 08/31/2009	182160	1.8500- 1.8700
			AUG Total	400752	

Out of Scope

DEBES - BID LOG**Announcement/Invitation:** ARRA1 /001 - AMD 02, RECOVERY ACT**Status:** Opened**Open Date/Time:** 5/19/2009 9:00:00 am

Vendor	CCR Status/ Expiration Date	Bid Date/ Time	Size/ Type	Stat	Plant/Shipping Location
Out of Scope					
2071800 MICELI DAIRY PRODUCTS	02/10/2010	5/18/2009 9:50:09 am	SM	PR	01 - 2721 E 90TH ST CLEVELAND, OH

* Business size/type designation has changed

Bid Description	Bid Totals
Out of Scope	

DEBES - BID REGISTER**Announcement/Invitation:** ARRA1 /001 - AMD 02, RECOVERY ACT**Open Date/Time:** 5/19/2009 9:00:00 am

Vendor Name	Vendor ID	Size/Type	Plant/Shipping Location
Out of Scope			
MICELI DAIRY PRODUCTS	2071800	SM	01 - 2721 E 90TH ST CLEVELAND, OH

DEBES - BID CERTIFICATION SUMMARY

Announcement/Invitation: ARRA1 /001 -
AMD 02

Open Date/Time: 5/19/2009 9:00:00 am

<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Size/Type</u>
Out of Scope		
MICELI DAIRY PRODUCTS	2071800	SM

*Business size/type designation has changed

1) Annual Representations and Certifications (FAR 52.204-8(b)): The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. (Continued in question 01A.)

<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Certification Answer#1</u>
Out of Scope		
MICELI DAIRY PRODUCTS	2071800	Yes

1A) After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (OFFEROR TO INSERT CHANGES; IDENTIFYING CHANGE BY CLAUSE NUMBER, TITLE, AND DATE). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, complete, as of this date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA. ENTER N/A IF THERE ARE NO CHANGES.

<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Certification Answer#1A</u>
Out of Scope		
MICELI DAIRY PRODUCTS	2071800	N/A

2) Amendments to Solicitation: If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by identifying the amendment number and date in the space provided: (ENTER N/A IF NOT APPLICABLE.)

<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Certification Answer#2</u>
Out of Scope		
MICELI DAIRY PRODUCTS	2071800	Amendment 1 Amendment 2 Amendment 3

3) All USDA contracts with the offeror that have a Not-Later-Than date prior to this offer opening.

<u>Vendor Name</u>	<u>Vendor ID</u>	<u>Certification Answer#3</u>
Out of Scope		
MICELI DAIRY PRODUCTS	2071800	Have been delivered

4) The offeror certifies that the commercial-brand product to be delivered has a history of successful distribution and use in domestic commercial channels, is sold on the commercial market, and has an established level of consumer acceptance. Insert the commercial brand names(s) offered.

Submitted at: 5/18/2009 - 9:50:09 am Central Time

MICELI DAIRY PRODUCTS
2721 E 90TH ST
CLEVELAND , OH 44104-3301

ARRA1 /001 AMD 02, RECOVERY ACT

Authorized Changes and Comments						
Date	Time	USDA ID	Comments			
Plant 01-MICELI DAIRY PRODUCTS , 2721 E 90TH ST , CLEVELAND , OH						
CHEESE, MOZZARELLA, LUMPS						
Line Item	Pack Size	Destination	Delivery Period	Quantity	Price/LBS	Trans Mode
9144	12/1 LVS,UNFRZN	ATLANTA , GA	06/01/2009 - 06/15/2009	36432	1.8600	Truck
9145	12/1 LVS,UNFRZN	ELMIRA , MI	06/01/2009 - 06/15/2009	36432	1.8500	Truck
9146	12/1 LVS,UNFRZN	BUFFALO , NY ROCHESTER , NY	06/01/2009 - 06/15/2009	18216 18216	1.8600	Truck
9149	12/1 LVS,UNFRZN	MILWAUKEE , WI	06/01/2009 - 06/15/2009	36432	1.8600	Truck
9150	12/1 LVS,UNFRZN	DETROIT , MI ELMIRA , MI WESTLAND , MI	06/16/2009 - 06/30/2009	9108 18216 9108	1.8500	Truck
9151	12/1 LVS,UNFRZN	MAPLEWOOD , MN ST CLOUD , MN	06/16/2009 - 06/30/2009	25464 10968	1.8700	Truck
9153	12/1 LVS,UNFRZN	FORT WORTH , TX	06/16/2009 - 06/30/2009	36432	1.8800	Truck
9156	12/1 LVS,UNFRZN	DALLAS , TX	07/01/2009 - 07/15/2009	36432	1.8800	Truck
9159	12/1 LVS,UNFRZN	BATTLE CREEK , MI FLINT , MI WARREN , MI	07/16/2009 - 07/31/2009	9120 14592 12720	1.8500	Truck
9160	12/1 LVS,UNFRZN	MAPLEWOOD , MN ST CLOUD , MN	07/16/2009 - 07/31/2009	25464 10968	1.8600	Truck
9161	12/1 LVS,UNFRZN	DALLAS , TX	07/16/2009 - 07/31/2009	36432	1.8800	Truck
9162	12/1 LVS,UNFRZN	DARIEN , WI EAU CLAIRE , WI	07/16/2009 - 07/31/2009	18948 17484	1.8600	Truck
9163	12/1 LVS,UNFRZN	MILTON , FL WINTER HAVEN , FL	08/01/2009 - 08/15/2009	18900 17532	1.8700	Truck

9164	12/1 LVS,UNFRZN	WINTER HAVEN , FL	08/01/2009 - 08/15/2009	36432	1.8700	Truck
9165	12/1 LVS,UNFRZN	WINTER HAVEN , FL	08/01/2009 - 08/15/2009	36432	1.8700	Truck
9166	12/1 LVS,UNFRZN	WINTER HAVEN , FL	08/01/2009 - 08/15/2009	36432	1.8700	Truck
9167	12/1 LVS,UNFRZN	WINTER HAVEN , FL	08/01/2009 - 08/15/2009	36432	1.8700	Truck
9168	12/1 LVS,UNFRZN	HAUPPAUGE , NY	08/01/2009 - 08/15/2009	36432	1.8700	Truck
9171	12/1 LVS,UNFRZN	WINTER HAVEN , FL	08/16/2009 - 08/31/2009	36432	1.8700	Truck
9172	12/1 LVS,UNFRZN	WINTER HAVEN , FL	08/16/2009 - 08/31/2009	36432	1.8700	Truck
9173	12/1 LVS,UNFRZN	WINTER HAVEN , FL	08/16/2009 - 08/31/2009	36432	1.8700	Truck
9174	12/1 LVS,UNFRZN	CINCINNATI , OH LIMA , OH	08/16/2009 - 08/31/2009	27324 9108	1.8500	Truck
9175	12/1 LVS,UNFRZN	DAYTON , OH FAIRFIELD , OH LOGAN , OH	08/16/2009 - 08/31/2009	12144 13848 10440	1.8500	Truck

High Bid Price: 1.8800 Line Item: 9153

Low Bid Price: 1.8500 Line Item: 9145

Sum of Bid Prices: 42.8900

Constraints					
Const #	Min Qty	Max Qty	Plant Location	Delivery Period	Product
1		837936	01 -MICELI DAIRY PRODUCTS	Total for ALL Delivery Periods	CHEESE, MOZZARELLA, LUMPS , 12/1 LVS,UNFRZN

Certifications	
Question	Answer
Projected CCR Status at Bid Open: Active Corporate DUNS#: 004225801-0000 CCR Expiration Date: 02/10/2010	
Is the Corporate DUNS# Displayed Above Correct?: (You answered) YES	
For this bid your company is designated as: SMALL BUSINESS	
01) Annual Representations and Certifications (FAR 52.204-8(b)): The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov . (Continued in question 01A.)	Yes
01A) After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced	

for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (OFFEROR TO INSERT CHANGES, IDENTIFYING CHANGE BY CLAUSE NUMBER, TITLE, AND DATE). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, complete, as of this date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on QRCA. ENTER N/A IF THERE ARE NO CHANGES.	N/A
02) Amendments to Solicitation: If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by identifying the amendment number and date in the space provided: (ENTER N/A IF NOT APPLICABLE.)	Amendment 1 Amendment 2 Amendment 3
03) All USDA contracts with the offeror that have a Not-Later-Than date prior to this offer opening.	Have been delivered
04) The offeror certifies that the commercial-brand product to be delivered has a history of successful distribution and use in domestic commercial channels, is sold on the commercial market, and has an established level of consumer acceptance. Insert the commercial brand names(s) offered.	MICELI
05) All nonmanufacturers must furnish to the Government, at the time of the offer, the name, address, phone number, and business size (i.e., large or small) of the supplier. If the offeror is a manufacturer, insert N/A.	N/A
06) Insert name, title, fax number and telephone number(s) of person submitting the offer.	JOSEPH D. MICELI, CEO, 216-791-6222 EXT 111, FAX 216- 231-2504
07) For quantity offered, list all plants offeror intends to use:	MICELI DAIRY PRODUCTS COMPANY, 2721 EAST 90TH STREET, CLEVELAND, OH 44104
08) Name of Laboratory:	SILLIKER LAB & MICELI LAB
09) Please provide one email address for emailing of Notices to Deliver.	bwest@miceli- dairy.com
10) Offeror certifies either its quality control system(s) conforms to the higher-level quality standards in contract clause 52.246-11, "Higher-Level Contract Quality Requirement" or official inspection by USDA/Agricultural Marketing Service, Dairy Grading Program.	Yes, 523246-11
11) The offeror certified that they have had read and understand all requirements associated with The American Recovery and Reinvestment Act (FAR 52.204-11, 52.203-15, 52.212-5 Alt II, 52.214-26 Alt I, 52.244-6)	Yes

High Bid Price: 1.8800 Plant: 01 Line Item: 9153

Low Bid Price: 1.8500 Plant: 01 Line Item: 9145

Sum of Bid Prices: 42.8900

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

Out of Scope

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USDA Electronic Complaints

USDA
Welcome Hilary Cole | Log
Role(s): Read Only
Training Site Map Links Reports

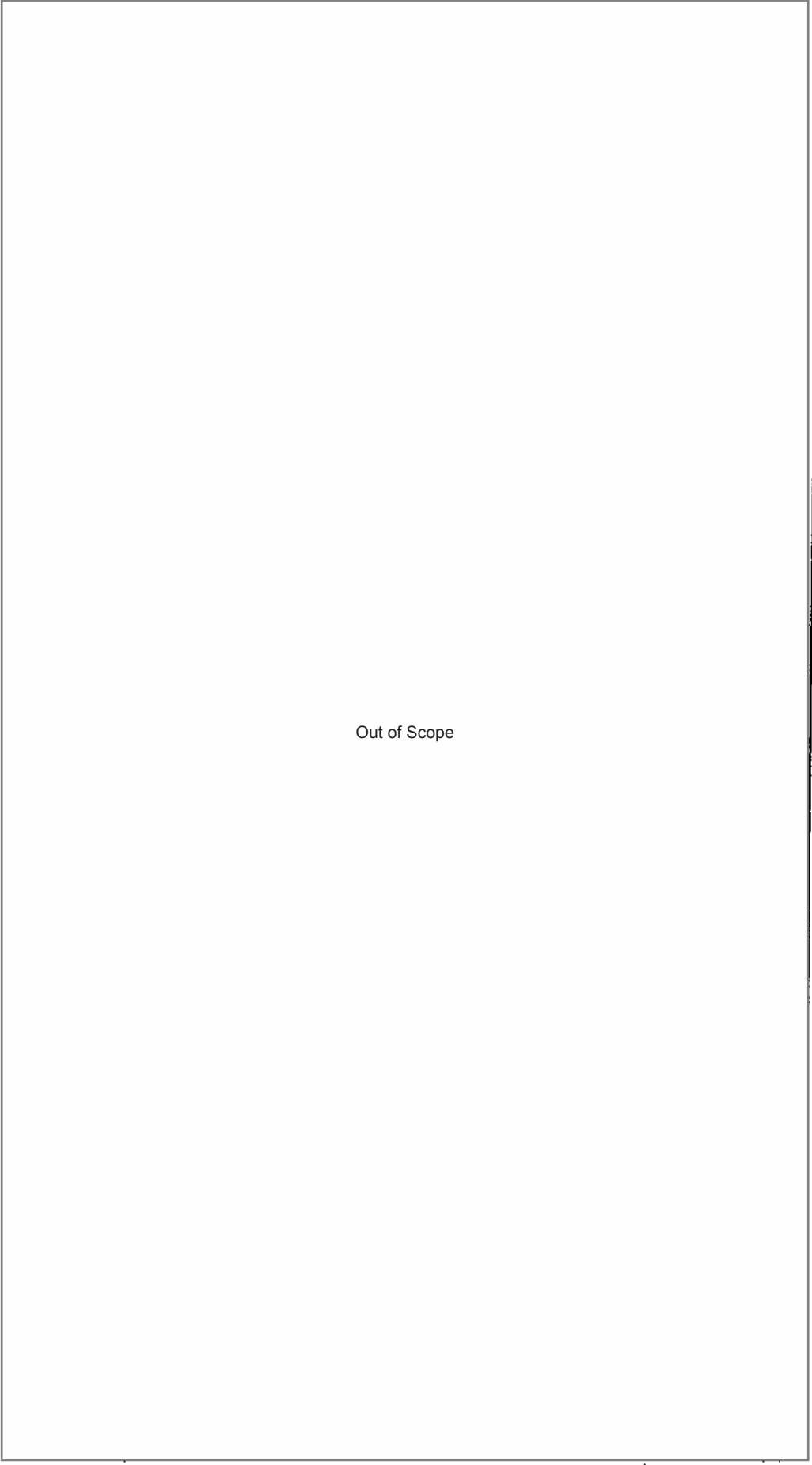
My Account

My Account > View Complaint - Search > View Complaint - Listing

View Complaint - Listing

To view complaint information, select the appropriate View Detail link. Select Back to return to the View Complaint - Search page.

Product Catalog
of Scope



Out of Scope

Out of Scope

5/20/2009

https://ecos.usda.gov/complaint/complaint_view_list.jhtml?requestid=3843

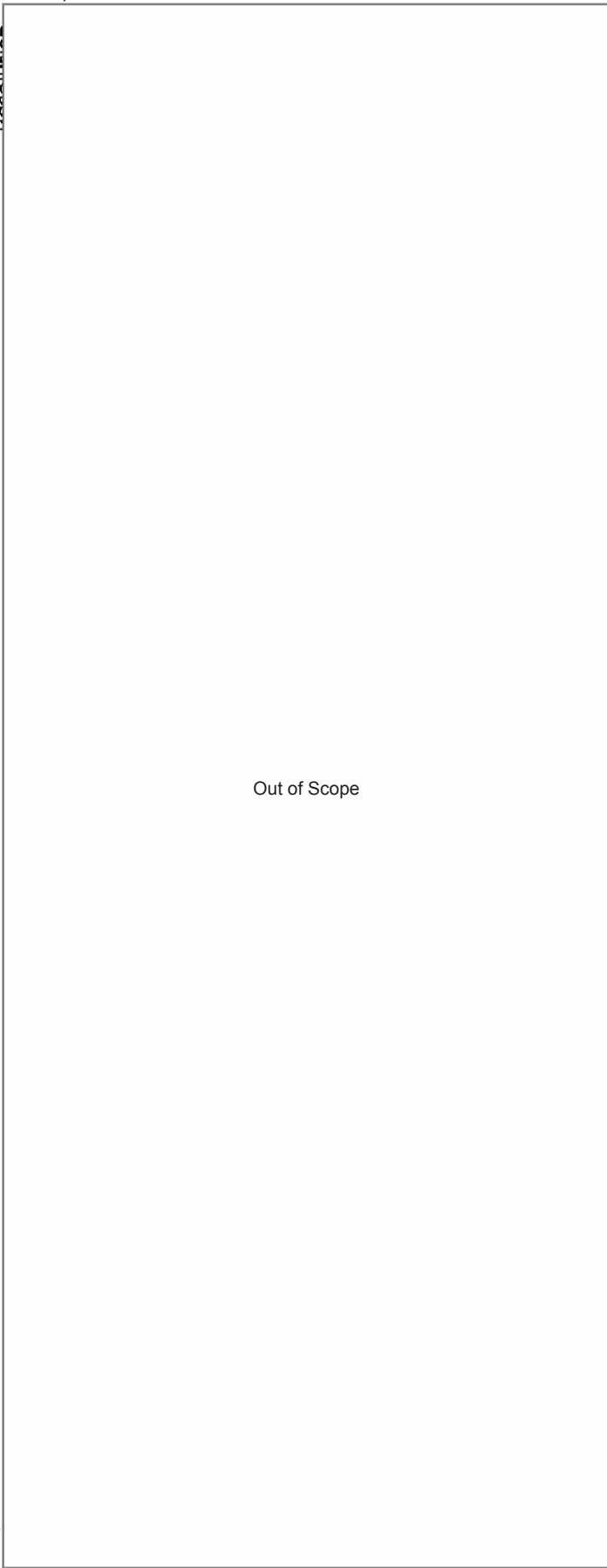
Problem
View Safety
View
Comments

Out of Scope

[View Safety](#)
[View](#)
[Comments](#)

Out of Scope

Comments
View
Resolution



Out of Scope

2313 FSA- Defects; Taste/Odor;
 Contacted Other - Cheese does not
 melt properly, and
 cheese has no flavor

Jennifer Fox
 New York Office of General
 Services
 518-474-5122

B035136K002 8035-MOZZ
 LT SHRED
 FRZ

MICELI DAIRY
 PRODUCTS

SCH
 SFSP

View
General
View
Problem
View
Comments

2314 Closed Defects; Taste/Odor;
 Other - Cheese does not
 melt properly, and
 cheese has no flavor

Jennifer Fox
 New York Office of General
 Services
 518-474-5122

B035136K002 8035-MOZZ
 LT SHRED
 FRZ

MICELI DAIRY
 PRODUCTS

SCH
 SFSP

View
General
View
Problem
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Comments
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Resolution

Out of Scope

Out of Scope

2320	FSA- Contacted	Other - Cheese does not melt	Jennifer Fox New York Office of General Services 518-474-5122	B035136K002	B035-MOZZ LT SHRED FRZ	MICELI DAIRY PRODUCTS	SCH SFSP	View General
								View Problem
								View Comments

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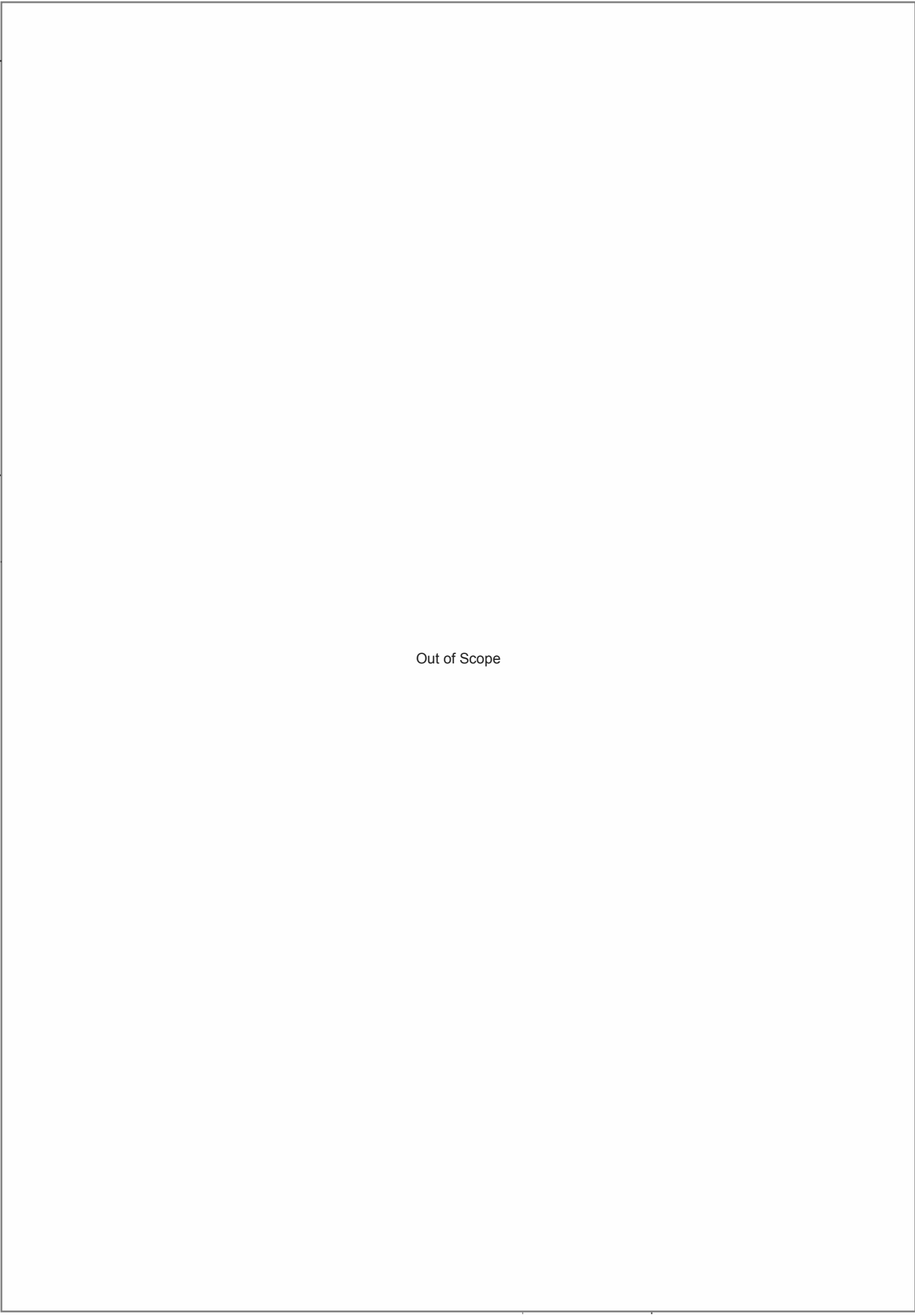
PAGE 10 OF 44

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Comments

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5/20/2009

https://ecos.usda.gov/complaint/complaint_view_list.jhtml?requestid=3843



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Resolution

5/20/2009

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https://ecos.usda.gov/complaint/complaint_view_list.jhtml?requestid=3843

5/20/2009

Bolton, Linda - Kansas City, MO

From: Cole, Hilary - Kansas City, MO
Sent: Thursday, May 28, 2009 10:40 AM
To: 'Brad West'
Cc: Bolton, Linda - Kansas City, MO
Subject: ARRA NDs

Attachments: USDA N/D - 03 DOCUMENTS; USDA N/D - 20 DOCUMENTS



USDA N/D - 03 DOCUMENTS
USDA N/D - 20 DOCUMENTS

Hi Brad-

We have encountered some issues with our electronic ND system. I am forwarding you these review copies however please note that you may get additional copies. Please check these against your ARRA abstract and ensure that shipments are not duplicated.

Thanks,

Hilary Cole
Contract Specialist
USDA-FSA-KCCO-DPD-DMB
816-926-6645 (telephone)
816-627-0608 (fax)

Bolton, Linda - Kansas City, MO

From: USDA [HILARY.COLE@KCC.USDA.GOV]
Sent: Tuesday, May 26, 2009 7:47 PM
To: Cole, Hilary - Kansas City, MO
Subject: USDA N/D - 20 DOCUMENTS

Out of Scope

USDA NOTICE TO DELIVER

KC-289 (6-14-99)

U.S. DEPARTMENT OF AGRICULTURE
KANSAS CITY FSA COMMODITY OFFICE

FORM APPROVED - OMB NO. 058 0-0177

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KANSAS CITY FSA COMMODITY OFFICE

FORM APPROVED - OMB NO. 056 0-0177

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USDA NOTICE TO DELIVER

KC-259 (6-14-99)

U.S. DEPARTMENT OF AGRICULTURE
KANSAS CITY FSA COMMODITY OFFICE

FORM APPROVED - OMB NO. 056 0-0177

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KANSAS CITY ESA COMMODITY OFFICE

FORM APPROVED - OMB NO. 056 0-0177

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KANSAS CITY FSA COMMODITY OFFICE

FORM APPROVED - OMB NO. 056 0-0177

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KANSAS CITY FSA COMMODITY OFFICE

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KANSAS CITY FSA COMMODITY OFFICE

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USDA NOTICE TO DELIVER

KC-269 (6-14-99)

U.S. DEPARTMENT OF AGRICULTURE
KANSAS CITY FSA COMMODITY OFFICE

FORM APPROVED - OMB NO. 0560-0177

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USDA NOTICE TO DELIVER

KC-269 (8-14-99)

U.S. DEPARTMENT OF AGRICULTURE
KANSAS CITY FSA COMMODITY OFFICE

FORM APPROVED - OMB NO. 056 0-0177

Out of Scope

Bolton, Linda - Kansas City, MO

From: USDA [HILARY.COLE@KCC.USDA.GOV]
Sent: Tuesday, May 26, 2009 7:47 PM
To: Cole, Hilary - Kansas City, MO
Subject: USDA N/D - 03 DOCUMENTS

Out of Scope

USDA NOTICE TO DELIVER

KC-269 (6-14-99)

U.S. DEPARTMENT OF AGRICULTURE
KANSAS CITY FSA COMMUNITY OFFICE

FORM APPROVED - OMB NO. 056 0-0177

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KC-269 (6-14-99)

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KANSAS CITY FSA COMMODITY OFFICE

FORM APPROVED - OMB NO. 056 0-0177

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U.S. DEPARTMENT OF AGRICULTURE
KANSAS CITY FSA COMMODITY OFFICE

FORM APPROVED - OMB NO. 058 0-0177

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Form Approved - OMB No. 0560-0177

KC-269 REVERSE U.S. DEPARTMENT OF AGRICULTURE (8-14-99) Farm Service Agency VENDOR OR PROCESSOR INVOICE (Complete and return with required supporting documents immediately after each shipment.)	CONTRACT NUMBER	N/D NUMBER
--	-----------------	------------

SHIPMENT DATE	CAR INITIALS & NO. OR TRUCK LICENSE	QUANTITY SHIPPED	UNIT OF MEASURE	UNIT PRICE	GROSS AMOUNT CLAIMED
				\$	\$
DEDUCTIONS FOR QUALITY DISCOUNTS, LIQUIDATED DAMAGES, ETC. (If additional space is required, attach sheet.)					\$
					NET AMOUNT CLAIMED
					\$

REMARKS OR CERTIFICATION STATEMENT IF REQUIRED BY ANNOUNCEMENT

AUTHORIZED SIGNATURE	DATE	VENDOR'S INVOICE NO.	EXAMINED BY	REGISTER NUMBER	DATE
----------------------	------	----------------------	-------------	-----------------	------

CONTRACTOR'S INVOICE CERTIFICATION
 (This certification applies ONLY to Farm Service Agency commodity contracts for domestic usage.)

I certify that this invoice presented for payment is true. This certification is executed with full knowledge of the provision of the 15 U.S.C. 714m(a), which provides a fine of not to exceed \$10,000 or imprisonment of not more than five years or both, for making any statement knowing it to be false, for the purpose of influencing in any way the action of the Commodity Credit Corporation, and with full knowledge of the provisions of 31 U.S.C. 3729 imposing civil liability upon any person who shall make or cause to be made a false, fictitious or fraudulent claim against the United States.

Completion of the information below is required to evidence proof of domestic deliveries.

DELIVERY DATE	QUANTITY (UNITS) DELIVERED IN GOOD CONDITION
AUTHORIZED SIGNATURE	DATE

**PRIVACY ACT, PUBLIC BURDEN AND NONDISCRIMINATION STATEMENTS FOR
 FORM KC-269, NOTICE TO DELIVER and VENDOR OR PROCESSOR INVOICE
 FORM KC-269-A, FORWARDING NOTICE and REPORT OF CARGO OVER, SHORT, AND/OR DAMAGED**

PRIVACY ACT AND PUBLIC BURDEN STATEMENTS

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 15 U.S.C. 714. The information will be used to complete the terms of a contract between the vendor and CCC. Furnishing the requested information is voluntary; however, without it, eligibility to enter into a contract with CCC cannot be determined. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 1014, 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0177. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate and any other aspect of this collection of information, including suggestions for reducing this burden to U.S. Department of Agriculture, Kansas City Commodity Office (OMB No. 0560-0177), Chief, Planning and Analysis Division, Stop 8768, P.O. Box 419205, Kansas City, Missouri 64141-6205.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of Discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Cole, Hilary - Kansas City, MO

From: Cole, Hilary - Kansas City, MO
Sent: Tuesday, July 21, 2009 3:11 PM
To: 'Brad West'
Subject: ARRA Reporting

Hi Brad-

Per Federal Acquisition Regulation 52.204-10, contractors receiving a contract utilizing American Recovery and Reinvestment Act funds are to report applicable information at www.federalreporting.gov. I wanted to ensure that you saw the notification that quarterly reports are due 10/10/2009.

Thanks,

Hilary Cole
Contract Specialist
USDA-FSA-KCCO-DPD-DMB
816-926-6645 (telephone)
816-627-0608 (fax)

52:204-10

Update Notice for Recipients of American Recovery and Reinvestment Act (Recovery Act) funds

The online recipient reporting tool is expected to be available for the quarterly report due October 10, 2009!

Section 1512(f) of the Recovery Act requires recipient reporting to begin 180 days after enactment, and for reports to be submitted by recipients 10 days after the end of each calendar quarter. This results in an initial statutory reporting deadline of October 10, 2009, with quarterly reports due 10 days after the end of each calendar quarter thereafter.

Federal Contractors are not required to report on July 10, 2009 (see FAR 52.204-11). However, federal contractors who submit an invoice prior to June 30, 2009 for Recovery Act funded contract performance should maintain the data required by FAR 52.204-11. Cumulative reporting will begin with the October 10th reporting deadline. Check back with this site often for updates and monitor finalization of the interim rule published in the Federal Register at 74 FR 14639.

Grant, Cooperative Agreement, and Loan Recipients should also maintain the data required for a July 10, 2009 report in order to report cumulatively beginning with the October 10th reporting deadline. Check back with this site often for updates and monitor finalization of the interim rule published in the Federal Register at 74 FR 18449 and the supplemental notice published at 74 FR 14824. OMB will work with agencies to determine the most appropriate method for collecting information from recipients for July 10th reporting.

*Thank you for your report
date to see this
[Signature]*

Ziegler, Marlyn - Kansas City, MO

From: Roberts, Shirley [Shirley.Roberts@fns.usda.gov]
Sent: Wednesday, May 20, 2009 12:48 PM
To: Bolton, Linda - Kansas City, MO; Lang, William - Kansas City, MO
Cc: Cole, Hilary - Kansas City, MO; Ziegler, Marlyn - Kansas City, MO; Martinez, Jaime - Kansas City, MO; Smith, Shelly L.; Cantfil, Peggy
Subject: ARRA Cheese Orders

Hello

Regarding our conversation today about the preliminary results from the ARRA cheese orders, please proceed with the contract awards based on your analysis. Once the awards are made, FDD will make decisions on how to proceed with the open orders. Thank you.

Shirley

Supervisory Food Program Specialist
Household Programs
USDA/DASNP/FDD/Operations Branch
703.305.2653
shirley.roberts@fns.usda.gov

**Recovery: Cheese for use In Domestic Food Assistance Programs****RECOVERY**

Solicitation Number: DPD-ARRA-09-0001

Agency: Department of Agriculture

Office: Farm Service Agency

Location: Kansas City Commodity Office

Notice Type:
AwardOriginal Posted Date:
April 24, 2009Posted Date:
May 21, 2009

Response Date:

Original Response Date:
May 13, 2009 11:59 pm EasternArchiving Policy:
Automatic, 15 days after response dateOriginal Archive Date:
May 28, 2009
e 4, 2009Archive Date:
June 4, 2009Original Set Aside:
Partial Small BusinessSet Aside:
Partial Small BusinessClassification Code:
89 - SubsistenceNAICS Code:
311 - Food Manufacturing/311513 - Cheese ManufacturingContract Award Date:
May 20, 2009Contract Award Number:
VDOC02502-VDOC02503Contract Award Dollar Amount:
\$7,270,829.28Contract Line Item Number:
See attached Purchase Contract Award (PCA)Contractor Awarded Name:
Various (see attached PCA)**Synopsis:**Added: Apr 24, 2009 1:06 pm Modified: Apr 29, 2009 5:03 pm [Track Changes](#)

USDA's Farm Service Agency, Kansas City Commodity Office (KCCO) intends to issue solicitation DPD-ARRA-

09-0001 for procurement of Mozzarella, Cheddar, and Process Cheese for domestic food assistance programs. Deliveries are to various locations in the United States on an FOB destination basis. The solicitation may include various small business set asides pursuant to the Small Business Act (15 U.S.C. 631, et seq.). This may include partial or total small business set-asides.

The solicitation is expected to be available on or after April 29, 2009, and will be available electronically on USDA's website (<http://www.fsa.usda.gov/FSA/webapp?area=home&subject=coop&topic=pas>) and also through a link to the aforementioned USDA website in the document package attached to the solicitation notice on the Federal Business Opportunities website. A hard copy of the solicitation will not be available for the acquisition. All future information regarding this acquisition, including solicitation amendments and award notices, will be published both on USDA's website and announced (linked) through the Federal Business Opportunities website (<http://www.fbo.gov>). Interested parties shall be responsible for ensuring that they have the most up-to-date information about this acquisition. The anticipated date of receipt for offers will be on or near May 13, 2009. The contract type will be firm-fixed price.

KCCO vendor qualification requirements (attached) do not apply to this solicitation.

All bidders shall contact the solicitation information contact person at least 48 hours prior to offer due date and time to ensure the Domestic Electronic Bid Entry System (DEBES) ID and password are set-up.

Once access to the Domestic Electronic Bid Entry System (DEBES) has been provided. Bids, modifications, withdrawals of bids, and price adjustments shall be submitted using this system located at: <https://pcsd.usda.gov:3077/MDBC1000.EXE?>

Submission of the above by any means other than DEBES will be determined nonresponsive.

Complete details of the contract requirements for commodity procurements and USDA's commodity requirements documents are available through the attached document packages. KCCO's solicitation (when published) will specify the pack sizes, quantities, and required delivery schedules.

Added: May 21, 2009 2:12 pm

See Attached Purchase Contract Award (PCA) for DPD-ARRA-09-0001.

Addendum

Type: Other (Draft RFPs/RFIs, Responses to Questions, etc..)

Posted Date: April 24, 2009

[Addendum.pdf \(7.66 Kb\)](#)

Description: Addendum to Commodity Requirements Documents MCD6 and BCD5

KCCO Vendor Qualifications Requirements

Type: Other (Draft RFPs/RFIs, Responses to Questions, etc..)

Posted Date: April 24, 2009

[Vendor Qualification Requirements.pdf \(23.85 Kb\)](#)

Description: To be eligible to be considered for award potential contractors must meet KCCO's vendor qualification requirements. The complete requirement is available at this link. KCCO's main contact for vendor qualification requirements is Betty Kunkel. She can be reached by phone at 816-926-3295 or email at Betty.Kunkel@kcc.usda.gov.

Mozzarella Cheese Commodity Requirements Document

Type: Other (Draft RFPs/RFIs, Responses to Questions, etc..)

Posted Date: April 24, 2009

[MCD6.pdf \(76.79 Kb\)](#)

Description: Mozzarella commodity specifications and packaging requirements.

Natural American Cheese commodity Requirements Document

Type: Other (Draft RFPs/RFIs, Responses to Questions, etc..)

Posted Date: April 24, 2009

[BCD5.pdf \(95.04 Kb\)](#)

Description: Natural American Cheese specifications and packaging requirements.

Pasteurized Process American Cheese Commodity Requirements Document

Type: Other (Draft RFPs/RFIs, Responses to Questions, etc..)

Posted Date: April 24, 2009

[PCD7.pdf \(53.89 Kb\)](#)

Description: Pasteurized Process American Cheese commodity specifications and packaging.

Contract Clauses

Type: Other (Draft RFPs/RFIs, Responses to Questions, etc..)

Posted Date: April 30, 2009

[DPD-ARRA-09-0001 COMMERCIAL CONTRACT CLAUSES.pdf \(207.47 Kb\)](#)

Description: DPD-ARRA-09-0001 Contract Clauses

Solicitation 1**Type:** Solicitation**Posted Date:** April 30, 2009[Invitation DPD-ARRA1-09-0001.pdf](#) (56.49 Kb)**Description:** Dairy Solicitation ARRA1-0001[SF 1449 for DPD-ARRA-09-0001.pdf](#) (39.17 Kb)**Description:** SF-1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**Special Notice****Type:** Other (Draft RFPs/RFIs, Responses to Questions, etc..)**Posted Date:** April 30, 2009[ARRA-Special Notice.pdf](#) (53.10 Kb)**Description:** Special Notice on American Recovery and Reinvestment Act – Reporting Requirements**Amendment 1****Type:** Mod/Amendment**Posted Date:** May 6, 2009[Amendment 001.pdf](#) (88.69 Kb)**Description:** Amendment 001**Worklist****Type:** Other (Draft RFPs/RFIs, Responses to Questions, etc..)**Posted Date:** May 8, 2009[DPD-ARRA-09-0001 Worklist.xls](#) (82.50 Kb)**Description:** Excel worklist for DPD-ARRA-09-0001 orders**Amendment 2****Type:** Mod/Amendment**Posted Date:** May 7, 2009[SF30 - Amendment 0002.pdf](#) (74.26 Kb)**Description:** Amendment 0002**Amendment 3****Type:** Mod/Amendment**Posted Date:** May 8, 2009

[Amendment 003.pdf](#) (90.46 Kb)

Description: Amendment 3

Purchase Contract Award (PCA)

Type: Other (Draft RFPs/RFIs, Responses to Questions, etc.)

Posted Date: May 21, 2009

[PCA ARRA1-001.pdf](#) (12.47 Kb)

Description: Purchase Contract Award (PCA) for Recovery DPD-ARRA-09-0001

Contracting Office Address:

P.O. Box 419205

Mail Stop 8698

Kansas City, Missouri 64141-6205

Primary Point of Contact:

Linda Bolton,

Contracting Officer

linda.bolton@kcc.usda.gov

Phone: (816)823-1311

Fax: (816)448-5889

Secondary Point of Contact:

Marlyn J Ziegler,

Contract Specialist

marlyn.ziegler@kcc.usda.gov

Phone: (816) 926-6620

Fax: (816) 448-5864

ALL FILES

[Addendum](#) 

Apr 24, 2009

[Addendum.pdf](#)

[KCCO Vendor Qualifications Requirements](#) 


Apr 24, 2009

[Vendor Qualification Re](#)

[Mozzarella Cheese Commodity Requirements Document](#) 

Apr 24, 2009

[MCD6.pdf](#)

[Natural American Cheese commodity Requirements Document](#) 

Apr 24, 2009

[BCD5.pdf](#)

Pasteurized Process American Cheese Commodity Requirements Document 

Apr 24, 2009

PCD7.pdf

Contract Clauses 

Apr 30, 2009

DPD-ARRA-09-0001 CC

Solicitation 1 

Apr 30, 2009

Invitation DPD-ARRA1-SF 1449 for DPD-ARRA

Special Notice 

Apr 30, 2009

ARRA-Special_Notice.p

Amendment 1 


May 06, 2009

Amendment 001.pdf

Worklist 

May 06, 2009

DPD-ARRA-09-0001 Wl

Amendment 2 


May 07, 2009

SF30 - Amendment 000

Amendment 3 

May 08, 2009

Amendment 003.pdf

Purchase Contract Award (PCA) 

May 21, 2009

PCA ARRA1-001.pdf

Opportunity History

- Original Synopsis
Presolicitation
Apr 24, 2009
1:06 pm
- Changed
Apr 29, 2009
4:46 pm
- Changed
Apr 29, 2009
5:04 pm
- Changed
Apr 30, 2009

3:04 pm

Solicitation

■ Changed

May 06, 2009

5:18 pm

■ Changed

May 07, 2009

5:04 pm

■ Changed

May 08, 2009

2:30 pm

■ Award

May 21, 2009

2:12 pm

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Buyers: [Login](#) | [Register](#) Vendors: [Login](#) | [Register](#) [Access](#)



Recovery: Cheese for use in Domestic Food Assistance Programs



Solicitation Number: DPD-ARRA-09-0001
Agency: Department of Agriculture
Office: Farm Service Agency
Location: Kansas City Commodity Office

Notice Details	Packages	Interested Vendors List
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[Print](#)

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[Original Synopsis](#)

Presolicitation

Apr 24, 2009

1:06 pm

Solicitation Number:

DPD-ARRA-09-0001

Notice Type:

Award Notice

[Changed](#)

Apr 29, 2009

4:46 pm

Contract Award Date:

May 20, 2009

[Changed](#)

Apr 29, 2009

5:04 pm

Contract Award Number:

VDOC02502-VDOC02503

[Changed](#)

Apr 30, 2009

3:04 pm

Contract Award Dollar Amount:

\$7,270,829.28

[Solicitation](#)

Contract Line Item Number:

See attached Purchase Contract Award (PCA)

[Changed](#)

May 06, 2009

5:18 pm

Contractor Awarded Name:

Various (see attached PCA)

[Changed](#)

May 07, 2009

5:04 pm

Synopsis:

Added: May 21, 2009 2:12 pm

[Changed](#)

May 08, 2009

2:30 pm

See Attached Purchase Contract Award (PCA) for DPD-ARRA-09-0001.

Award

May 21, 2009

2:12 pm

Please consult the list of [document viewers](#) if you cannot open a file.

Purchase Contract Award (PCA)

Type: Other (Draft RFPs/RFIs, Responses to Questions, etc..)

Posted Date: May 21, 2009

[PCA ARRA1-001.pdf](#) (12.47 Kb)

Description: Purchase Contract Award (PCA) for Recovery DPD-

ALL FILES

[Addendum](#)

Apr 24, 2009

[Addendum.pdf](#)

[KCCO Vendor Qualification](#)

[Requirements](#)

Apr 24, 2009

[Vendor Qualification...](#)

[Mozzarella Cheese Commo](#)

[Requirements Document](#)

Apr 24, 2009

[MCD6.pdf](#)

[Natural American Cheese](#)

[commodity Requirements](#)

[Document](#)

Apr 24, 2009

[BCD5.pdf](#)

[Pasteurized Process Americ](#)

[Cheese Commodity Require](#)

[Document](#)

Apr 24, 2009

[PCD7.pdf](#)

[Contract Clauses](#)

Apr 30, 2009

[DPD-ARRA-09-0001 CC](#)

[Solicitation 1](#)

Apr 30, 2009

[Invitation DPD-ARRA1](#)

[SF 1449 for DPD-ARRA](#)

[Special Notice](#)

ARRA-09-0001

Apr 30, 2009

[ARRA-Special Notice](#)**Contracting Office Address:**

P.O. Box 419205
Mail Stop 8698
Kansas City, Missouri 64141-6205

Primary Point of Contact:

Linda Bolton,
Contracting Officer
linda_bolton@kcc.usda.gov
Phone: (816)823-1311
Fax: (816)448-5889

Secondary Point of Contact:

Marlyn J Ziegler,
Contract Specialist
marlyn.ziegler@kcc.usda.gov
Phone: (816) 926-6620
Fax: (816) 448-5864

[Amendment 1](#)

May 06, 2009

[Amendment 001.pdf](#)[Worklist](#)

May 06, 2009

[DPD-ARRA-09-0001 W](#)[Amendment 2](#)

May 07, 2009

[SF30 - Amendment 000](#)[Amendment 3](#)

May 08, 2009

[Amendment 003.pdf](#)[Purchase Contract Award \(F](#)[FSA](#)

May 21, 2009

[PCA ARRA1-001.pdf](#)**GENERAL INFORMATION****Notice Type:**

Award Notice

Original Posted Date:

April 24, 2009

Posted Date:

May 21, 2009

Response Date:**Original Response Date:**

May 13, 2009 11:59 pm Eastern

Archiving Policy:Automatic, 15 days after respo
date**Archive Date:**

June 4, 2009

Original Set Aside:

Partial Small Business

Set Aside:

Partial Small Business

Classification Code:

89 - Subsistence

NAICS Code:

311 - Food Manufacturing/311

Cheese Manufacturing

Posting Confirmation - Federal Business Opportunities: Notices

Page 1 of 1

Posting Confirmation**Solicitation #:**

DPD-ARRA-09-0001

Procurement Type:

Award Notice

Date Posted:

May 21, 2009

Title:

Recovery: Cheese for use in Domestic Food Assistance Programs

Contract Award Number:

VDOC02502-VDOC02503

ATTACHMENTS**Purchase Contract Award (PCA)**

Is this package sensitive/secure? no

Package Type: Other (Draft RFPs/RFIs, Responses to Questions, etc..)

[PCA ARRA1-001.pdf](#) (12.47 Kb)

Description: Purchase Contract Award (PCA) for Recovery DPD-ARRA-09-0001

New Award for Recovery; Cheese for use in Domestic Food Assistance Programs - DPD-ARRA-09-0001

NOTICE DETAILS**Solicitation #:**

DPD-ARRA-09-0001

Procurement Type:

Award Notice

Date Posted:

May 21, 2009

Title:

Recovery; Cheese for use in Domestic Food Assistance Programs

Classification Code:

89 - Subsistence

NAICS Code:

311513 - Cheese Manufacturing

Is this a Recovery and Reinvestment Act Action?:

yes

Contract Award Date:

May 20, 2009

Contract Award Number:

VDOC02502-VDOC02503

Contract Award Dollar Amount:

\$7,270,829.28

Contract Line Item Number:

See attached Purchase Contract Award (PCA)

Contractor Awarded Name:

Various (see attached PCA)

Primary Point of Contact:

Linda Bolton,

Contracting Officer

linda.bolton@kcc.usda.gov

Phone: (816)823-1311

Fax: (816)448-5889

Secondary Point of Contact:

Marlyn J Ziegler,

New Award for Recovery: Cheese for use in Domestic Food Assistance Programs - DPD-... Page 2 of 3**Contract Specialist**

marilyn.ziegler@kcc.usda.gov

Phone: (816) 926-6620

Fax: (816) 448-5864

Description:

Added: Apr 24, 2009 1:06 pm Modified: Apr 29, 2009 5:03 pm

USDA's Farm Service Agency, Kansas City Commodity Office (KCCO) intends to issue solicitation DPD-ARRA-09-0001 for procurement of Mozzarella, Cheddar, and Process Cheese for domestic food assistance programs. Deliveries are to various locations in the United States on an FOB destination basis. The solicitation may include various small business set asides pursuant to the Small Business Act (15 U.S.C. 631, et seq.). This may include partial or total small business set-asides.

The solicitation is expected to be available on or after April 29, 2009, and will be available electronically on USDA's website (<http://www.fsa.usda.gov/FSA/webapp?area=home&subject=coop&topic=pas>) and also through a link to the aforementioned USDA website in the document package attached to the solicitation notice on the Federal Business Opportunities website. A hard copy of the solicitation will not be available for the acquisition. All future information regarding this acquisition, including solicitation amendments and award notices, will be published both on USDA's website and announced (linked) through the Federal Business Opportunities website (<http://www.fbo.gov>). Interested parties shall be responsible for ensuring that they have the most up-to-date information about this acquisition. The anticipated date of receipt for offers will be on or near May 13, 2009. The contract type will be firm-fixed price.

KCCO vendor qualification requirements (attached) do not apply to this solicitation.

All bidders shall contact the solicitation information contact person at least 48 hours prior to offer due date and time to ensure the Domestic Electronic Bid Entry System (DEBES) ID and password are set-up.

Once access to the Domestic Electronic Bid Entry System (DEBES) has been provided. Bids, modifications, withdrawals of bids, and price adjustments shall be submitted using this system located at:
<https://pcsd.usda.gov:3077/MDBC1000.EXE?>

Submission of the above by any means other than DEBES will be determined nonresponsive.

Complete details of the contract requirements for commodity procurements and USDA's commodity requirements documents are available through the attached document packages. KCCO's solicitation (when published) will specify the pack sizes, quantities, and required delivery schedules.

Add The Following To Description:

See Attached Purchase Contract Award (PCA) for DPD-ARRA-09-0001.

Archiving Policy:

Automatic, 15 days after contract award date

Allow Vendors To Add/Remove From Interested Vendors:

yes

Allow Vendors To View Interested Vendors List:

yes

ATTACHMENTS

Purchase Contract Award (PCA)

Is this package sensitive/secure? no

Package Type: Other (Draft RFPs/RFIs, Responses to Questions, etc.)

PCA ARRA1-001.pdf (12.47 Kb)

Description: Purchase Contract Award (PCA) for Recovery DPD-ARRA-09-0001

Transaction Information

Award Type: Definitive Contract **Prepared Date:** 05/21/2009 14:58:24 **Prepared User:** IMBURFORD
Award Status: Final **Last Modified Date:** 06/03/2009 08:47:45 **Last Modified User:** IMBURFORD

Document Information

	Agency	Procurement Identifier	Modification No	Trans No
Award ID:	12D2	AGDPDVDOC02503	0	0
Referenced IDV ID:				
Reason For Modification:				
Solicitation ID:	DPD-ARRA-09-0001			

Dates

Date Signed (mm/dd/yyyy): 05/20/2009
Effective Date (mm/dd/yyyy): 05/20/2009
Completion Date (mm/dd/yyyy): 08/31/2009
Est. Ultimate Completion Date (mm/dd/yyyy): 08/31/2009

Amounts

Action Obligation:	\$1,562,568.48
Base And Exercised Options Value:	\$1,562,568.48
Base And All Options Value:	\$1,562,568.48
Fee Paid for Use of IDV:	\$0.00

Purchaser Information

Contracting Office Agency ID: 12D2	Contracting Office Agency Name: FARM SERVICE AGENCY
Contracting Office ID: KCDD	Contracting Office Name: AGRIC STABILIZ AND CONS SVC
Funding Agency ID: 12F2	Funding Agency Name: FOOD AND NUTRITION SERVICE
Funding Office ID:	Funding Office Name:
Foreign Funding: Not Applicable	Reason For Inter-Agency Contracting: Select One

Contractor Information

CCR Exception:

DUNS No: 004225801	Street: 2721 E 90TH ST
Contractor Name From Contract: MICELI DAIRY PRODUCTS COMPANY	Street2:
Vendor Name: MICELI DAIRY PRODUCTS COMPANY	City: CLEVELAND
DBAN:	State: OH Zip: 441049301
	Country: UNITED STATES
	Phone: (216) 791-6222
	Fax No: (216) 231-2504
	Congressional District: OHIO 11

Business Category

Organization Type: CORPORATE NOT TAX
Number of Employees: 131
State of Incorporation: OH
Country of Incorporation: USA
Annual Revenue: \$45,662,752

Business Types
 Labor Surplus Area Firm
Line Of Business
 Manufacturer of Goods
Relationship With Federal Government
 Contracts
Organization Factors
 For Profit Organization
Certifications
 SBA Certified Hub Zone firm

Contract Data

Type of Contract: Firm Fixed Price
Multiyear Contract: No
Major Program:

FPDS-NG : PAWAGNER [Award]

National Interest Action:

None

Cost Or Pricing Data:

Select One

Purchase Card Used As Payment Method:

No

Undefined Action:

No

Performance Based Service Acquisition:

Not Applicable

* FY 2004 and prior; 80% or more specified as performance requirement
* FY 2005 and later; 50% or more specified as performance requirement

Contingency Humanitarian Peacekeeping Operation:

Select One

Contract Financing:

Select One

Cost Accounting Standards Clause:

Not Applicable exempt from CAS

Consolidated Contract:

No

Number Of Actions:

1

Legislative Mandates

Principal Place of Performance

Clinger-Cohen Act:

No

Principal Place Of Performance Code (State, Location, Country):

OH US

Service Contract Act:

No

Principal Place Of Performance County Name:

CUYAHOGA

Walsh-Healey Act:

No

Principal Place Of Performance City Name:

CLEVELAND

Davis Bacon Act:

No

Congressional District Place Of Performance:

OHIO 11

Interagency Contracting Authority:

Not Applicable

Place Of Performance Zip Code(+4):

44101 3301 USPS ZIP Codes

Other Interagency Contracting Statutory Authority: (1000 characters)

Product Or Service Information

Product/Service Code:

8910 Description: DAIRY FOODS AND EGGS

Principal NAICS Code:

311513 Description: CHEESE MANUFACTURING

Bundled Contract:

Not a bundled requirement

System Equipment Code:

Description:

Country of Product or Service Origin:

US UNITED STATES

Place of Manufacture:

Select One

Domestic or Foreign Entity:

U.S. Owned Business

Use Of Recovered Material:

No Clauses Included

InfoTech Commercial Item Category:

Select One

Claimant Program Code:

Description:

Sea Transportation:

Select One

GFE/GFP Provided Under This Action:

Transaction does not use GFE/GFP

Use Of EPA Designated Products:

Not Required

Description Of Requirement: (4000 characters)

TAS::12 3509::TAS MOZZARELLA CHEESE

Competition Information

Extent Competed For Referenced IDV:

Extent Competed:

Full and Open Competition after exclusion of sources

Solicitation Procedures:

Sealed Bid

Type Of Set Aside:

Small Business Set Aside - Total

Evaluated Preference:

No Preference used

SBIR/STTR:

Select One

Statutory Exception To Fair Opportunity:

Select One

FPDS-NG PAWAGNER [Award]

Reason Not Completed:

Select One

Local Area Set Aside:

No

FedBizOpps:

Yes

A76 Action:

No

Commercial Item Acquisition Procedures:

Commercial Item

Number Of Offers Received:

2

Small Business Competitiveness Demonstration Program:

Commercial Item Test Program:

No

Preference Programs / Other Data

Contracting Officer's Business Size Selection:

Small Business

Subcontract Plan:

Plan Not Required

Price Evaluation Percent Difference:

0 %

Reason Not Awarded To Small Disadvantaged Business:

Select One

Reason Not Awarded To Small Business:

Select One

CONTRACT AWARD NOTICE
DOMESTIC

CONTRACTOR

CONTRACT DATE

CONTRACT NUMBER

FAX 2162892645

MICELI DAIRY PRODUCTS

05/20/09

VDOC02503

2721 E 90TH ST

CLEVELAND OH 441043301

SUBJECT: CHEESE

ANNOUNCEMENT: ARRA1

INV: 001

USDA ACCEPTS OFFER ITEMS FOR MICELI DAIRY PRODUCTS

PLANT 01

CLEVELAND

OH

COMMODITY: CHEESE, MOZZARELLA, LMPS

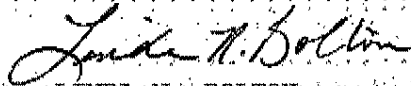
9144 9145 9146 9149 9150 9151 9153 9156 9159 9160 9161 9162 9163 9164 9165

9166 9167 9168 9171 9172 9173 9174 9175

PLANT SUB QUANTITY 837,936

TOTAL CONTRACT QUANTITY

837,936



LINDA N. BOLTON

CONTRACTING OFFICER

KANSAS CITY COMMODITY OFFICE

P. 002/003
 FAX No. 8169261782
 USDA-FSA-MSD-ASB
 AUG/20/2009/THU 09:54 PM

REPORT NO.: MKG031RA
 REFERENCE : PPCR40

PCIMS - DOMESTIC CONTRACT ABSTRACT - REQUEST DETAIL

PAGE : 1
 05/20/09 15:17:25

U.S. DEPT OF AGRICULTURE
 DOM PURCH ABSTRACT

PRODUCT
 CHEESE

CONTRACT DATE
 05/20/09

CONTRACT NO
 VDOC02503

CONTRACTOR 2071800
 MICELI DAIRY PRODUCTS
 2721 E 90TH ST
 CLEVELAND OH 441043301

SHIP POINT 2071801
 MICELI DAIRY PRODUCTS
 2721 E 90TH ST
 CLEVELAND OH 441043301

ANNCE INVIT
 ARAA1 001

PROGRAM AUTHORITY
 MNP 307

COMMODITY PACKSIZE COMMPK FOB
 CHEESE, MOZZARELLA, LMP5 12/1 LVS, UNFRZN 055112 DESTINATION ---DELIVERY SCHEDULE---

VDOC0250301												
ITEM NO	BRAND TYPE	SBA IND	PROGRAM REQUEST	FNS RRG	N/D NUMBER	DESTINATION	REQ DELV NLT	DELV NLT	TRANS MODE	UNITS	QUANTITY (LBS)	PRICE PER LBS
9144	*		B203213K001	03	VDOC0852969	ATLANTA GA	06/15/09	06/15/09	TRUCK	3,036	36,432	1.86000
9145	*		B203126K001	04	VDOC0852991	ELMIRA MI	06/15/09	06/15/09	TRUCK	3,036	36,432	1.85000
9146	*		B203136K002T	01	VDOC0852990	ROCHESTER NY	06/15/09	06/15/09	TRUCK	1,518	18,216	1.86000
9146	*		B203136K001S	01	VDOC0852990	BUFFALO NY	06/15/09	06/15/09	TRUCK	1,518	18,216	1.86000
9149	*		B203G55K001	04	VDOC0852970	MILWAUKEE WI	06/15/09	06/15/09	TRUCK	3,036	36,432	1.86000
9150	*		B203126K002S	04	VDOC0852971	DETROIT MI	06/30/09	06/30/09	TRUCK	759	9,108	1.85000
9150	*		B203126K003T	04	VDOC0852971	ELMIRA MI	06/30/09	06/30/09	TRUCK	1,518	18,216	1.85000
9150	*		B203126K004U	04	VDOC0852971	WESTLAND MI	06/30/09	06/30/09	TRUCK	759	9,108	1.85000
9151	*		B203G27K001S	04	VDOC0852972	ST CLOUD MN	06/30/09	06/30/09	TRUCK	914	10,968	1.87000
9151	*		B203G27K002T	04	VDOC0852972	MAPLEWOOD MN	06/30/09	06/30/09	TRUCK	2,122	25,464	1.87000
9153	*		B203148K001	05	VDOC0852979	FORT WORTH TX	06/30/09	06/30/09	TRUCK	3,036	36,432	1.88000
9156	*		B203148L001	05	VDOC0852973	DALLAS TX	07/15/09	07/15/09	TRUCK	3,036	36,432	1.88000
9159	*		B203126L003U	04	VDOC0852980	FLINT MI	07/31/09	07/31/09	TRUCK	1,216	14,592	1.85000
9159	*		B203126L001S	04	VDOC0852980	BATTLE CREEK MI	07/31/09	07/31/09	TRUCK	760	9,120	1.85000
9159	*		B203126L002T	04	VDOC0852980	WARREN MI	07/31/09	07/31/09	TRUCK	1,060	12,720	1.85000
9160	*		B203G27L001S	04	VDOC0852981	ST CLOUD MN	07/31/09	07/31/09	TRUCK	914	10,968	1.86000
9160	*		B203G27L002T	04	VDOC0852981	MAPLEWOOD MN	07/31/09	07/31/09	TRUCK	2,122	25,464	1.86000
9161	*		B203148L002	05	VDOC0852982	DALLAS TX	07/31/09	07/31/09	TRUCK	3,036	36,432	1.88000
9162	*		B203G55L001S	04	VDOC0852983	DARIEN WI	07/31/09	07/31/09	TRUCK	1,579	18,948	1.86000
9162	*		B203G55L002T	04	VDOC0852983	EAU CLAIRE WI	07/31/09	07/31/09	TRUCK	1,457	17,484	1.86000
9163	*		B203112L005S	03	VDOC0852984	MILTON FL	08/15/09	08/15/09	TRUCK	1,575	18,900	1.87000
9163	*		B203112L006T	03	VDOC0852984	WINTER HAVEN FL	08/15/09	08/15/09	TRUCK	1,461	17,532	1.87000
9164	*		B203112L001	03	VDOC0852985	WINTER HAVEN FL	08/15/09	08/15/09	TRUCK	3,036	36,432	1.87000
9165	*		B203112L002	03	VDOC0852986	WINTER HAVEN FL	08/15/09	08/15/09	TRUCK	3,036	36,432	1.87000
9166	*		B203112L003	03	VDOC0852987	WINTER HAVEN FL	08/15/09	08/15/09	TRUCK	3,036	36,432	1.87000
9167	*		B203112L004	03	VDOC0852988	WINTER HAVEN FL	08/15/09	08/15/09	TRUCK	3,036	36,432	1.87000
9168	*		B203136L001	01	VDOC0852989	HAUPPAUGE NY	08/15/09	08/15/09	TRUCK	3,036	36,432	1.87000
9171	*		B203112L008	03	VDOC0852974	WINTER HAVEN FL	08/31/09	08/31/09	TRUCK	3,036	36,432	1.87000
9172	*		B203112L007	03	VDOC0852975	WINTER HAVEN FL	08/31/09	08/31/09	TRUCK	3,036	36,432	1.87000
9173	*		B203112L009	03	VDOC0852976	WINTER HAVEN FL	08/31/09	08/31/09	TRUCK	3,036	36,432	1.87000
9174	*		B203339L004S	04	VDOC0852977	CINCINNATI OH	08/31/09	08/31/09	TRUCK	2,277	27,324	1.85000
9174	*		B203339L005T	04	VDOC0852977	LIMA OH	08/31/09	08/31/09	TRUCK	759	9,108	1.85000
9175	*		B203339L002T	04	VDOC0852978	DAYTON OH	08/31/09	08/31/09	TRUCK	1,012	12,144	1.85000

P. 003/003
 FAX No. 8169261782
 AUG/20/2009/THU 09:55 PM
 USDA-FSA-MSD-ASB

REPORT NO.: MXG031RA
 REFERENCE : PPCR40

PCIMS - DOMESTIC CONTRACT ABSTRACT - REQUEST DETAIL

PAGE : 2
 05/20/09 15:17:25

U.S. DEPT OF AGRICULTURE
 DOM PURCH ABSTRACT

PRODUCT
 CHEESE

CONTRACT DATE
 05/20/09

CONTRACT NO
 VDQC02503

CONTRACTOR 2071800
 MICELI DAIRY PRODUCTS
 2721 E 90TH ST
 CLEVELAND OH 441043301

SHIP POINT 2071801
 MICELI DAIRY PRODUCTS
 2721 E 90TH ST
 CLEVELAND OH 441043301

ANNCE INVIT
 ARRA1 001

PROGRAM AUTHORITY
 MNP.307

COMMODITY PACKSIZE COMMPK FOB
 CHEESE, MOZZARELLA, LMPS 12/1 LVS,UNFRZN 055112 DESTINATION ---DELIVERY SCHEDULE---

VDOC0250301

ITEM NO	BRAND TYPE	SBA IND	PROGRAM REQUEST	FMS REG	N/D NUMBER	DESTINATION	REQ DELV NLT	DELV NLT	TRANS MODE	UNITS	QUANTITY (LBS)	PRICE PER LBS
9175		*	B203339L003U	04	VDOC0852978	LOGAN OH	08/31/09	08/31/09	TRUCK	870	10,440	1.85000
9175		*	B203339L001S	04	VDOC0852978	FAIRFIELD OH	08/31/09	08/31/09	TRUCK	1,154	13,848	1.85000
									SUB QUANTITY -	837,936	SUB COST -	1,562,568.48
									GRAND TOTAL QUANTITY -	837,936	TOTAL COST -	1,562,568.48

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER FNS-ARRA-0001	PAGE 1 OF
2. CONTRACT NO. VDOC02503	3. AWARD/EFFECTIVE DATE 5/20/09	4. ORDER NUMBER	5. SOLICITATION NUMBER DPD-ARRA-09-0001	6. SOLICITATION ISSUE DATE 4/29/2009		
7. FOR SOLICITATION INFORMATION CALL: Linda N. Bolton		b. TELEPHONE NUMBER (No collect calls) (816)823-1311		8. OFFER DUE DATE/ LOCAL TIME 05/19/09 9:00 AM		
9. ISSUED BY USDA/FSA/KCCO/DPD-DMB 6501 Beacon Drive Kansas City, MO 64133-4676		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 40 % FOR: PCD7 <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 311513 SIZE STANDARD: 500				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO See Schedule (attached abstract)		16. ADMINISTERED BY Same as Block 9		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP		
17a. CONTRACTOR/OFFEROR MICELI DAIRY PRODUCTS 2721 E. 90TH ST CLEVELAND, OH 44104-3301 TELEPHONE NO. 216-791-6222		18a. PAYMENT WILL BE MADE BY Fund & Commodity Management Office, Inv. Payment Group USDA/Farm Service Agency, Beacon Facility - Mall Stop 8578 P. O. Box 419205 Kansas City, MO 64141-6205				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule (attached abstract)					
(Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA TAS::12 3509 000::TAS				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			29. AWARD OF CONTRACT; REF. <u>DEBES</u> OFFER DATED <u>5/18/2009</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Joseph D. Miceli, CEO		30c. DATE SIGNED 5/19/09	31b. NAME OF CONTRACTING OFFICER (Type or print) Linda N. Bolton, Contracting Officer		31c. DATE SIGNED 5/20/09	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YYMM/DD</i>)

CONTRACT AWARD NOTICE
DOMESTIC

CONTRACTOR CONTRACT DATE CONTRACT NUMBER

FAX 2162892645

MICELI DAIRY PRODUCTS 05/20/09 VDOC02503
2721 E 90TH ST
CLEVELAND OH 441043301SUBJECT: CHEESE ANNOUNCEMENT: ARR1 INV: 001
USDA ACCEPTS OFFER ITEMS FOR MICELI DAIRY PRODUCTS

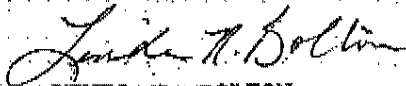
PLANT 01 CLEVELAND OH

COMMODITY: CHEESE, MOZZARELLA, LMPS

9144 9145 9146 9149 9150 9151 9153 9156 9159 9160 9161 9162 9163 9164 9165
9166 9167 9168 9171 9172 9173 9174 9175

PLANT SUB QUANTITY 837,936

TOTAL CONTRACT QUANTITY 837,936

LINDA N. BOLTON
CONTRACTING OFFICER
KANSAS CITY COMMODITY OFFICE

U.S. DEPT OF AGRICULTURE
 DOM PURCH ABSTRACT

PRODUCT
 CHEESE

CONTRACT DATE
 05/20/09

CONTRACT NO
 VDOC02503

CONTRACTOR 2071800
 MICELI DAIRY PRODUCTS
 2721 E 90TH ST
 CLEVELAND OH 441043301

SHIP POINT 2071801
 MICELI DAIRY PRODUCTS
 2721 E 90TH ST
 CLEVELAND OH 441043301

ANNCE INVIT
 ARRA1 001

PROGRAM AUTHORITY
 MNP 307

COMMODITY PACKSIZE
 CHEESE, MOZZARELLA, LMP3 12/1 LVS, UNFRZN

COMMPK FOB
 055112 DESTINATION

---DELIVERY SCHEDULE---

VDOC0250301											
ITEM NO	BRAND TYPE	SBA IND	PROGRAM REQUEST	FMS REG	N/D NUMBER	DESTINATION	REQ DELV	DELV	TRANS MODE	QUANTITY (LBS)	PRICE PER LBS
9144		*	B203213K001	03	VDOC0852969	ATLANTA GA	06/15/09	06/15/09	TRUCK	3,036	36,432
9145		*	B203126K001	04	VDOC0852991	ELMIRA MI	06/15/09	06/15/09	TRUCK	3,036	1.85000
9146		*	B203136K002T	01	VDOC0852990	ROCHESTER NY	06/15/09	06/15/09	TRUCK	1,518	18,216
9146		*	B203136K001S	01	VDOC0852990	BUFFALO NY	06/15/09	06/15/09	TRUCK	1,518	1.86000
9149		*	B203G55K001	04	VDOC0852970	MILWAUKEE WI	06/15/09	06/15/09	TRUCK	3,036	36,432
9150		*	B203126K002S	04	VDOC0852971	DETROIT MI	06/30/09	06/30/09	TRUCK	759	9,108
9150		*	B203126K003T	04	VDOC0852971	ELMIRA MI	06/30/09	06/30/09	TRUCK	1,518	18,216
9150		*	B203126K004U	04	VDOC0852971	WESTLAND MI	06/30/09	06/30/09	TRUCK	759	9,108
9151		*	B203G27K001S	04	VDOC0852972	ST CLOUD MN	06/30/09	06/30/09	TRUCK	914	10,968
9151		*	B203G27K002T	04	VDOC0852972	MAPLEWOOD MN	06/30/09	06/30/09	TRUCK	2,122	25,464
9153		*	B203148K001	05	VDOC0852979	FORT WORTH TX	06/30/09	06/30/09	TRUCK	3,036	36,432
9156		*	B203148L001	05	VDOC0852973	DALLAS TX	07/15/09	07/15/09	TRUCK	3,036	36,432
9159		*	B203126L003U	04	VDOC0852980	FLINT MI	07/31/09	07/31/09	TRUCK	1,216	14,592
9159		*	B203126L001S	04	VDOC0852980	BATTLE CREEK MI	07/31/09	07/31/09	TRUCK	760	9,120
9159		*	B203126L002T	04	VDOC0852980	WARREN MI	07/31/09	07/31/09	TRUCK	1,060	12,720
9160		*	B203G27L001S	04	VDOC0852981	ST CLOUD MN	07/31/09	07/31/09	TRUCK	914	10,968
9160		*	B203G27L002T	04	VDOC0852981	MAPLEWOOD MN	07/31/09	07/31/09	TRUCK	2,122	25,464
9161		*	B203148L002	05	VDOC0852982	DALLAS TX	07/31/09	07/31/09	TRUCK	3,036	36,432
9162		*	B203G55L001S	04	VDOC0852983	DARIEN WI	07/31/09	07/31/09	TRUCK	1,579	18,948
9162		*	B203G55L002T	04	VDOC0852983	EAU CLAIRE WI	07/31/09	07/31/09	TRUCK	1,457	17,484
9163		*	B203112L005S	03	VDOC0852984	MILTON FL	08/15/09	08/15/09	TRUCK	1,575	18,900
9163		*	B203112L006T	03	VDOC0852984	WINTER HAVEN FL	08/15/09	08/15/09	TRUCK	1,461	17,532
9164		*	B203112L001	03	VDOC0852985	WINTER HAVEN FL	08/15/09	08/15/09	TRUCK	3,036	36,432
9165		*	B203112L002	03	VDOC0852986	WINTER HAVEN FL	08/15/09	08/15/09	TRUCK	3,036	36,432
9166		*	B203112L003	03	VDOC0852987	WINTER HAVEN FL	08/15/09	08/15/09	TRUCK	3,036	36,432
9167		*	B203112L004	03	VDOC0852988	WINTER HAVEN FL	08/15/09	08/15/09	TRUCK	3,036	36,432
9168		*	B203136L001	01	VDOC0852989	HAUPPAUGE NY	08/15/09	08/15/09	TRUCK	3,036	36,432
9171		*	B203112L008	03	VDOC0852974	WINTER HAVEN FL	08/31/09	08/31/09	TRUCK	3,036	36,432
9172		*	B203112L007	03	VDOC0852975	WINTER HAVEN FL	08/31/09	08/31/09	TRUCK	3,036	36,432
9173		*	B203112L009	03	VDOC0852976	WINTER HAVEN FL	08/31/09	08/31/09	TRUCK	3,036	36,432
9174		*	B203339L004S	04	VDOC0852977	WINTER HAVEN FL	08/31/09	08/31/09	TRUCK	3,036	36,432
9174		*	B203339L005T	04	VDOC0852977	CINCINNATI OH	08/31/09	08/31/09	TRUCK	2,277	27,324
9175		*	B203339L002T	04	VDOC0852978	LIMA OH	08/31/09	08/31/09	TRUCK	759	9,108
						DAYTON OH	08/31/09	08/31/09	TRUCK	1,012	12,144

REPORT NO.: MXG031RA
REFERENCE : PPCR40

PCIMS - DOMESTIC CONTRACT ABSTRACT - REQUEST DETAIL

PAGE : 2
05/20/09 15:17:25

U.S. DEPT OF AGRICULTURE
DOM PURCH ABSTRACT

PRODUCT
CHEESE

CONTRACT DATE
05/20/09

CONTRACT NO
VDOC02503

CONTRACTOR 2071800
MICELI DAIRY PRODUCTS
2721 E 90TH ST
CLEVELAND OH 441043301

SHIP POINT 2071801
MICELI DAIRY PRODUCTS
2721 E 90TH ST
CLEVELAND OH 441043301

ANNCE INVIT
ARRA1 001

PROGRAM AUTHORITY
MNP 307

COMMODITY PACKSIZE COMMPK FOB
CHEESE, MOZZARELLA, LMPS 12/1 LVS, UNFREN 055112 DESTINATION ---DELIVERY SCHEDULE---

VDOC0250301				PROGRAM FNS N/D NUMBER		DESTINATION	REQ DELV	DELV	TRANS	QUANTITY	PRICE PER	
ITEM	BRAND	SBA	REQUEST	REG			NLT	NLT	MODE	UNITS	(LBS)	LBS
9175		*	B203339L003U	04	VDOC0852978	LOGAN	08/31/09	08/31/09	TRUCK	870	10,440	1.85000
9175		*	B203339L001S	04	VDOC0852978	FAIRFIELD	08/31/09	08/31/09	TRUCK	1,154	13,848	1.85000
									SUB QUANTITY -	837,936	SUB COST -	1,562,568.48
									GRAND TOTAL QUANTITY -	837,936	TOTAL COST -	1,562,568.48

P.005
FAX No. 8169261782
AUG/20/2009/THU 09:45 PM USDA-FSA-MSD-ASB

MICELI DAIRY PRODUCTS
CONTRACT # VDOC02503
Solicitation # DPD-ARRA-09-001



United States
Department of
Agriculture

FARM SERVICE AGENCY
Kansas City, Missouri

The USDA plans to procure low moisture part skim mozzarella 1 lb chunks, white and yellow cheddar cheese reduced fat 2 lb chunks, yellow cheddar cheese reduced-fat 10 lb blocks, yellow pasteurized process American cheese reduced skim 5 lb sliced loaves, and pasteurized process American cheese reduced fat 2 lb loaves for distribution in the Emergency Food Assistance Program utilizing funds made available through the American Recovery and Reinvestment Act (ARRA). This procurement will help provide emergency nutrition assistance to low income Americans including the elderly and homeless by delivering high quality foods to our customers.

MAY 20, 2009

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CONTRACT CLAUSES

52.212-4 -- Contract Terms and Conditions -- Commercial Items. (Mar 2009)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **Payment.**

- (1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) **Prompt Payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(f) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (i)(2)(i)(C) of this clause, or fails to perform the agreement at paragraph (i)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

52.212-4 -Addendum**1. Condition of Acceptance:****Copies of Certificate of Analysis (COA), if required.**

The contractor shall submit an original invoice or the KC-269, Vendor or Processor Invoice (reverse side of Notice to Deliver), to the address designated in the contract to receive invoices. An invoice must include a certificate of analysis to adequately describe the commodity. The contractor shall state the product meets the compositional, physical and analysis, and other requirements of the contract.

For dairy products:

- a. The AMS Commodity Inspection Certificate or Cheese Graders Memorandum, and Certificate of Analysis (COA), or;
- b. If the Contractors Quality Control Management System was reviewed and found acceptable for the contract by USDA, the Contractor's commodity inspection certificate and COA.

If product delivered falls within the quality discount table as outlined in the commodity specifications, those factors shall be identified by an asterisk on the copies of COA.

If not otherwise a copy of a Government-issued inspection certificate.

A signed and dated "Contractor's Invoice Certification" evidencing the date of delivery and quantity (units) delivered in good condition.

- a. This can be either the Form KC-269 (reverse side), or
- b. A signed and dated commercial invoice evidencing the date of delivery and quantity (units) delivered in good condition which must include the following statement (either as a part of the commercial invoice or an attachment to):

"Contractor's Invoice Certification"

"I certify that this invoice presented for payment is true. This certification is executed with full knowledge of the provisions of 31 U.S.C. 3729, or 15 U.S.C. 714m(a), if applicable, imposing civil liability upon any person who shall make or cause to be made a false, fictitious, or fraudulent claim against the United States."

Authorized Signature

Date

Proof of delivery as evidenced by either a copy of the Bill of Lading or a commercial receipt signed and dated by the consignee, if the contractor does not complete a "Contractor's Invoice Certification."

Acceptance

Formal acceptance shall occur when the Government approves the invoice for payment.

Place of Acceptance

Place of Acceptance is USDA/FSA/KCCO/DPD-DMB, P. O. Box 419205, Kansas City, MO 64141-6205.

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (Mar 2009); ALT II (Mar 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub L. 111-5).

(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

(5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

(6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

(7) [Reserved]

(8) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(11) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637 (d)(4).)

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(12) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

(13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

(14) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

(18) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

(19) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

(20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

(21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(22) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

(25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

(ii) Alternate I (Dec 2007) of 52.223-16.

(31) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).

(32) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Feb 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(33) 52.225-5, Trade Agreements (Mar 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(34) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(38) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

(40) 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

___ (41) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

___ (43) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

X (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008)(31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(B) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(C) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(D) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(E) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(F) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(G) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(H) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(I) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(J) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(K) 52.222-54, Employment Eligibility Verification (Jan 2009).

(L) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(M) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels
(Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with
paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a
minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.212-5 – Addendum**Additional FAR Clauses****52.214-26 Audit and Records—Sealed Bidding. (Mar 2009), Alternate I (Mar 2009).**

(a) As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to—

- (1) The proposal for the modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the modification; or
- (4) Performance of the modification.

(c) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—

- (1) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract or a subcontract hereunder; and
- (2) Interview any officer or employee regarding such transactions.

(d) *Availability.* The Contractor shall make available at its office at all reasonable times the materials described in paragraph (b) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) (1) Except as provided in paragraph (e)(2), the Contractor shall insert a clause containing the provisions of this clause, including this paragraph (e), in all subcontracts.

(2) The authority of the Inspector General under paragraph (c)(2) of this clause does not flow down to subcontracts.

(End of clause)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://acquisition.gov/far/index.html>

<http://www.usda.gov/procurement/policy/agar.html>

(End of clause)

52.203-3 Gratuities. (Apr 1984)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Sept. 2007)

(Applicable for contracts exceeding the Simplified Acquisition Threshold of \$100,000.)

52.209-1 Qualification Requirements (Feb 1995)

Government contact for information on the standards for qualification: Kansas City Commodity Office at

<http://www.fsa.usda.gov/FSA/webapp?area=home&subject=coop&topic=pas-vr>.

52.211-11 Liquidated Damages- Supplies, Services, or Research and Development (Sep 2000)

NOTE: Liquidated damages are based upon delivery periods for f.o.b. destination contracts.

- (a) If the contractor fails to ship/deliver the supplies or perform the services within the time specified in this contract, the contractor shall, in place of actual damages, pay to the Government liquidated damages in accordance with the table below, not to exceed 45 days of delay.

Commodity (USDA Commodity Requirement) (http://www.fsa.usda.gov/FSA/webapp?area=home&subject=coop&topic=pas)	Rate	Per Net Weight
Cheese (Bulk) (BCD)	\$ 0.45	Cwt/day
Cheese (Processed) (PCD)		
Mozzarella Cheese (MCD)		

- (b) If the Government terminates this contract in whole or in part under the Default—Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains shipment/delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default—Fixed-Price Supply and Service clause in this contract.

- 52.211-16 Variation in Quantity (Apr 1984)**
(b) The permissible variation shall be limited to:
Five percent decrease
This decrease shall apply to each Notice to Deliver per contract.
- 52.214-27 Price Reduction for Defective Cost or Pricing Data-Modifications- Sealed Bidding (Oct 1997)**
(Applicable for contracts exceeding \$650,000.)
- 52.214-28 Subcontractor Cost or Pricing Data—Modifications—Sealed Bidding (Oct 1997)**
(Applicable for contracts exceeding \$650,000.)
- 52.222-1 Notice to the Government of Labor Disputes (Feb 1997)**
- 52.223-14 Toxic Chemical Release Reporting (Aug 2003)**
See EPA's web site at <http://www.epa.gov/tri> for guidance.
(Applicable for contracts exceeding \$100,000.)
- 52.225-5 Trade Agreements. Mar 2009)**
(Applicable for contracts valued at \$193,000 or more and only to the packaging and container components utilized by commodity vendors selling agricultural products to KCCO.)
- 52.228-2 Additional Bond Security (Oct 1997)**
(Applicable for contracts that require a performance bond.)
- 52.228-11 Pledge of Assets (Feb 1992)**
(Applicable for contracts that require a performance bond.)
- 52.228-14 Irrevocable Letter of Credit (Dec 1999)**
(Applicable for contracts that require a performance bond.)
- 52.232-8 Discounts for Prompt Payment (Feb 2002)**
- 52.232-11 Extras (Apr 1984)**
- 52.232-23 Assignment of Claims (Jan 1986)**

USDA forms CCC-251 (Notice of Assignment) and CCC-252 (Instrument of Assignment) may be obtained at:
<http://www.fsa.usda.gov/FSA/webapp?area=home&subject=coop&topic=pas>
or the contractor may use its own forms provided the forms are essentially consistent with CCC-251 and CCC-252 in content.

- 52.242-13 Bankruptcy (Jul 1995)**
(Applicable for contracts exceeding the Simplified Acquisition Threshold of \$100,000.)
- 52.244-6 Subcontracts for Commercial Items (March 2007)**
- 52.246-2 Inspection of Supplies- Fixed-Price (Aug 1996)**
Pursuant to FAR 46.401(b) & (c), the Government reserves the right to perform quality assurance at source; source includes, but are not limited to, contractor's manufacturing facility, packaging facility, warehouse, in-house laboratory, subcontractor's facilities, etc.
- 52.246-11 Higher-Level Contract Quality Requirement (Feb 1999)**
The contractor shall have in place a quality control system consistent with the following ISO principles specified in ANSI/ISO/ASQ Q9001-2000 "Quality Management Systems Requirements"¹:
- 4, Quality Management System
 - 5.1, Management Commitment
 - 5.3, Quality Policy
 - 5.5, Responsibility, Authority, Communication
 - 5.6, Management Review (Limited to 5.6.1 and 5.6.2)
 - 6, Resource Management
 - 7.1, Planning of Product Realization
 - 7.2, Customer Related Processes
 - 7.4, Purchasing Process
 - 7.5, Production and Service Provision
 - 7.6, Control, Monitoring and Measuring Devices
 - 8, Measurement, Analysis and Improvement

(KCCO's Quality Assurance Surveillance Plan defines the Government's methodology for monitoring contractor compliance with the higher-level standard and can found on the Commodity Operations website at:
<http://www.fsa.usda.gov/FSA/webapp?area=home&subject=coop&topic=pas>.)

(The ISO 9001-2000 standard can be ordered from the ANSI Electronics Standards Store at <http://www.ansi.org>.)

(End of Clause)

¹Official ISO certification is not required.

52.246-16 Responsibility for Supplies (Apr 1984)

52.247-34 F.o.b. Destination (Nov 1991)

52.247-58 Loading, Blocking, and Bracing of Freight Car Shipments (Apr 1984)

52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)

52.253-1 Computer Generated Forms (Jan 1991)

AGAR Clauses

452.211-74 Period of Performance (Feb 1988)

The period of performance of this contract is stipulated in the IFB.

452.247-70 Delivery Location (Feb 1988)

Shipment of deliverable items, other than reports, shall be to:
see Schedule of Supplies.

United States Origin of Agricultural Products, (48 CFR, Chapter 4, 470.103)

(a) Products of United States origin.

As provided by 7 U.S.C. 1732(2) and 1736o-1(a) commodities and the products of agricultural commodities acquired for use in international feeding and development programs shall be products of United States origin. A product shall not be considered to be a product of the United States if it contains any ingredient that is not produced in the United States if that ingredient is:

- (1) Produced in the United States; and
- (2) Commercially available in the United States at fair and reasonable prices from domestic sources.

(b) Use by the Food and Nutrition Service.

Commodities and the products of agricultural commodities acquired for use by the Food and Nutrition Service shall be a product of the United States, except as may otherwise be required by law, and shall be considered to be such a product if it is grown, processed, and otherwise prepared for sale or distribution exclusively in the United States except with respect to ingredients. Ingredients from nondomestic sources will be allowed to be utilized as a United States product if such ingredients are not otherwise:

- (1) Produced in the United States; and
- (2) Commercially available in the United States at fair and reasonable prices from domestic sources.

(c) Commingled product.

(1) Except as provided in paragraph (c)(2) of this section, a commingled product shall be considered to be a product of the United States if the offeror can establish that the offeror has in inventory at the time the contract for the commodity or product is awarded to the offeror, or obtains during the contract performance period specified in the solicitation, or a combination thereof, a sufficient quantity of the commodity or product that was produced in the United States to fulfill the contract being awarded, and all unfulfilled contracts that the offeror entered into to provide such commingled product to the United States.

(2) To the extent the Department has determined a commodity is one that is generally commingled, but is also one which can be readily stored on an identity preserved basis with respect to its country of origin, the Department may require that the commodity procured by the Department shall be of 100 percent United States origin.

(d) Product derived from animals.

With respect to the procurement of products derived from animals, the solicitation will set forth any specific requirement that is applicable to the country in which the animal was bred, raised, slaughtered or further processed.

Note: for this particular solicitation, paragraph (b) is applicable.

Seals on Transportation Conveyances

Suppliers of commodities, products and/or services shall be responsible for placing a seal(s) on all doors of each transportation conveyance upon completion of loading or servicing. The seal number(s) shall be entered on the bill of lading, which must be signed or acknowledged by the carrier or its agent. Seals shall be sequentially numbered, barrier-type and meet the American Society for Testing and Materials (ASTM) Standards. Seals shall be 1/8-inch diameter cable, high security bolt, or equivalent. Information on ASTM Standards may be found at <http://www.astm.org>.

Cole, Hilary - Kansas City, MO

From: Cole, Hilary - Kansas City, MO
Sent: Thursday, May 21, 2009 10:16 AM
To: 'jdmiceli@miceli-dairy.com'
Cc: Bolton, Linda - Kansas City, MO; 'Brad West'
Subject: DPD-ARRA-09-0001 Award Notification

Attachments: MICELI CONTRACT ARRA_Final.pdf



MICELI CONTRACT
ARRA_Final.pdf..

Please find the attached award notification. Should you have questions please contact the contracting officer.

Thanks,

Hilary Cole
Contract Specialist
USDA-FSA-KCCO-DPD-DMB
816-926-6645 (telephone)
816-627-0608 (fax)



**United States
Department of
Agriculture**

**Marketing and
Regulatory
Programs**

**Agricultural
Marketing
Service**

Dairy Programs

April 2009

Dairy Plants Surveyed and Approved for USDA Grading Service

1/20/09

PREFACE

The dairy plants listed in this publication are inspected at least twice yearly by the U.S. Department of Agriculture (USDA). Plant approval is determined by unannounced inspections covering more than 100 items, including milk supply, plant facilities, condition of equipment, sanitary practices, and processing procedures. USDA inspection and grading services are performed under the Regulations in 7 CFR Part 58—*Grading and Inspection, General Specifications for Approved Plants and Standards for Grades of Dairy Products* administered by the Dairy Grading Branch of USDA's Agricultural Marketing Service (AMS).

USDA assigns dairy plant approvals using the two following categories:

- Section I:** Plants listed in this section produce products that are manufactured from dairy ingredients meeting the requirements found in the regulations or originate from USDA-approved plants and are therefore eligible for USDA grading or inspection service. These products are designated by "B," "C," "D," "F," "M," "S" and "W" codes.
- Section II:** Plants listed in this section may have products produced from dairy ingredients that did not originate from USDA-approved plants ("unapproved source plants"). Unapproved source plants are plants that, upon inspection, are found not to meet USDA minimum requirements or plants that do not participate in the voluntary USDA plant inspection program. In all other respects the plant must meet the same requirements as a Section I plant. These operations are designated by "P" codes. The products processed or packaged by these plants are not eligible for USDA grading and inspection service unless they are produced or processed from approved dairy ingredients under continuous USDA inspection.

Plant approval for grading service does not constitute an endorsement of product quality. However, such assurance can be achieved by official grading to evaluate the product according to a U.S. grade standard or product specification, or a quality specification of the buyer or seller.

The USDA plant inspection program is widely used by the dairy industry. Plant managers recognize it as an important means for improving and maintaining a sound operation for producing dairy products that will meet specific grade or contract requirements and that have the uniform quality essential for buyer and consumer approval and protection. Buyers also find this program a reliable guide to sources of dairy products that have been produced under sanitary and wholesome conditions.

The Dairy Grading Branch also provides grading services under its Resident Grading and Quality Control Program, the Partners for Dairy Quality (PDQ) Program, and by request. Plants using the Resident Grading Program are shown in this publication with an asterisk (*). This full-time program offers on-the-spot official grading of the plant's manufactured products, laboratory testing, and plant inspection services. The resident program also makes available to the plant manager the technical knowledge and experience of the Dairy Grading Branch's supervisory staff for help in solving product quality problems. Products eligible for certification from plants participating in the PDQ Program are shown in this publication with a cross (†). This audit-

based program gives the plant the flexibility to produce and ship products at the customers request but requires frequent, periodic audits of the production records and processes by the Dairy Grading Branch to ensure that the products are produced according to the plant's USDA-accepted quality management plan.

In addition to these inspection and grading services, the USDA provides a Dairy Equipment Sanitary Design Evaluation Service. This service provides both fabricators and users a means to assure that the equipment meets all inspection requirements. USDA fully supports and utilizes the 3-A Sanitary Standards and 3-A Accepted Practices for design evaluations. In those instances where 3-A Sanitary Standards or 3-A Accepted Practices have not been developed, the *USDA Guidelines for the Sanitary Design and Fabrication of Dairy Processing Equipment* is the criteria used.

These services are available on a voluntary basis, and fees are charged to cover costs. Managers of dairy plants and other interested persons may obtain information about these services by contacting the Washington Staff or the National Field Office. A listing of staff persons to be contacted for additional information is provided at the end of this publication.

Plants listed in this publication are identified by State-assigned code numbers (where available) in accordance with the national uniform coding system known as FIPS (Federal Information Processing Standards). This State-assigned identification precedes the plant name listing. Each State has also been assigned a two-digit number which appears in this publication before the name of the State.

This publication is revised every three months to reflect changes in plant approval codes and to include new plants. This and other publications are available by contacting the Dairy Grading Branch or from our home page at <http://www.ams.usda.gov/dairy/grade.htm>.

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SECTION I

**LISTING OF PLANTS PRODUCING PRODUCTS
ELIGIBLE FOR USDA GRADING OR
INSPECTION SERVICE**

**A LISTING OF PLANTS WHICH HAVE PROCESSING
OR PACKAGING OPERATIONS THAT MEET USDA
REQUIREMENTS FOR FACILITIES AND SANITATION ONLY
IS CONTAINED IN SECTION II.**

SECTION I

Codes shown below denote products that are eligible for USDA grading or inspection service, which are manufactured from USDA-approved dairy ingredients at USDA-approved dairy plants listed in this publication.

Butter Products - B

B1	Butter (bulk)
B2	Butter (consumer size package)
B3	Anhydrous Milkfat/Butteroil
B4	Plastic Cream
B5	99.8% Milkfat from Whey Cream
B6	Concentrated Milkfat
B8	Whipped Butter
B9	Lite Butter

Frozen Dessert Products - F

F1	Ice Cream Mix
F2	Ice Cream (except novelties)
F3	Ice Cream Novelties
F8	Frozen Yogurt Mix
F9	Frozen Yogurt
F10	Frozen Yogurt Novelties
F12	Frozen Tofu Mix
F15	Ice Cream Mix Base

Milk and Liquid Dairy Products - M

M1	Milk
M2	Cream
M3	Whey Cream
M6	Frozen Cream
M7	Skim Milk
M8	Condensed Skim Milk
M9	Condensed Milk
M10	Sweetened Condensed Milk
M11	Evaporated Milk
M12	Evaporated Filled Milk
M13	Buttermilk or Buttermilk Product
M14	Condensed Buttermilk or Buttermilk Product
M20	RO Concentrated Milk
M21	UHT Milk
M22	RO Concentrated Skim Milk
M23	RO Concentrated Buttermilk or Buttermilk Product
M24	Reduced Lactose Milk and Milk Products
M25	Evaporated UHT milk

Cheese and Cheese Products - C

The codes numbered C3 through C47 refer only to the bulk manufacturing process for the listed varieties and include the reduced fat product. See Specialty Products-S for the appropriate code for imitation, substitute, and analog cheeses. The codes do not indicate USDA-approval for any packaging operations or processes related to changes in physical appearance of the cheese that may be conducted at the manufacturing plant.

C3	American (Cheddar, Colby, Granular Curd or Washed Curd)
C4	Swiss, Emmentaler, Swiss Cheese for Manufacturing
C5	Brick
C6	Muenster
C7	Monterey Jack
C8	Limburger
C9	Neufchatel
C10	Cream Cheese
C11	Bakers
C12	Cottage (dry or creamed)
C13	Farmers
C14	Ricotta
C15	Ricotone
C16	Blue
C17	Mozzarella
C18	Provolone
C20	Parmesan
C21	Romano
C22	Hard Grating Cheese
C24	Pepato
C26	Queso Blanco-Latin Style
C29	Baby Swiss
C30	Edam
C31	Gouda
C33	Caciocavallo
C34	Asiago
C35	Specialty Cheeses
C36	Gorgonzola
C37	Bondost
C38	Cheese Curd
C39	Brie
C40	Camembert
C41	Feta
C42	Fontina
C44	Semisoft Cheeses, Semisoft Part-Skim Cheeses
C45	Skim Milk Cheese for Manufacturing
C46	Havarti
C47	Natural Cheese Trim

Cheese and Cheese Products - C (continued)

Codes numbered C48 through C59 refer to packaging operations and to processes designed to change the physical appearance of the cheese. Packaged cheese or cheese that is physically changed from its manufactured state is considered to originate from a USDA-approved plant only when the plant is listed with the appropriate code for the specific applied operation.

C48	Pasteurized Process Cheese, Cheese Food, or Cheese Spread
C49	Cold Pack Cheese, Cheese Food, or Cheese Spread
C50	Natural Cheese (consumer size package, any variety)
C51	String/Strip Cheese Packaging
C52	Shredded, Grated, Crumbled, or Diced Cheese (bulk package, any variety)
C53	Shredded, Grated, Crumbled, or Diced Cheese (consumer size package, any variety)
C54	Dried Natural Cheese (bulk package, any variety)
C55	Dried Natural Cheese (consumer size package, any variety)
C56	Dried Pasteurized Process Cheese, Cheese Food, or Cheese Spread (bulk package)
C57	Dried Pasteurized Process Cheese, Cheese Food, or Cheese Spread (consumer size package)
C58	Dried Shredded, Grated, Crumbled, or Diced Cheese (bulk package)
C59	Dried Shredded, Grated, Crumbled, or Diced Cheese (consumer size package)

The following code can be assigned in addition to codes C3-C59, when the plant is producing cheese with added ingredients (e.g., bacon, basil, pepper, tomato, etc.). For example, a plant producing pepper jack (Monterey Jack cheese with peppers added) can request the C7 code in addition to the C60 code. If the pepper jack is in a consumer sized package the plant can also request the C50 code.

C60 Cheese With Added Ingredients

Codes shown below denote products that are eligible for USDA grading or inspection service, which are manufactured from USDA-approved dairy ingredients at USDA-approved dairy plants listed in this publication.

Plants in Section I approved for codes marked with an asterisk (*) are subscribing to the USDA Salmonella Surveillance Program. This program monitors plant control by quarterly USDA sampling and testing of environmental and product samples, together with an established system of follow-up in the event of a positive result. While this USDA monitoring implies a certain degree of safety, the relatively low level of official testing does not ensure the absence of Salmonella organisms in products manufactured in USDA-approved operations.

Dry Milk Products - D

*D1	Dry Milk (nonfat and whole)
*D2	Instant Dry Milk (nonfat and whole)
*D3	Dry Cream
*D6	Dry Buttermilk or Buttermilk Product
*D8	Dry Cultured Buttermilk, Spray Process
*D13	Dry Calcium Reduced Skim Milk
*D16	Dry Skim-Buttermilk Blend

Whey and Whey Products - W

W1	Whey
W2	Concentrated Whey
*W3	Dry Whey
*W4	Instant Dry Whey
*W5	Lactose
W6	Reduced Lactose Whey
W7	Concentrated Reduced Lactose Whey
*W8	Dry Reduced Lactose Whey
W9	Reduced Minerals Whey
W10	Concentrated Reduced Minerals Whey
*W11	Dry Reduced Minerals Whey
W12	Reduced Lactose and Reduced Minerals Whey
W13	Concentrated Reduced Lactose and Reduced Minerals Whey
*W14	Dry Reduced Lactose and Reduced Minerals Whey
W15	Whey Protein Concentrate
W16	Concentrated Whey Protein Concentrate
*W17	Dry Whey Protein Concentrate
W18	RO Concentrated Whey
W20	Whey Permeate
W21	Concentrated Whey Permeate
*W22	Dry Reduced Mineral Whey Protein Concentrate
*W23	Instant Dry Whey Protein Concentrate
*W24	Dry Whey Permeate

Codes shown below denote products that are eligible for USDA grading or inspection service, which are manufactured from USDA-approved dairy ingredients at USDA-approved dairy plants listed in this publication.

Plants in Section I approved for codes marked with an asterisk (*) are subscribing to the USDA Salmonella Surveillance Program. This program monitors plant control by quarterly USDA sampling and testing of environmental and product samples, together with an established system of follow-up in the event of a positive result. While this USDA monitoring implies a certain degree of safety, the relatively low level of official testing does not ensure the absence of Salmonella organisms in products manufactured in USDA-approved operations.

Specialty Products - S

S4	UF Permeate Containing Lactose
S5	Imitation, Substitute, or Analog Cheese
*S6	Dry Cream Substitute (bulk package)
*S8	Dry Cream Substitute (consumer size package)
S9	Sour Cream, Acidified Sour Cream
S10	Diet Food (bulk package)
S11	Diet Food (consumer size package)
S12	Margarine ** (bulk package)
*S13	Dry Malted Milk
S14	Margarine ** (consumer size package)
*S15	Dry Infant Formula
S16	Yogurt
S17	Lactoferrin
*S18	Dry Mix Base for Frozen Desserts
*S19	Conversion of Casein and Drying of Caseinate
S20	Nondairy Topping
S21	Pudding or Custard
*S22	Dry Eggnog
*S24	Dry Blends (may contain: skim milk, caseinates, whey, soya, or buttermilk)***
S30	Liquid Infant Formula (production and packaging)
*S33	Instant Lowfat Imitation Dry Milk
*S37	Dry Yogurt
S39	Dairy Dips, Nondairy Dips
S42	Concentrated Malted Milk
*S44	Dry Pudding or Custard
S45	Aseptic Pudding or Custard
S46	Processing and Packaging of Flavored Drinks

** Manufactured from vegetable oil (margarine made with animal fat ingredients is under the inspection of Meat and Poultry Inspection Operations, Food Safety and Inspection Service, USDA).

*** Dry blend labels shall clearly declare all ingredients

DAIRY PLANTS SURVEYED AND
APPROVED FOR USDA GRADING SERVICE

PLANT NUMBER	NAME OF FIRM	LOCATION	CODE DENOTING PRODUCT OR OPERATION
-----------------	--------------	----------	---------------------------------------

Out of Scope

*USDA RESIDENT GRADING SERVICE PROVIDED

DAIRY PLANTS SURVEYED AND
APPROVED FOR USDA GRADING SERVICE

PLANT NUMBER	NAME OF FIRM	LOCATION	CODE DENOTING PRODUCT OR OPERATION
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Out of Scope			
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*USDA RESIDENT GRADING SERVICE PROVIDED

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PLANT NUMBER	NAME OF FIRM	LOCATION	CODE DENOTING PRODUCT OR OPERATION
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DAIRY PLANTS SURVEYED AND
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PLANT NUMBER	NAME OF FIRM	LOCATION	CODE DENOTING PRODUCT OR OPERATION
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Out of Scope

*USDA RESIDENT GRADING SERVICE PROVIDED

DAIRY PLANTS SURVEYED AND
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PLANT NUMBER	NAME OF FIRM	LOCATION	CODE DENOTING PRODUCT OR OPERATION
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*USDA RESIDENT GRADING SERVICE PROVIDED

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PLANT NUMBER	NAME OF FIRM	LOCATION	CODE DENOTING PRODUCT OR OPERATION
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Out of Scope			
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*USDA RESIDENT GRADING SERVICE PROVIDED

DAIRY PLANTS SURVEYED AND APPROVED FOR USDA GRADING SERVICE

PLANT NUMBER	NAME OF FIRM	LOCATION	CODE DENOTING PRODUCT OR OPERATION
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Out of Scope

39-OHIO

Out of Scope

MICELI DAIRY PRODUCTS

WILMINGTON, OHIO

C14 C17 C18 C52 C53 M1

Out of Scope

*USDA RESIDENT GRADING SERVICE PROVIDED

DAIRY PLANTS SURVEYED AND
APPROVED FOR USDA GRADING SERVICE

PLANT NUMBER	NAME OF FIRM	LOCATION	CODE DENOTING PRODUCT OR OPERATION
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Out of Scope			
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*USDA RESIDENT GRADING SERVICE PROVIDED

DAIRY PLANTS SURVEYED AND
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PLANT NUMBER	NAME OF FIRM	LOCATION	CODE DENOTING PRODUCT OR OPERATION
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Out of Scope

DAIRY PLANTS SURVEYED AND
APPROVED FOR USDA GRADING SERVICE

PLANT NUMBER NAME OF FIRM LOCATION CODE DENOTING PRODUCT OR OPERATION

Out of Scope			
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*USDA RESIDENT GRADING SERVICE PROVIDED

DAIRY PLANTS SURVEYED AND
APPROVED FOR USDA GRADING SERVICE

PLANT NUMBER	NAME OF FIRM	LOCATION	CODE DENOTING PRODUCT OR OPERATION
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APPROVED FOR USDA GRADING SERVICE

PLANT NUMBER	NAME OF FIRM	LOCATION	CODE DENOTING PRODUCT OR OPERATION
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Out of Scope

*USDA RESIDENT GRADING SERVICE PROVIDED

DAIRY PLANTS SURVEYED AND
APPROVED FOR USDA GRADING SERVICE

PLANT NUMBER	NAME OF FIRM	LOCATION	CODE DENOTING PRODUCT OR OPERATION
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Out of Scope

DAIRY PLANTS SURVEYED AND
APPROVED FOR USDA GRADING SERVICE

PLANT NUMBER NAME OF FIRM LOCATION CODE DENOTING PRODUCT OR OPERATION

Out of Scope

SECTION II

**LISTING OF PLANTS WHICH HAVE PROCESSING OR
PACKAGING OPERATIONS THAT MEET USDA
REQUIREMENTS FOR FACILITIES AND SANITATION ONLY.**

**PRODUCTS PROCESSED OR PACKAGED BY THESE PLANTS
MAY BE PRODUCED FROM DAIRY INGREDIENTS
WHICH DID NOT ORIGINATE IN PLANTS APPROVED BY USDA.**

**THESE PRODUCTS ARE ELIGIBLE FOR
USDA GRADING AND INSPECTION SERVICE ONLY WHEN
PRODUCED UNDER CONTINUOUS USDA INSPECTION**

SECTION II

Plants listed in this section may have products produced from dairy ingredients that did not originate from USDA-approved plants ("unapproved source plants"). Unapproved source plants are plants that, upon inspection, are found not to meet USDA minimum requirements or plants that do not participate in the voluntary USDA plant inspection program. In all other respects the plant must meet the same requirements as a Section I plant. These operations are designated by "P" codes.

The products processed or packaged by these plants are not eligible for USDA grading and inspection service unless they are produced or processed from approved dairy ingredients under continuous USDA inspection.

The two requirements of continuous inspection and usage of ingredients from USDA-approved plants must be satisfied in order for production from a "P" code plant to be used in products made in USDA-approved plants listed in Section I. A USDA certificate must be issued to accompany product produced in a "P" code plant to show that the product meets these two requirements and may therefore be used in products produced by plants listed in Section I.

Plants in Section II approved for codes marked with a single asterisk (*) are subscribing to the USDA Salmonella Surveillance Program. This program monitors plant control by quarterly USDA sampling and testing of environmental samples only, together with an established system of follow-up in the event of a positive result. This Salmonella Surveillance Program is limited to the testing of only environmental samples whenever the products manufactured by a "P" code plant are produced with dairy ingredients from unapproved source plants. Plant management may request Salmonella analysis of a plant's "P" code production, provided it has been produced under continuous USDA inspection. While this USDA monitoring implies a certain degree of safety, the relatively low level of official testing does not ensure the absence of Salmonella organisms in products manufactured in USDA-approved plants.

Packaging and Processing - P

- P1 Packaging of Butter (consumer size package)
- P2 Processing and Packaging of Whipped Butter (any size package)
- *P3 Blending or Packaging of Dry Products
- P8 Processing and Packaging of Cream Cheese
- ~~P9~~ Processing and Packaging Cheese into Pasteurized Process Cheese, Cheese Food, or Cheese Spread
- P10 Cutting and Packaging of Cheese (any variety)
- P11 Shredding, Grating, Crumbling or Dicing of Cheese (includes packaging)
- P13 Processing and Packaging of Butter into Butteroil
- *P14 Drying and Packaging of Cheese Products
- P19 Processing and Packaging of Cheese into Cold-pack Cheese, Cold-pack Cheese Food, or Cold-pack Cheese Spread
- P20 Packaging of Margarine**
- *P22 Conversion of Casein and Drying of Caseinate
- P28 Processing and Packaging of Liquid Products
- P31 Processing and Packaging of Ice Cream and Frozen Desserts (except novelties)
- P32 Processing and Packaging of Frozen Novelties

** Manufactured from vegetable oil. (Margarine made with animal fat ingredients is under the inspection of Meat and Poultry Inspection Operations, Food Safety and Inspection Service, USDA.)

DAIRY PLANTS SURVEYED AND
APPROVED FOR USDA GRADING SERVICE

PLANT NUMBER	NAME OF FIRM.	LOCATION	CODE DENOTING PRODUCT OR OPERATION
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Out of Scope

DAIRY PLANTS SURVEYED AND
APPROVED FOR USDA GRADING SERVICE

PLANT NUMBER	NAME OF FIRM	LOCATION	CODE DENOTING PRODUCT OR OPERATION
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Out of Scope

DAIRY PLANTS SURVEYED AND
APPROVED FOR USDA GRADING SERVICE

PLANT NUMBER	NAME OF FIRM	LOCATION	CODE DENOTING PRODUCT OR OPERATION
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Out of Scope

DAIRY PLANTS SURVEYED AND
APPROVED FOR USDA GRADING SERVICE

PLANT NUMBER	NAME OF FIRM	LOCATION	CODE DENOTING PRODUCT OR OPERATION
-----------------	--------------	----------	---------------------------------------

Out of Scope			
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DAIRY GRADING BRANCH**WASHINGTON STAFF**

Kenneth R. Vorgert, Chief, Dairy Grading Branch 630-437-5037
 Carrie L. Sayasithsena, National Program Coordinator, All Products,
 Grade Labels, Resident Programs, Program Accounting 202-720-9381
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 Equipment and Facility Reviews 202-720-9386
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 Fax Number 202-720-2643
 E-Mail First name.Last name@ams.usda.gov (i.e., Ken.Vorgert@ams.usda.gov)
 Home Page <http://www.ams.usda.gov/dairygrading>

USDA/AMS/Dairy Grading Branch

Room 2746 - S
 1400 Independence Ave., SW
 Washington, D.C. 20250-0230

EXPORT CERTIFICATION PROGRAM

Phone 202-720-7473
 Fax 202-720-2643
 Web page for European Union Health Certification Program

NATIONAL FIELD OFFICE

Noreen K. Ratzlaff, National Field Director 630-437-5024
 Vacant, Assistant National Field Director 630-810-9999
 Roger J. Pamment, Training Officer 630-437-5070
 Bari Kinne, Administrative Officer 630-437-5073
 Fax Number 630-437-5060
 E-Mail First name.Last name@ams.usda.gov (i.e., Noreen.Ratzlaff@ams.usda.gov)

USDA/AMS/Dairy Grading Branch
 2150 Western Court, Suite 100
 Lisle, Illinois 60532-3900

DAIRY STANDARDIZATION BRANCH

Susan M. Sausville, Chief, Dairy Standardization Branch 202-720-9385
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 Reginald L. Pastuer, Agricultural Marketing Specialist 202-690-3571
 Vacant, Program Review and Evaluation Specialist 202-720-9380
 Fax Number 202-720-2643
 E-Mail First name.Last name@ams.usda.gov (i.e., Susan.Sausville@ams.usda.gov)
 Home Page <http://www.ams.usda.gov/DairyStandards>

USDA/AMS/Dairy Standardization Branch
 Room 2746 - S
 1400 Independence Ave., SW
 Washington, D.C. 20250-0230

LABORATORY SERVICE

Within AMS, the Science and Technology Programs bears the responsibility for performing or coordinating the performance of laboratory analyses. AMS laboratory testing service for dairy and related products is available, upon request, to any plant, industry, or private organization that wants its products analyzed.

Samples may be sent directly without prearrangement, but should be accompanied by a request listing the tests desired and the name and address of the firm or person to be billed for the service. Upon request, results will be telephoned collect as soon as analyses are completed. The request should specify the telephone and fax number and person to contact.

To request laboratory services and a schedule of the fees associated with product testing, contact:

USDA, AMS, S&T, FLS
 National Science Laboratory
 801 Summit Crossing Place, Suite B
 Gastonia, NC 28054

Telephone 704-867-3873
 Fax 704-853-2800
<http://www.ams.usda.gov/ScienceandTechnology>

United States
Department of
Agriculture

Marketing and Regulatory Programs

Agricultural Marketing Service
Dairy Grading Branch
Rm 2746-South Bldg.
1400 Independence Ave., S.W.
Washington, DC 20250-0230

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United States Department of Agriculture
Agricultural Marketing Service
Dairy Grading Branch
Rm. 2746-S
1400 Independence Ave., S.W.
Washington, DC 20250-0230

Based on the standards specified in FAR 9.104 - this contractor is determined responsible & eligible for award.

DPD/PEB D.M.B.

Invitation: ARRA1-001

Date: 5/20/09

Miceli Dairy

Spec	CO	Item reviewed/discussed
✓	✓	Price Comparison with the specialists signed and dated certification: "I certify that I have opened, read, and unless otherwise noted below, have considered for award all offers received in response to this solicitation."
✓	✓	DEBES- Bid Certification Summary see attached Cert Summary
✓	✓	Latest FSA audit date and score by: Vendor, Plant Miceli Dairy, Cleveland, OH 4/4/2008
✓	✓	FY 2006 Subcontracting plan - date approved N/A Vendor is a small business
✓	✓	CCR by vendor DUNS number 004225801 Good through 2/10/2010
✓	✓	ORCA by vendor DUNS number 004225801 Good through 2/12/2010
✓	✓	Parties excluded from Federal Procurement Programs by DUNS number 004225801 See attached
✓	✓	Timely Deliveries? All timely Yes -> See attached report
✓	✓	Quality Complaints? No -> See attached ECOS Report
✓	✓	Financial Statement - date approved Stmnt 12/31/08 Approved 3/18/09 CO Review again 5/20/09
✓	✓	PPCR34 Discuss: Items that will not be awarded to a real bidder (due to price, no offers, capacity, deletion, and etc.) qty 619,344 Shortfall due to no offer (see attached)
✓	✓	Items not awarded to the low bidder N/A - all awarded to serial # 1
✓	✓	Equal low bids N/A
✓	✓	Set aside or 8(a) items that will not be awarded to the small business or 8(a) Set-aside totally for SB
✓	✓	Copy of funds certification signed by a Certifying Official.

Miceli Dairy is AMS approved per the AMS Dairy Grading Book April 2009

Note: All information affecting the award decision must be communicated in writing to the CO.

Specialist: *M. Daley Cole*

CO: *Linda T. Bolton*

Date: 5/20/09

Date: 5/20/09

- 9.703 -- Contracting with Individual Pool Members.

FAR -- Part 9 Contractor Qualifications

(FAC 2005-28)
(12 December 2008)

9.000 -- Scope of Part.

This part prescribes policies, standards, and procedures pertaining to prospective contractors' responsibility; debarment, suspension, and ineligibility; qualified products; first article testing and approval; contractor team arrangements; defense production pools and research and development pools; and organizational conflicts of interest.

Subpart 9.1 -- Responsible Prospective Contractors

9.100 -- Scope of Subpart.

This subpart prescribes policies, standards, and procedures for determining whether prospective contractors and subcontractors are responsible.

9.101 -- Definition.

"Surveying activity," as used in this subpart, means the cognizant contract administration office or, if there is no such office, another organization designated by the agency to conduct preaward surveys.

9.102 -- Applicability.

(a) This subpart applies to all proposed contracts with any prospective contractor that is located --

- (1) In the United States or its outlying areas; or
- (2) Elsewhere, unless application of the subpart would be inconsistent with the laws or customs where the contractor is located.

(b) This subpart does not apply to proposed contracts with

- (1) Foreign, State, or local governments;
- (2) Other U.S. Government agencies or their instrumentalities; or
- (3) Agencies for the blind or other severely handicapped (see Subpart 8.7).

9.103 -- Policy.

- (a) Purchases shall be made from, and contracts shall be awarded to, responsible prospective contractors only.
- (b) No purchase or award shall be made unless the contracting officer makes an affirmative determination of responsibility. In the absence of information clearly indicating that the prospective contractor is responsible, the contracting officer shall make a determination of nonresponsibility. If the prospective contractor is a small business concern, the contracting officer shall comply with subpart 19.6, Certificates of Competency and Determinations of Responsibility. (If Section 8(a) of the Small Business Act (15 U.S.C. 637) applies, see Subpart 19.8.)
- (c) The award of a contract to a supplier based on lowest evaluated price alone can be false economy if there is subsequent default, late deliveries, or other unsatisfactory performance resulting in additional contractual or administrative costs. While it is important that Government purchases be made at the lowest price, this does not require an award to a supplier solely because that supplier submits the lowest offer. A prospective contractor must affirmatively demonstrate its responsibility, including, when necessary, the responsibility of its proposed subcontractors.

9.104 - Standards.

9.104-1 - General Standards.

To be determined responsible, a prospective contractor must --

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them (see 9.104-3(a)); ✓
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments; ✓
- (c) Have a satisfactory performance record (see 9.104-3(b) and Subpart 42.15). A prospective contractor shall not be determined responsible or nonresponsible solely on the basis of a lack of relevant performance history, except as provided in 9.104-2;
- (d) Have a satisfactory record of integrity and business ethics (for example, see Subpart 42.15);
- (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See 9.104-3 (a).)
- (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (see 9.104-3(a)); and
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

9.104-2 -- Special Standards.

- (a) When it is necessary for a particular acquisition or class of acquisitions, the contracting officer shall develop, with the assistance of appropriate specialists, special standards of responsibility. Special standards may be particularly desirable when experience has demonstrated that unusual expertise or specialized facilities are needed for adequate contract performance. The special standards shall be set forth in the solicitation (and so identified) and shall apply to all offerors.

CCR Detail Search Results

Not to be used as certifications and representations. See QRCA for official certification.

Current Registration Status: Active in CCR; Registration valid until 02/10/2010.

DUNS: 004225801

DUNS PLUS4:

CAGE/NCAGE: 3TMB3

Legal Business Name: MICELI DAIRY PRODUCTS COMPANY

Doing Business As (DBA):

Division Name:

Division Number:

Company URL:

Physical Street Address 1: 2721 E 90TH ST

Physical Street Address 2:

Physical City: CLEVELAND

Physical State: OH

Physical Foreign Province:

Physical Zip/Postal Code: 44104-3301

Physical Country: USA

Mailing Name: MICELI DAIRY PRODUCTS CO

Mailing Street Address 1: 2721 E 90TH ST

Mailing Street Address 2:

Mailing City: CLEVELAND

Mailing State: OH

Mailing Foreign Province:

Mailing Zip/Postal Code: 44104-3301

Mailing Country: USA

Business Start Date: 04/01/1959

CORPORATE INFORMATION**Type of Organization**

Corporate Entity, Not Federal Tax Exempt
(State of Incorporation is OH)

Business Types/Grants

2X - For-Profit Organization

A3 - Labor Surplus Area Firm

MF - Manufacturer of Goods

VN - Contracts

DISASTER RESPONSE INFORMATION

10

Bonding Levels

**Construction Bonding Level, Per Contract
(dollars):**

**Construction Bonding Level, Aggregate
(dollars):**

Service Bonding Level, Per Contract (dollars):

Service Bonding Level, Aggregate (dollars):

Geographic Areas Served

No geographic areas specified

GOODS / SERVICES**North American Industry Classification System (NAICS)**

311513 - Cheese Manufacturing

Standard Industrial Classification (SIC)

2022 - CHEESE, NATURAL AND PROCESSED

Product Service Codes (PSC)

Federal Supply Classification (FSC)

8910 - Dairy Foods and Eggs

SMALL BUSINESS TYPES

SDB, 8A and HubZone certifications come from the Small Business Administration and are not editable by CCR vendors.

Business Types**Expiration Date**

XX - SBA Certified Hub Zone Firm

--

North American Industry Classification System (NAICS)

The small business size status is derived from the receipts, number of employees, assets, barrels of oil, and/or megawatt hours entered by the vendor during the registration process.

NAICS Code	Description	Small Business	Emerging Small Business
311513	Cheese Manufacturing	Yes	No

CCR POINTS OF CONTACT**Government Business Primary POC**

Name: DOUG TRENT

Address Line 1: 2721 EAST 90TH ST.

Address Line 2:

City: CLEVELAND

State: OH

Foreign Province:

Zip/Postal Code: 44104

Country: USA

U.S. Phone: 216-791-6222 Ext.121

Non-U.S. Phone:

Government Business Alternate POC

Name: CINDY WALD

Address Line 1: 2721 EAST 90TH ST.

Address Line 2:

City: CLEVELAND

State: OH

Foreign Province:

Zip/Postal Code: 44104

Country: USA

U.S. Phone: 216-791-6222 Ext.112

Non-U.S. Phone:

Fax: 216-231-2504

Fax: 216-231-2504

Past Performance Primary POC

Past Performance Alternate POC

Name: DOUG TRENT

Name: CINDY WALD

Address Line 1: 2721 EAST 90TH ST.

Address Line 1: 2721 EAST 90TH ST.

Address Line 2:

Address Line 2:

City: CLEVELAND

City: CLEVELAND

State: OH

State: OH

Foreign Province:

Foreign Province:

Zip/Postal Code: 44104

Zip/Postal Code: 44104

Country: USA

Country: USA

U.S. Phone: 216-791-6222 Ext.121

U.S. Phone: 216-791-6222 Ext.112

Non-U.S. Phone:

Non-U.S. Phone:

Fax: 216-231-2504

Fax: 216-231-2504

Electronic Business Primary POC

Electronic Business Alternate POC

Name: CINDY WALD

Name: DOUG TRENT

Address Line 1: 2721 EAST 90TH ST.

Address Line 1: 2721 EAST 90TH ST.

Address Line 2:

Address Line 2:

City: CLEVELAND

City: CLEVELAND

State: OH

State: OH

Foreign Province:

Foreign Province:

Zip/Postal Code: 44104

Zip/Postal Code: 44104

Country: USA

Country: USA

U.S. Phone: 216-791-6222 Ext.112

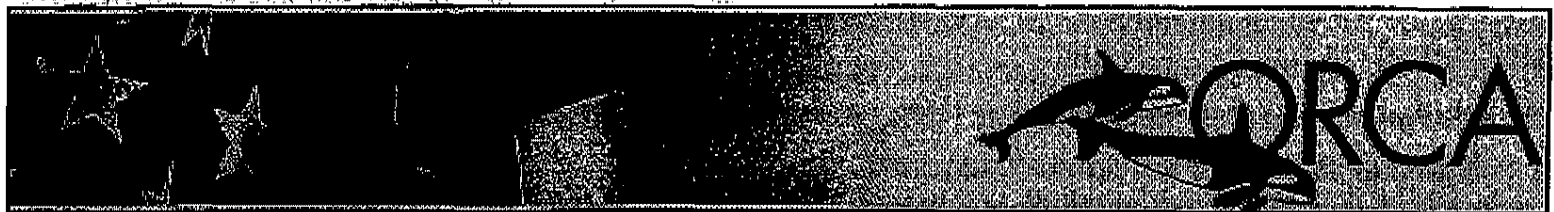
U.S. Phone: 216-791-6222 Ext.121

Non-U.S. Phone:

Non-U.S. Phone:

Fax: 216-231-2504

Fax: 216-231-2504



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Representations and certifications provided by vendors through ORCA may be supplemented by information submitted to the Government in response to a specific solicitation.

Company Name: MICELI DAIRY PRODUCTS COMPANY

DUNS: 004225801

Certification Validity:

From: 02/12/2009 08:54:33 AM (EST)

To: 02/12/2010 08:54:33 AM (EST)

By submitting this certification, I, **Cindy Wald**, am attesting to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent **MICELI DAIRY PRODUCTS COMPANY** in any of the above representations or certifications to the Government.

Provision	
52.203-2	Certificate of Independent Price Determination
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.204-3	Taxpayer Identification
52.204-5	Women-Owned Business (Other Than Small Business)
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52.212-3	Offeror Representations and Certifications - Commercial Items (Alternate 1 & 2)
52.214-14	Place of Performance - Sealed Bidding
52.215-6	Place of Performance
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52.219-19	Small Business Concern Representation for the Small Business Competitiveness Demonstration Program
52.219-21	Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program
52.219-22	Small Disadvantaged Business Status (Alternate 1)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products
52.222-22	Previous Contracts and Compliance Reports
52.222-25	Affirmative Action Compliance
52.222-38	Compliance with Veterans' Employment Reporting Requirements
52.222-48	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification
52.222-52	Exemption from Application of the Service Contract Act to Contracts for Certain Services— Certification
52.223-1	Biobased Product Certification
52.223-4	Recovered Material Certification
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate 1 only)

52.223-13	Certification of Toxic Chemical Release Reporting
52.225-2	Buy American Act Certificate
52.225-4	Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate
52.225-6	Trade Agreements Certificate
52.225-18	Place of Manufacture
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan—Certification
52.226-2	Historically Black College or University and Minority Institution Representation
52.227-6	Royalty Information (Alternate 1)
52.227-15	Representation of Limited Rights Data and Restricted Computer Software

READ ONLY

- Vendor will provide information with specific offers to the Government.
 I certify that I have read and understand the provision.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

- (a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of
Provision)

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READ ONLY

- Vendor will provide information with specific offers to the Government.
 I certify that I have read and understand the provision.

52.222-38 Compliance with Veterans' Employment Reporting Requirements (Dec 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has

submitted the most recent VETS-100 Report required by that clause.

(End of
Provision) [Back to Top](#)

READ ONLY

- Vendor will provide information with specific offers to the Government.
 I certify that I have read and understand the provision.

52.223-1 Biobased Product Certification (Dec 2007)

- (a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of
Provision) [Back to Top](#)

READ ONLY

- Vendor will provide information with specific offers to the Government.
 I certify that I have read and understand the provision.

52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification (June 2008)

- (a) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Person" means—

- (1) A natural person, corporation, company, business association, partnership, society, trust, any other nongovernmental entity, organization, or group;
- (2) Any governmental entity or instrumentality of a government, including a multilateral development institution (as defined in section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3))); and
- (3) Any successor, subunit, parent company or subsidiary of any entity described in paragraphs (1) or (2) of this definition.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended
- (b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of
Provision)

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READ ONLY

- Vendor will provide information with specific offers to the Government.
- I certify that I have read and understand the provision.

52.227-6 Royalty Information (Apr 1984)

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
- (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
 - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
 - (5) Percentage or dollar rate of royalty per unit.
 - (6) Unit price of contract item.
 - (7) Number of units.
 - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

Alternate I (Apr 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause: When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(End of
Provision)

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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 **Joseph D. Miceli, Chief Executive Officer**
 - (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)

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52.204-3 Taxpayer Identification (Oct 1998)

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

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- TIN on file with CCR.
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
- Offeror is an agency or instrumentality of a foreign government; ,
- Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other

(f) Common parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name: N/A

TIN: **TIN not on File with ORCA**(End of
Provision) [Back to Top](#)**52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it is a women-owned business concern.

(End of
Provision) [Back to Top](#)**52.209-5 Certification Regarding Responsibility Matters (Dec 2008)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

- (A) Are Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have Have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

making false statements; tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(C) Are Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i) (B) of this provision.

(D) Have Have not , within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples:

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability because the taxpayer has had no prior opportunity to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C 362 (the Bankruptcy Code).

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of
Provision)

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52.212-3 Offeror Representations and Certifications - Commercial Items (Alternate 1 & 2) (June 2008)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions: As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

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- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Service - disabled veteran - owned small business concern"-

(1) Means a small business concern-

- (I) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (II) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b)

- (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

- (1)* Small business concern. The offeror represents as part of its offer that it is, is not a small business concern. (See below)

NAICS:	Description:	Small Business Concern (Yes/No):

311513	CHEESE MANUFACTURING	Yes
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- (2)* Veteran-owned small business concern. The offeror represents as part of its offer that it is, is not a veteran-owned small business concern. (See Below)

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
311513	CHEESE MANUFACTURING	No

- (3)* Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern. (See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
311513	CHEESE MANUFACTURING	No

- (4) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (5)* Women-owned small business concern. The offeror represents that it is, is not a women-owned small business concern. (See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
311513	CHEESE MANUFACTURING	No

**Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.*

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.

- (7) Tie bid priority for labor surplus area concerns. If this is an Invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

State	Eligible Labor Surplus:	Civil Jurisdictions Included:
OHIO	CLEVELAND CITY	CLEVELAND CITY IN CUYAHOGA COUNTY

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

- (i) The offeror represents as part of its offer that it is, is not an emerging small business. (See below)

NAICS:	Description:	Emerging Small Business Concern (Yes/No):
311513	CHEESE MANUFACTURING	No

(ii) Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

Number of Employees Average Annual Gross Revenues

- | | |
|---|---|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51-100 | <input type="checkbox"/> \$1,000,001-\$2 million |
| <input checked="" type="checkbox"/> 101-250 | <input type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500 | <input type="checkbox"/> \$3,500,001-\$5 million |
| <input type="checkbox"/> 501-750 | <input type="checkbox"/> \$5,000,001-\$10 million |
| <input type="checkbox"/> 751-1,000 | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input type="checkbox"/> Over 1,000 | <input checked="" type="checkbox"/> Over \$17 million |

(9) (i) General. The offeror represents that either-

(A) is is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:].

(10) HUBZone small business concern. The offeror represents, as part of its offer, that-

(i) It is It is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is It is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It has It has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has It has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It has developed and has on file, It has not developed and does not have on file, at each

establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(H) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."
- (2) Foreign End Products:

Description:	Country of Origin:
- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g) (1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act- Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements- Israeli Trade Act."
- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Description:	Country of Origin:
- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
Other Foreign End Products:

Description:	Country of Origin:
- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act":

Canadian End Products:**Description: Country of Origin:**

- (3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(II) for paragraph (g)(1)(II) of the basic provision:

(g)(1)(II) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

Description: Country of Origin:

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (II) The offeror shall list as other end products those end products that are not U.S.-made, or designated country, end products.

Other End Products:**Description: Country of Origin:**

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

- (h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

- (1) Are, Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) Have, Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (3) Are, Are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses (h)(2) of this clause.
- (4) Have, Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (I) Taxes are considered delinquent if both of the following criteria apply:
- (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (II) Examples:
- (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court Review, this will not be a final tax liability under the taxpayer has exercised all judicial appeal rights.
- (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and

the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the tax payer has exercised all judicial appeal rights.

- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under II U. S. C 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Products Listed Country of Origin

Bamboo	Burma
Beans (including yellow, soya, and green beans)	Burma
Bricks (hand-made)	Burma, Pakistan
Chilies	Burma
Corn	Burma
Pineapples	Burma
Rice	Burma
Rubber	Burma
Shrimp (aquaculture)	Burma
Sugarcane	Burma
Teak	Burma

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of Manufacture* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) Outside the United States.

FSC Code: | Place of Manufacture:

- (k) *Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*
- (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does, does not certify that ____
- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does, does not certify that ____
- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies ____
- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)*
- (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) *Taxpayer Identification Number (TIN).*
- TIN on file with CCR.
 - TIN has been applied for.
 - TIN is not required because _____
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and _____

does not have an office or place of business or a fiscal paying agent in the United States; ,

- Offeror is an agency or instrumentality of a foreign government; ,
- Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name: N/A

TIN: **TIN not on file with ORCA**

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

Alternate I (Apr 2002)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

Alternate II (Oct 2000)

As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii)

Address. The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private

Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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52.214-14 Place of Performance-Sealed Bidding (Apr 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance (Street, Address, City, County, State, Zip Code):	Owner/Operator:	Owner Address (Street, Address, City, County, State, Zip Code):
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52.215-6 Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance (Street, Address, City, County, State, Zip Code):	Owner/Operator:	Owner Address (Street, Address, City, County, State, Zip Code):
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52.219-1 Small Business Program Representations (May 2004)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.*
- (2) The small business size standard is: See Note.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it is, is not a small business concern (see below).

**

NAICS:	Description:	Small Business Concern (Yes/No):
311513	CHEESE MANUFACTURING	Yes

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small

disadvantaged business concern as defined in 13 CFR 124.1002.

- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
311513	CHEESE MANUFACTURING	No

- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
311513	CHEESE MANUFACTURING	No

- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
311513	CHEESE MANUFACTURING	No

**If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.*

***Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.*

- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-
- (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-

disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2002)

As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunel, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

52.219-2 Equal Low Bids (Oct 1995)

- (a) This provision applies to small business concerns only.
- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

State	Eligible Labor Surplus:	Civil Jurisdictions Included:
OHIO	CLEVELAND CITY	CLEVELAND CITY IN CUYAHOGA COUNTY

- (c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

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52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (Oct 2000)

- (a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.
- (b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror is is not an emerging small business. (See below)

NAICS:	Description:	Emerging Small Business Concern (Yes/No):
311513	CHEESE MANUFACTURING	No

- (c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

Number of Employees Average Annual Gross Revenues

- | | |
|---|---|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51-100 | <input type="checkbox"/> \$1,000,001-\$2 million |
| <input checked="" type="checkbox"/> 101-250 | <input type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500 | <input type="checkbox"/> \$3,500,001-\$5 million |
| <input type="checkbox"/> 501-750 | <input type="checkbox"/> \$5,000,001-\$10 million |
| <input type="checkbox"/> 751-1,000 | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input type="checkbox"/> Over 1,000 | <input checked="" type="checkbox"/> Over \$17 million |

(End of
Provision)

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52.219-21 Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program (May 1999)

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern.]

under the size standards of this solicitation.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

Number of Employees Average Annual Gross Revenues

- | | |
|---|---|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less |
| <input type="checkbox"/> 51-100 | <input type="checkbox"/> \$1,000,001-\$2 million |
| <input checked="" type="checkbox"/> 101-250 | <input type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500 | <input type="checkbox"/> \$3,500,001-\$5 million |
| <input type="checkbox"/> 501-750 | <input type="checkbox"/> \$5,000,001-\$10 million |
| <input type="checkbox"/> 751-1,000 | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input type="checkbox"/> Over 1,000 | <input checked="" type="checkbox"/> Over \$17 million |

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Provision)

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52.219-22 Small Disadvantaged Business Status (Oct 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

- (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
- (A) No material change in disadvantaged ownership and control has occurred since its certification;
- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
- (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (Oct 1998)

As prescribed in 19.307(b) 19.308(b), add the following paragraph (b)(3) to the basic provision:

- (3) Address. The offeror represents that its address is is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the

date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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Provision)

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52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)

(a) Definition:

"Forced or Indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (including yellow, soya, and green beans)	Burma
Bricks (hand-made)	Burma, Pakistan
Chillies	Burma
Corn	Burma
Pineapples	Burma
Rice	Burma
Rubber	Burma
Shrimp (aquaculture)	Burma
Sugarcane	Burma
Teak	Burma

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

- (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of
Provision)

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52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

- (a) It has has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

- (b) It has It has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports; signed by proposed subcontractors, will be obtained before subcontract awards.

(End of
Provision)

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52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that-

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of
Provision)

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52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification (Nov 2007)

- (a) The offeror shall check the following certification:

Certification

The offeror does does not certify that -

- (1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;
 - (2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
 - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
 - (ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and
 - (3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act—
- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or
 - (2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment— Requirements, will not be included in any resultant contract awarded to this offeror; and

- (2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of
Provision) Back to Top

52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification. (Nov 2007)

- (a) The offeror shall check the following certification:

Certification

The offeror does does not certify that -

- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
 - (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
 - (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
 - (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act—
- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or
 - (2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, will not be included in any resultant contract to this offeror; and
 - (2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

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52.223-4 Recovered Material Certification (May 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(I)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

MICELI DAIRY PRODUCTS COMPANY certifies compliance with 52.223-4.

(End of
Provision)

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52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items**Alternate I (May 2008)**

As prescribed in 23.406(d), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(I)(2)(C)):

Certification:

-- Not Applicable --

I, (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

Submission of this ORCA record serves as the signature for this Certification

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

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[Date]

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Provision)

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52.223-13 Certification of Toxic Chemical Release Reporting (Aug 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (v) The facility is not located in the United States or its outlying areas.

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Provision)

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52.225-2 Buy American Act Certificate (June 2003)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."
- (b) Foreign End Products:
- | Description: | Country of Origin: |
|--------------|--------------------|
| | |
- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of
Provision)

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52.225-4 Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate (Aug 2007)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."
- (b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:
- | Description: | Country of Origin: |
|--------------|--------------------|
| | |
- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

--	--

Description:Country of Origin:

- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

Alternate I (Jan 2004)

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

- (b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products:

Description:Country of Origin:**Alternate II (Jan 2004)**

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

- (b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

Description:Country of Origin:

(End of
Provision)

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52.225-6 Trade Agreements Certificate (Jan 2005)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products. Other End Products:

Description:Country of Origin:

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of
Provision)

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52.225-18 Place of Manufacture. (Sept 2006)

- (a) *Definitions.* As used in this clause-
- "Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except-
- (1) FSC 5510, Lumber and Related Basic Wood Materials;
 - (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
 - (3) FSG 88, Live Animals;
 - (4) FSG 89, Food and Related Consumables;
 - (5) FSC 9410, Crude Grades of Plant Materials;
 - (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
 - (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
 - (8) FSC 9610, Ores;
 - (9) FSC 9620, Minerals, Natural and Synthetic; and
 - (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or

otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

- (b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--
- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) Outside the United States.

FSC Code: Place of Manufacture:

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52.226-2 Historically Black College or University and Minority Institution Representation (Oct 2008)

- (a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

- (b) Representation. The offeror represents that it-

- is is not a historically black college or university;
 is is not a minority institution.

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52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)

- (a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]—
- (1) None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software; or
 - (2) Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:
- (c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of Provision)

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MICELI DAIRY PRODUCTS COMPANY
004225801

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Search Results for Parties Excluded by

Exact Name : Micell Dairy
DUNS : 004225801

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- > News

Reports

- > Advanced Reports
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Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates

Contact Information

- > Email: support@epls.gov
eplscomments@epls.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757

REPORT NO. 4 MXG031R6
REFERENCE : PPCR34

PCIMS - AWARD CONTROL LIST - BY BIDDER

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BIDDER 900

ANNOUNCEMENT ARRA1

INVITATION 001

COMMODITY RECOVERY ACT

ITEM TYPE	PROD BRAND TYPE	COMM CODE	COMMODITY DESCRIPTION	BID PRICE	TRANS MODE	SER. NUM	FIRST DEL PERIOD	SECOND DEL PERIOD	DELIVERY MO YR	TOTAL AWARD	D/O NO.
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Out of Scope

REPORT NO. : MXG031R6
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8071 05/22/09

PCIMS - AWARD CONTROL LIST - BY BIDDER

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REFERENCE : PPCR34

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BIDDER 901		ANNOUNCEMENT		ARRA1	INVITATION		001	COMMODITY	RECOVERY ACT			
ITEM	PROD TYPE	BRAND TYPE	COMM CODE	COMMODITY DESCRIPTION	BID PRICE	TRANS MODE	SER. NUM	FIRST DEL PERIOD	SECOND DEL PERIOD	DELIVERY MO YR	TOTAL AWARD	D/O NO.
9144			055112	MOZZARELLA, LMPS	1.8600	TRUCK	1	36,432	0	06 09	36,432	B203213K001
9145			055112		1.8500	TRUCK	1	36,432	0	06 09	36,432	B203126K001
9146			055112		1.8600	TRUCK	1	18,216	0	06 09	18,216	B203136K001S
9146			055112		1.8600	TRUCK	1	18,216	0	06 09	18,216	B203136K002T
9149			055112		1.8600	TRUCK	1	36,432	0	06 09	36,432	B203G55K001
9150			055112		1.8500	TRUCK	1	0	9,108	06 09	9,108	B203126K002S
9150			055112		1.8500	TRUCK	1	0	9,108	06 09	9,108	B203126K004U
9151			055112		1.8500	TRUCK	1	0	18,216	06 09	18,216	B203126K003T
9151			055112		1.8700	TRUCK	1	0	10,968	06 09	10,968	B203G27K001S
9153			055112		1.8700	TRUCK	1	0	25,464	06 09	25,464	B203G27K002T
9156			055112		1.8800	TRUCK	1	0	36,432	06 09	36,432	B203148K001
9159			055112		1.8800	TRUCK	1	36,432	0	07 09	36,432	B203148L001
9159			055112		1.8500	TRUCK	1	0	9,120	07 09	9,120	B203126L001S
9159			055112		1.8500	TRUCK	1	0	12,720	07 09	12,720	B203126L002T
9160			055112		1.8500	TRUCK	1	0	14,592	07 09	14,592	B203126L003U
9160			055112		1.8600	TRUCK	1	0	25,464	07 09	25,464	B203G27L002T
9161			055112		1.8600	TRUCK	1	0	10,968	07 09	10,968	B203G27L001S
9162			055112		1.8800	TRUCK	1	0	36,432	07 09	36,432	B203148L002
9162			055112		1.8600	TRUCK	1	0	17,484	07 09	17,484	B203G55L002T
9163			055112		1.8600	TRUCK	1	0	18,948	07 09	18,948	B203G55L001S
9163			055112		1.8700	TRUCK	1	18,900	0	08 09	18,900	B203112L005S
9164			055112		1.8700	TRUCK	1	17,532	0	08 09	17,532	B203112L006T
9165			055112		1.8700	TRUCK	1	36,432	0	08 09	36,432	B203112L001
9166			055112		1.8700	TRUCK	1	36,432	0	08 09	36,432	B203112L002
9167			055112		1.8700	TRUCK	1	36,432	0	08 09	36,432	B203112L003
9168			055112		1.8700	TRUCK	1	36,432	0	08 09	36,432	B203112L004
9171			055112		1.8700	TRUCK	1	36,432	0	08 09	36,432	B203136L001S
9172			055112		1.8700	TRUCK	1	0	36,432	08 09	36,432	B203112L008
9173			055112		1.8700	TRUCK	1	0	36,432	08 09	36,432	B203112L007
9174			055112		1.8500	TRUCK	1	0	27,324	08 09	27,324	B203339L004S
9174			055112		1.8500	TRUCK	1	0	9,108	08 09	9,108	B203339L005T
9175			055112		1.8500	TRUCK	1	0	10,440	08 09	10,440	B203339L003U
9175			055112		1.8500	TRUCK	1	0	12,144	08 09	12,144	B203339L002T
9175			055112		1.8500	TRUCK	1	0	13,848	08 09	13,848	B203339L001S
PRODUCT TOTAL								400,752	437,184		837,936	
BIDDER TOTAL								400,752	437,184		837,936	

REPORT NO.: MKG031R6
REFERENCE : PFCR34

PCIMS - AWARD CONTROL LIST - BY BIDDER

PASS NO. 1

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BIDDER 991

ANNOUNCEMENT YARRA1

INVITATION 001

COMMODITY RECOVERY ACT

ITEM TYPE	BRAND TYPE	COMM CODE	COMMODITY DESCRIPTION	BID PRICE	TRANS MODE	SER. NUM	FIRST DEL PERIOD	SECOND DEL PERIOD	DELIVERY MO YR	TOTAL AWARD	D/O NO.
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Out of Scope

Out of Scope

Out of Scope

REPORT NO.: MKG031R6
REFERENCE: PFCR34

Out of Scope

PCIMS - AWARD CONTROL ITEM - BY PROGRAM

Out of Scope

PASS NO. 1

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REPORT NO. : MKG031R6
REFERENCE : PRCR34

PCIMS

AWARD CONTROL LIST - BY BIDDER

PASS NO. 1

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Out of Scope

Out of Scope

REPORT NO. : MKG031R6
REFERENCE : PPCR34

Out of Scope

PCIMS - AWARD CONTROL LIST - BY BIDDER

Out of Scope

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REPORT NO. : MXG0312R
REFERENCE : PPCR34

9141	055112	MOZZARELLA,IMPS	0.0000	1	BY BIDDER	36,432	PASS NO.	0	06	09	36,432	B203506K002
9142	055112		0.0000	1		36,432		0	06	09	36,432	B203506K003
9143	055112		0.0000	1		36,432		0	06	09	36,432	B203506K001
9147	055112		0.0000	1		36,432		0	06	09	36,432	B203272K001
9148	055112		0.0000	1		36,432		0	06	09	36,432	B203345K001
9152	055112		0.0000	1		36,432		0	06	09	36,432	B203241K001
9154	055112		0.0000	1		36,432		0	07	09	36,432	B203506L005
9155	055112		0.0000	1		36,432		0	07	09	36,432	B203506L001
9157	055112		0.0000	1		27,324		0	07	09	9,108	B203125L002T
9158	055112		0.0000	1		36,432		0	07	09	9,108	B203125L001S
9169	055112		0.0000	1		36,432		0	07	09	36,432	B203506L002
9170	055112		0.0000	1		36,432		0	08	09	36,432	B203272L001
9176	055112		0.0000	1		0		18,216	08	09	18,216	B203506L003S
9177	055112		0.0000	1		0		18,216	08	09	18,216	B203506L004T
9178	055112		0.0000	1		0		36,432	08	09	36,432	B203241L001
9178	055112		0.0000	1		0		36,432	08	09	36,432	B203149L001
9178	055112		0.0000	1		0		26,676	08	09	26,676	B203153L003S
9179	055112		0.0000	1		0		7,320	08	09	7,320	B203153L005U
9179	055112		0.0000	1		0		2,436	08	09	2,436	B203153L004T
9180	055112		0.0000	1		0		10,992	08	09	10,992	B203153L002T
9180	055112		0.0000	1		0		25,440	08	09	25,440	B203153L001S
9180	055112		0.0000	1		0		25,704	08	09	25,704	B203153L008U
9180	055112		0.0000	1		0		3,036	08	09	3,036	B203153L006S
9180	055112		0.0000	1		0		7,692	08	09	7,692	B203153L007T

PRODUCT TOTAL

291,456

327,888

619,344

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REPORT NO.: MKG031R6
REFERENCE : PPCR34

PCIMS - AWARD CONTROL LIST - BY BIDDER

PASS NO. 1

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BIDDER 992

ANNOUNCEMENT APPAL

INVITATION 001

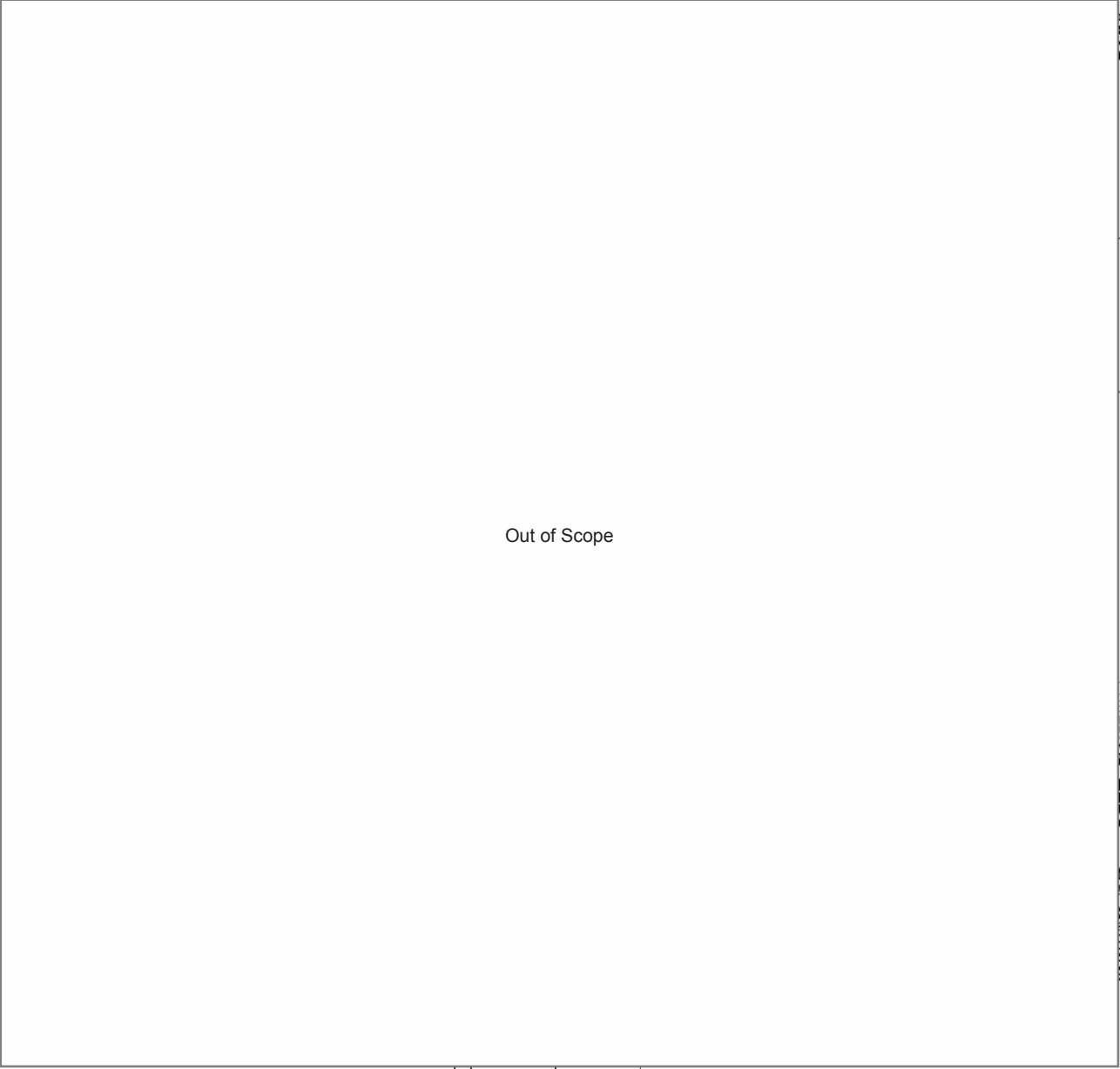
COMMODITY RECOVERY ACT

ITEM TYPE	PROD BRAND	COMM CODE	COMMODITY DESCRIPTION	BID PRICE	TRANS MODE	SER. NUM	FIRST DEL PERIOD	SECOND DEL PERIOD	DELIVERY MO	DELIVERY YR	TOTAL AWARD	D/O NO.
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Out of Scope

REPORT NO. : ME0031R6
REFERENCE : PFCR34

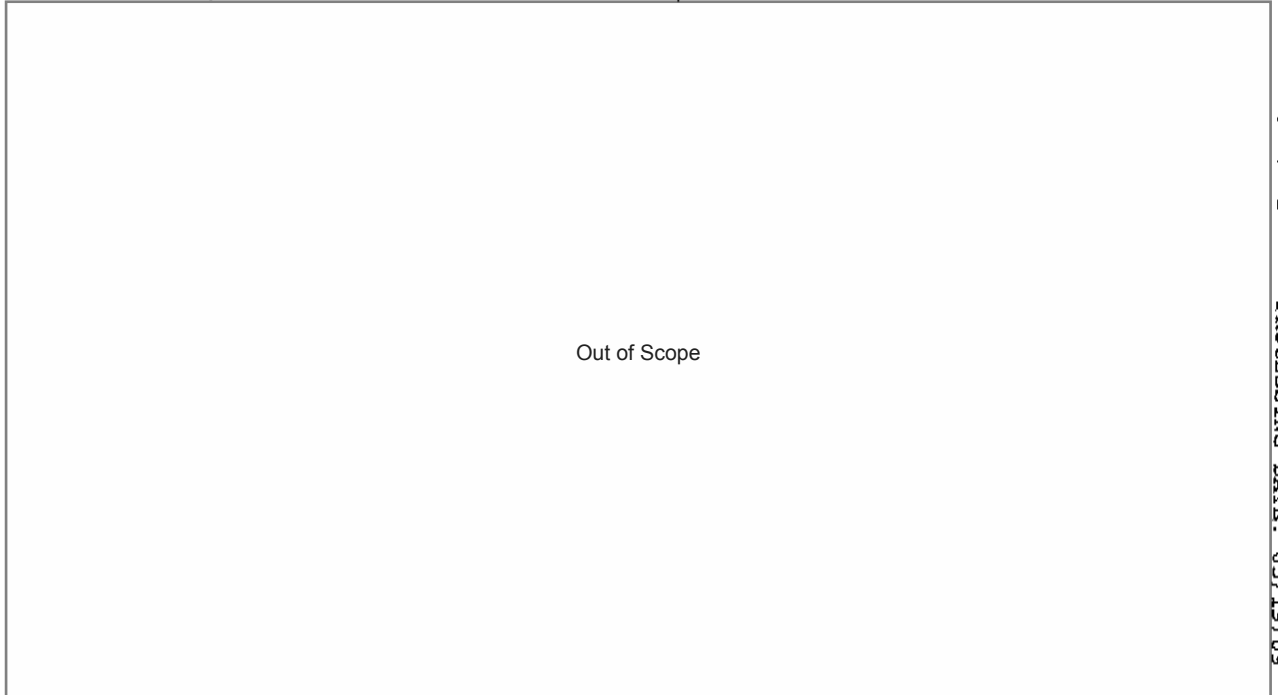
PCIMS - AWARD CONTROL LIST - BY RIDDER



Out of Scope

PASS NO. 1

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PROCESSING DATE: 05/19/09



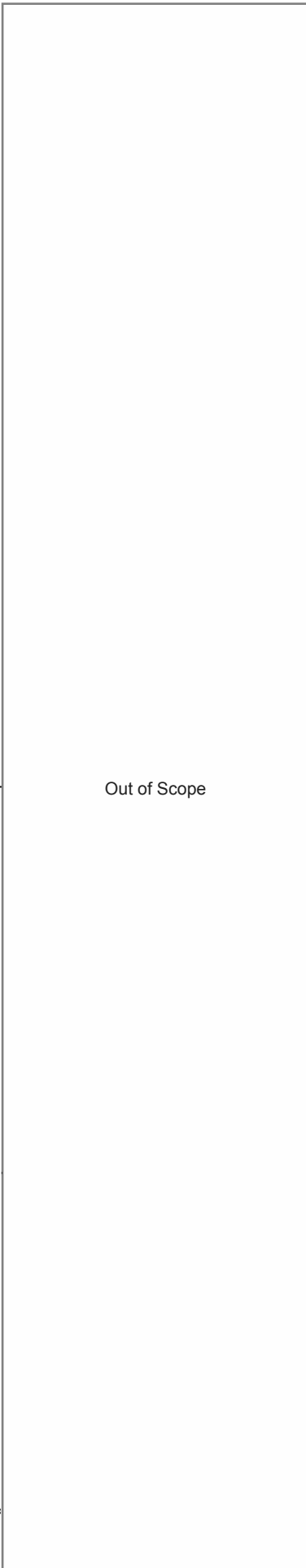
Out of Scope

REPORT NO. : MXG031R6
REFERENCE : PFCR34

PCIMS - AWARD CONTROL LIST - BY BIDDER

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REFERENCE : PPCR34

PCIMS - AWARD CONTROL LIST - BY BIDDER
DELIVERY PERIOD AWARD SUMMARY BY BIDDER

PASS NO. 1

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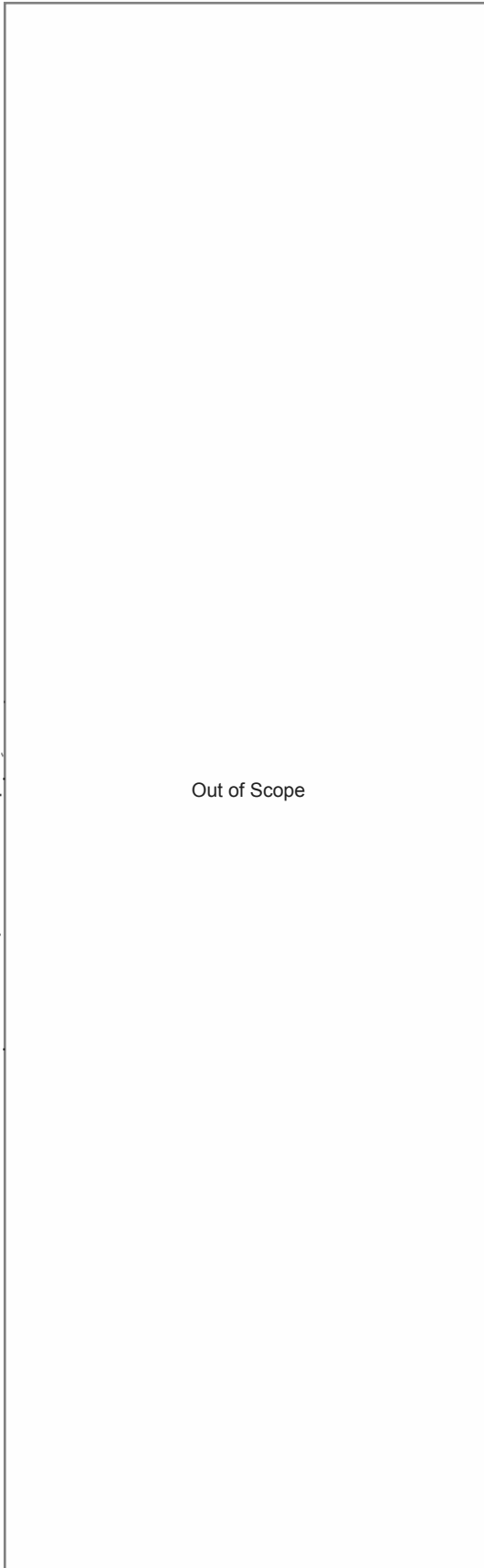
BIDDER 900 BONGARDS CREAMERIES

ANNOUNCEMENT ARR1

INVITATION 001

COMMODITY RECOVERY ACT

DELIVERY MO YR	COMM CODE	COMMODITY DESCRIPTION	PACK SIZE DESCRIPTION	FIRST DEL PERIOD	SECOND DEL PERIOD	TOTAL AWARD
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PCIMS - AWARD CONTROL LIST - BY BIDDER

PASS NO. 1

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DELIVERY PERIOD AWARD SUMMARY BY BIDDER

BIDDER 901 MICELI DAIRY PRODUCTS ANNOUNCEMENT ARR1 INVITATION 001 COMMODITY RECOVERY ACT

DELIVERY MO YR	COMM CODE	COMMODITY DESCRIPTION	PACK SIZE DESCRIPTION	FIRST DEL PERIOD	SECOND DEL PERIOD	TOTAL AWARD
06 09	055112	MOZZARELLA, LMPS	12/1 LVS, UNFRZN	145,728	109,296	255,024
		PRODUCT TOTAL		145,728	109,296	255,024
07 09	055112	MOZZARELLA, LMPS	12/1 LVS, UNFRZN	36,432	145,728	182,160
		PRODUCT TOTAL		36,432	145,728	182,160
08 09	055112	MOZZARELLA, LMPS	12/1 LVS, UNFRZN	218,592	182,160	400,752
		PRODUCT TOTAL		218,592	182,160	400,752
		BIDDER TOTAL		400,752	437,184	837,936

P. 015/024

FAX No. 8169261782

USDA-FSA-MSD-ASB

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REPORT NO.: MKG031R6
REFERENCE : PPCR34

PCIMS - AWARD CONTROL LIST - BY BIDDER
DELIVERY PERIOD NON AWARD SUMMARY

PASS NO. 1

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ANNOUNCEMENT ARRAI

INVITATION 001

COMMODITY RECOVERY ACT

DELIVERY MO YR	COMM CODE	COMMODITY DESCRIPTION	PAGE SIZE DESCRIPTION	BIDDER	FIRST DEL PERIOD	SECOND DEL PERIOD	TOTAL AWARD
Out of Scope							
06 09	055112	MOZZARELLA,IMPS	12/1 LVS, UNFRZN	991	182,160	36,432	218,592
Out of Scope							
07 09	055112	MOZZARELLA,IMPS	12/1 LVS, UNFRZN	991	72,864	72,864	145,728
Out of Scope							
08 09	055112	MOZZARELLA,IMPS	12/1 LVS, UNFRZN	991	36,432	218,592	255,024
Out of Scope							

REPORT NO.: KXG031R6
REFERENCE : PPCR34

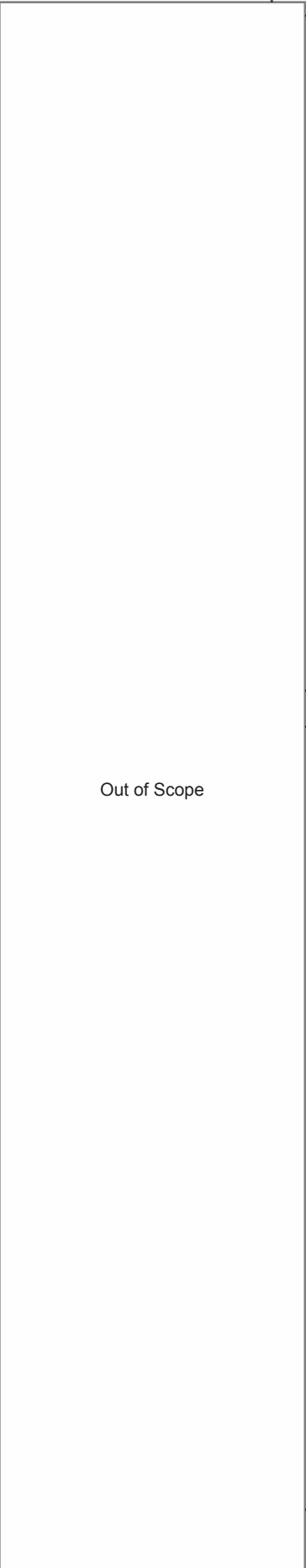
PCIMS - AWARD CONTROL LIST - BY BIDDER

PASS NO. 1

PAGE: 17
PROCESSING DATE: 05/19/09

AWARD SUMMARY BY COMMODITY

ANNOUNCEMENT	ARRAL	INVITATION	COMMODITY	RECOVERY ACT	TYPE	TOTAL
055112	MOZZARELLA, IMPS	12/1 LVS, UNFRZN	POUNDS	PRICE RANGE	VALUE	WEIGHTED AVG. PRICE -CDE
				1.8500 - 1.8800	1,562,568.48	1.8647
					837,936	
					1,562,568.48	



Out of Scope

REPORT NO.: MXG031R6
 REFERENCE : PFCR34

PCIMS - AWARD CONTROL LIST - BY BIDDER

PASS NO. 1

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DELIVERY PERIOD AWARD SUMMARY

ANNOUNCEMENT ARRAL INVITATION 001 COMMODITY RECOVERY ACT

DEL NO YR	COMM CODE	COMMODITY DESCRIPTION	PACK SIZE DESCRIPTION	FIRST DEL PERIOD	SECOND DEL PERIOD	TOTAL AWARD	PRICE RANGE	VALUE	WEIGHTED AVG PRICE CDE
06 09	055112	MOZZARELLA, LMPD	12/1 LVS, UNFRZN	145,728	109,296	255,024	1.8500 - 1.8800	474,708.96	1.8604 P
Out of Scope									
07 09	055112	MOZZARELLA, LMPD	12/1 LVS, UNFRZN	36,432	145,728	182,160	1.8500 - 1.8800	339,910.56	1.8660 P
Out of Scope									
08 09	055112	MOZZARELLA, LMPD	12/1 LVS, UNFRZN	218,592	182,160	400,752	1.8500 - 1.8700	747,948.96	1.8663 P
Out of Scope									

REPORT NO.: MXG031R6
REFERENCE: PPCR34

PCIMS - AWARD CONTROL LIST - BY BIDDER

PASS NO. 1

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AWARD SUMMARY BY STATE

ANNOUNCEMENT	ARRAL	INVITATION	001	COMMODITY	RECOVERY ACT	PRICE RANGE
COMM CODE	COMMODITY DESCRIPTION	PACK SIZE DESCRIPTION	STATE	POUNDS		
055112	MOZZARELLA, IMPS	12/1 LBS, UNFRZD	FL	291,456	1.8700---	1.8700
055112			GA	36,432	1.8600---	1.8600
055112			MI	109,296	1.8500---	1.8500
055112			MN	72,864	1.8600---	1.8700
055112			NY	72,864	1.8600---	1.8700
055112			OH	72,864	1.8500---	1.8500
055112			TX	109,296	1.8800---	1.8800
055112			WI	72,864	1.8600---	1.8600

Out of Scope

Out of Scope

REPORT NO.: MXG031R6
REFERENCE: PFCR34

PCIMS - AWARD CONTROL LIST - BY BIDDER

PASS NO. 1

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AWARD SUMMARY BY STATE

ANNOUNCEMENT	ARRA1	INVITATION	001	COMMODITY	RECOVERY ACT
COMM CODE	COMMODITY DESCRIPTION	PACK SIZE DESCRIPTION	STATE	POUNDS	PRICE RANGE

Out of Scope

REPORT NO.: MX0031R6
 REFERENCE : POCR34

PCIMS - AWARD CONTROL LIST - BY BIDDER
 DELIVERY PERIOD AWARD SUMMARY BY STATE

PASS NO. 1

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ANNOUNCEMENT ARRAL

INVITATION 001

COMMODITY RECOVERY ACT

DELIVERY MO YR	COMM CODE	COMMODITY DESCRIPTION	PACK SIZE DESCRIPTION	STATE	POUNDS	PRICE RANGE
06 09	055112	MOZZARELLA, LMPS	12/1 LVS, UNFRZM	GA	36,432	1.8600 - 1.8600
				ME	72,864	1.8500 - 1.8500
				MN	36,432	1.8700 - 1.8700
				NY	36,432	1.8600 - 1.8600
				TX	36,432	1.8800 - 1.8800
				WI	36,432	1.8600 - 1.8600

Out of Scope

DELIVERY MO YR	COMM CODE	COMMODITY DESCRIPTION	PACK SIZE DESCRIPTION	STATE	POUNDS	PRICE RANGE
07 09	055112	MOZZARELLA, LMPS	12/1 LVS, UNFRZM	MI	36,432	1.8500 - 1.8500
				MN	36,432	1.8600 - 1.8600
				TX	72,864	1.8800 - 1.8800
				WI	36,432	1.8600 - 1.8600

Out of Scope

REPORT NO.: MXG031R6
REFERENCE : PPCR34

PCIMS - AWARD CONTROL LIST - BY BIDDER
DELIVERY PERIOD AWARD SUMMARY BY STATE

PASS NO. 1

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ANNOUNCEMENT AREA

INVITATION 001 - COMMODITY RECOVERY ACT

DELIVERY MO YR	COMM CODE	COMMODITY DESCRIPTION	PACK SIZE DESCRIPTION	STATE	POUNDS	PRICE RANGE
08 09	055112	MOZZARELLA, IMPS	12/1 LVS, UNFRZN	MA MI UT WV	39,600 39,600 39,600 198,000	1.3850 - 1.3850 1.3510 - 1.3510 1.3630 - 1.3630 1.3370 - 1.3370
				FL NY OH	291,456 36,432 72,864	1.8700 - 1.8700 1.8700 - 1.8700 1.8500 - 1.8500

Out of Scope

REPORT NO.: MXG031R6
REFERENCE : PPCR34

ANNOUNCEMENT ARRA1

PCIMS - AWARD CONTROL LIST - BY BIDDER
AWARD SUMMARY BY TRANSPORTATION MODE

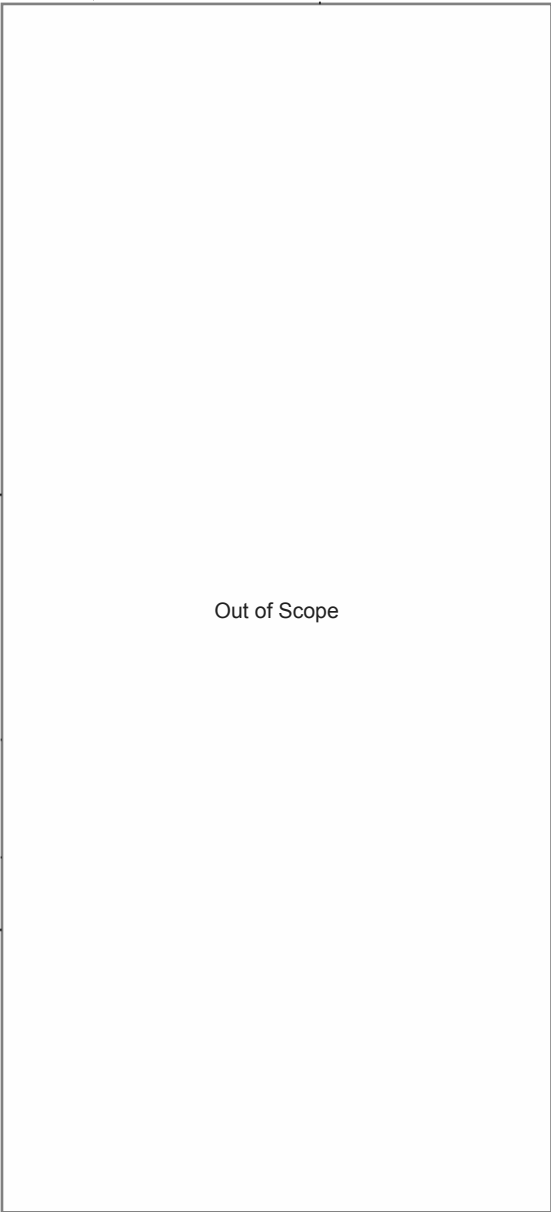
INVITATION 001

COMMODITY

RECOVERY ACT

PASS NO. 1

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Out of Scope

REPORT No.: MXG031R3
REFERENCE : PCCR31

CUTOFF PRICE DIFFERENTIAL.

PCIMS - BIDDER REGISTER
ANNOUNCEMENT NO: ARRA1
INVITATION NO. 001

PASS NO: 1

PAGE: 1
PROCESSING DATE: 05/19/09

0.7500

LOW RANGE PRICE

1.4000

HIGH RANGE PRICE

2.1500

BIDDER
NUMBER

ITEM

PROD
TYPE

BRAND
TYPE

BID
PRICE

TRANS
MODE

WARNING MESSAGE

Out of Scope

Out of Scope

Out of Scope

REPORT NO.: MKG031R3
REFERENCE : PPCR31

CUTOFF PRICE DIFFERENTIAL

0.7500

LOW RANGE PRICE

1.4000

HIGH RANGE PRICE

2.1500

PCIMS - BIDDER REGISTER
ANNOUNCEMENT NO: ARRA1
INVITATION NO. 001

PASS NO: 1

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BIDDER
NUMBER ITEM

PROD
TYPE

BRAND
TYPE

BID
PRICE

TRAMS
MODE

WARNING MESSAGE

Out of Scope

Out of Scope

Out of Scope

REPORT NO.: MXG031R3
REFERENCE : PFCR31

CUTOFF PRICE DIFFERENTIAL

0.7500

LOW RANGE PRICE

1.4000

HIGH RANGE PRICE

2.1500

PCIMS - BIDDER REGISTER
ANNOUNCEMENT NO: ARRA1
INVITATION NO. 001

PASS NO: 1

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BIDDER
NUMBER

PROD
TYPE

BRAND
TYPE

BID
PRICE

TRANS
MODE

WARNING MESSAGE

Out of Scope

Out of Scope

Out of Scope

REPORT NO.: MX6631R3
REFERENCE : PPR31

PCIMS - BIDDER REGISTER
ANNOUNCEMENT NO: ARRA1
INVITATION NO. 001

PASS NO: 1

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PROCESSING DATE: 05/19/09

CUTOFF PRICE DIFFERENTIAL

0.7500

LOW RANGE PRICE

1.4000

HIGH RANGE PRICE

2.1500

WARNING MESSAGE

BIDDER NUMBER	ITEM	PROD TYPE	BRAND TYPE	BID PRICE	TRANS MODE
901	9144			1.8600	TRUCK
901	9145			1.8500	TRUCK
901	9146			1.8600	TRUCK
901	9149			1.8600	TRUCK
901	9150			1.8500	TRUCK
901	9151			1.8700	TRUCK
901	9153			1.8800	TRUCK
901	9156			1.8800	TRUCK
901	9159			1.8500	TRUCK
901	9160			1.8600	TRUCK

Out of Scope

Out of Scope

Out of Scope

REPORT NO.: MXG031R3
REFERENCE : PPCR31

PCIMS - BIDDER REGISTER
ANNOUNCEMENT NO: ARRA1
INVITATION NO. 001

PAGE: 5
PASS NO: 1
PROCESSING DATE: 05/19/09

CUTOFF PRICE DIFFERENTIAL 0.7500 LOW RANGE PRICE 1.4000 HIGH RANGE PRICE 2.1500

BIDDER NUMBER	ITEM	PROD TYPE	BRAND TYPE	BID PRICE	TRANS MODE	WARNING MESSAGE
901	9161			1.8800	TRUCK	
901	9162			1.8600	TRUCK	
901	9163			1.8700	TRUCK	
901	9164			1.8700	TRUCK	
901	9165			1.8700	TRUCK	
901	9166			1.8700	TRUCK	
901	9167			1.8700	TRUCK	
901	9168			1.8700	TRUCK	
901	9171			1.8700	TRUCK	
901	9172			1.8700	TRUCK	
901	9173			1.8700	TRUCK	
901	9174			1.8500	TRUCK	
901	9175			1.8500	TRUCK	

FAX No. 8169261782

AUG/20/2009/THU 11:17 PM USDA-FSA-MSD-ASB

REPORT NO.: MXG031R3
REFERENCE: PPCR31

PCIMS - BIDDER REGISTER
ANNOUNCEMENT NO: ARRA1
INVITATION NO. 001

BIDDER SUMMARY

PASS NO: 1

PAGE: 6
PROCESSING DATE: 05/19/09

BIDDER NUMBER 901
NUMBER OF BIDS 23
Out of Scope

ENTITY NUMBER 0718
BIDDER NAME MICHELI DAIRY PRODUCERS
Out of Scope

PLANT LOCATION CURVHILAND, OH
Out of Scope

REPORT NO.: MKG031R4
REFERENCE: PPCR32

PCIMS - BIDDER CONSTRAINT PROOF LIST

PASS NO. 1

PAGE: 1
PROCESSING DATE: 05/19/09

ANNOUNCEMENT NO. ARRA1

INVITATION NO. 001

BIDDER	LINE NO	COMM CODE	PACK SIZE	DELIVERY DATE	MINIMUM QUANTITY	MAXIMUM QUANTITY	CONST TYPE	GROUP ITEM CONSTRAINTS
901	1	0551	12 12/1 LVS, UNFRZN		0	837,936		

Out of Scope

REPORT NO.: MXG031R5
REFERENCE : PFCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

PASS NO. 1

PAGE: 1
PROCESSING DATE: 05/19/09

ANNOUNCEMENT ARRAL

INVITATION 001

COMMODITY

RECOVERY ACT

ITEM	BLIND NDM	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO.
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Out of Scope						
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REPORT NO.: MKG031RS
REFERENCE: PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

PASS NO. 1
PAGE: 2
PROCESSING DATE: 05/19/09

ANNOUNCEMENT ARPA1 INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND	BIDDER	BID	TRANS	TOTAL	D/O NO
NUM	NUM		PRICE	MODE	AWARD	

Out of Scope						
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REPORT NO.: MXG031R5
REFERENCE: PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

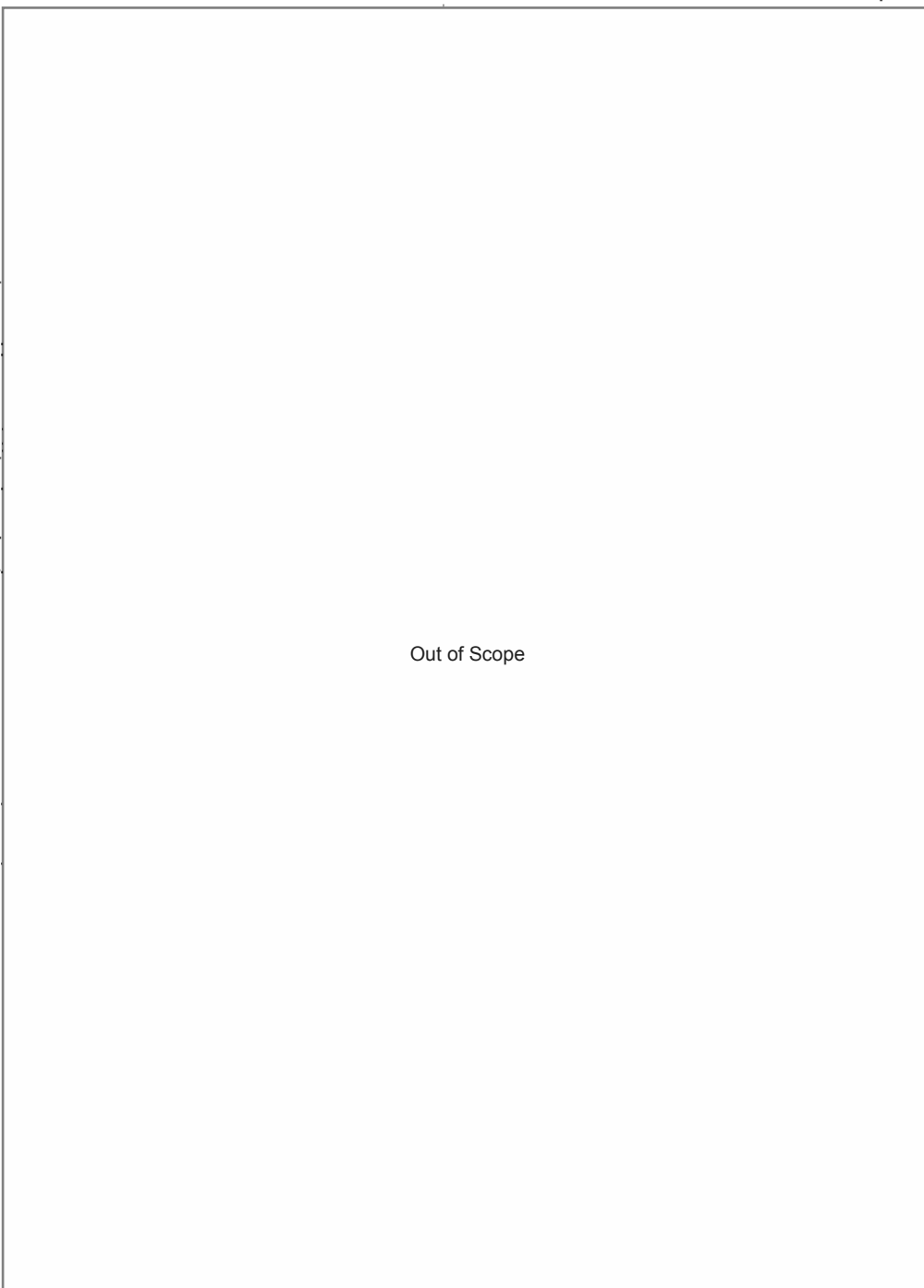
PASS NO. 1 PAGE: 3
PROCESSING DATE: 05/19/09

ANNOUNCEMENT ARRAL

INVITATION 001

COMMODITY RECOVERY ACT

ITEM	BLIND NDM	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO
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REPORT NO.: MXG031RS
REFERENCE : PFCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

PASS NO. 1 PAGE:
PROCESSING DATE: 05/19/09 4

ANNOUNCEMENT ARRAL INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND	BIDDER	BID	TRANS	TOTAL	D/O NO.
NUM	NUM	PRICE	MODE	AWARD		

Out of Scope						
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REPORT NO.: MK3031RS
REFERENCE: PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

PASS NO. 1

PAGE: 5
PROCESSING DATE: 05/19/09

ANNOUNCEMENT ARR#1 INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND NUM	BIDDER	BID PRICE	TRANS MODE	TOTAL AMOUNT
Out of Scope					

Out of Scope

D/O NO.

REPORT NO.: MXG031RS
REFERENCE : PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

PASS NO. 1

PAGE: 6
PROCESSING DATE: 05/19/09

ANNOUNCEMENT ARR1

INVITATION 001

COMMODITY RECOVERY ACT

ITEM	BLIND NUM	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO.
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Out of Scope

REPORT NO.: MXG031RS
REFERENCE: PECCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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PROCESSING DATE: 05/19/09

ANNOUNCEMENT ARRA1

INVITATION 001

COMMODITY RECOVERY ACT

ITEM	BLIND	BIDDER	BID	TRANS	TOTAL	D/O NO.
NUM	NUM		PRICE	MODE	AWARD	

Out of Scope						
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REPORT NO. : MXG031R5
REFERENCE : PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

PASS NO. 1

PAGE: 8
PROCESSING DATE: 05/19/09

ANNOUNCEMENT ARRA1

INVITATION 001

COMMODITY RECOVERY ACT

ITEM	BLIND	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO.
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Out of Scope						
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REPORT NO. : MXG031R5
REFERENCE : PFCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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PROCESSING DATE: 05/19/09

ANNOUNCEMENT ARPA1

INVITATION 001

COMMODITY RECOVERY ACT

ITEM	BLIND NUM	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO.
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Out of Scope

REPORT NO. : MKG031R5
REFERENCE : PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

PASS NO. 1

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PROCESSING DATE: 05/19/09

ANNOUNCEMENT ARRA1

INVITATION 001

COMMODITY RECOVERY ACT

ITEM	BLIND NUM	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO.
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Out of Scope

REPORT NO.: MXG031RS
REFERENCE : PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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ANNOUNCEMENT ARRAI INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND	BIDDER	BID	TRANS	TOTAL	D/O NO.
-----	NTM	-----	PRICE	MODE	AWARD	

Out of Scope						
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REPORT NO.: MKG031RS
REFERENCE : PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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ANNOUNCEMENT ARR#1

INVITATION 001

COMMODITY RECOVERY ACT

ITEM	BLIND	BIDDER	BID	TRANS	TOTAL	D/O NO.
NUM	NUM	PRICE	MODE	AWARD		

Out of Scope

REPORT NO.: MXG031RS
REFERENCE: PFCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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PROCESSING DATE: 05/19/09

ANNOUNCEMENT ARRAL

INVITATION 001

COMMODITY RECOVERY ACT

ITEM	BLIND	BIDDER	BID	TRANS	TOTAL	D/O NO.
NUM	NUM	PRICE	MODE	AWARD		

Out of Scope

REPORT NO.: MXG031RS
REFERENCE: PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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ANNOUNCEMENT ARR1

INVITATION 001

COMMODITY RECOVERY ACT

ITEM	BIND	BIDDER	BID	TRANS	TOTAL	D/O NO.
NUM	NUM	PRICE	MODE	AWARD		

Out of Scope						
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REPORT NO.: MXG031RS
REFERENCE : PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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PROCESSING DATE: 05/19/09

ANNOUNCEMENT ARRA1

INVITATION 001

COMMODITY RECOVERY ACT

ITEM	BLIND	BIDDER	BID	TRANS	TOTAL	D/O NO.
NUM			PRICE	MODE	AWARD	

Out of Scope

REPORT NO. : MKG031RS
REFERENCE : PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

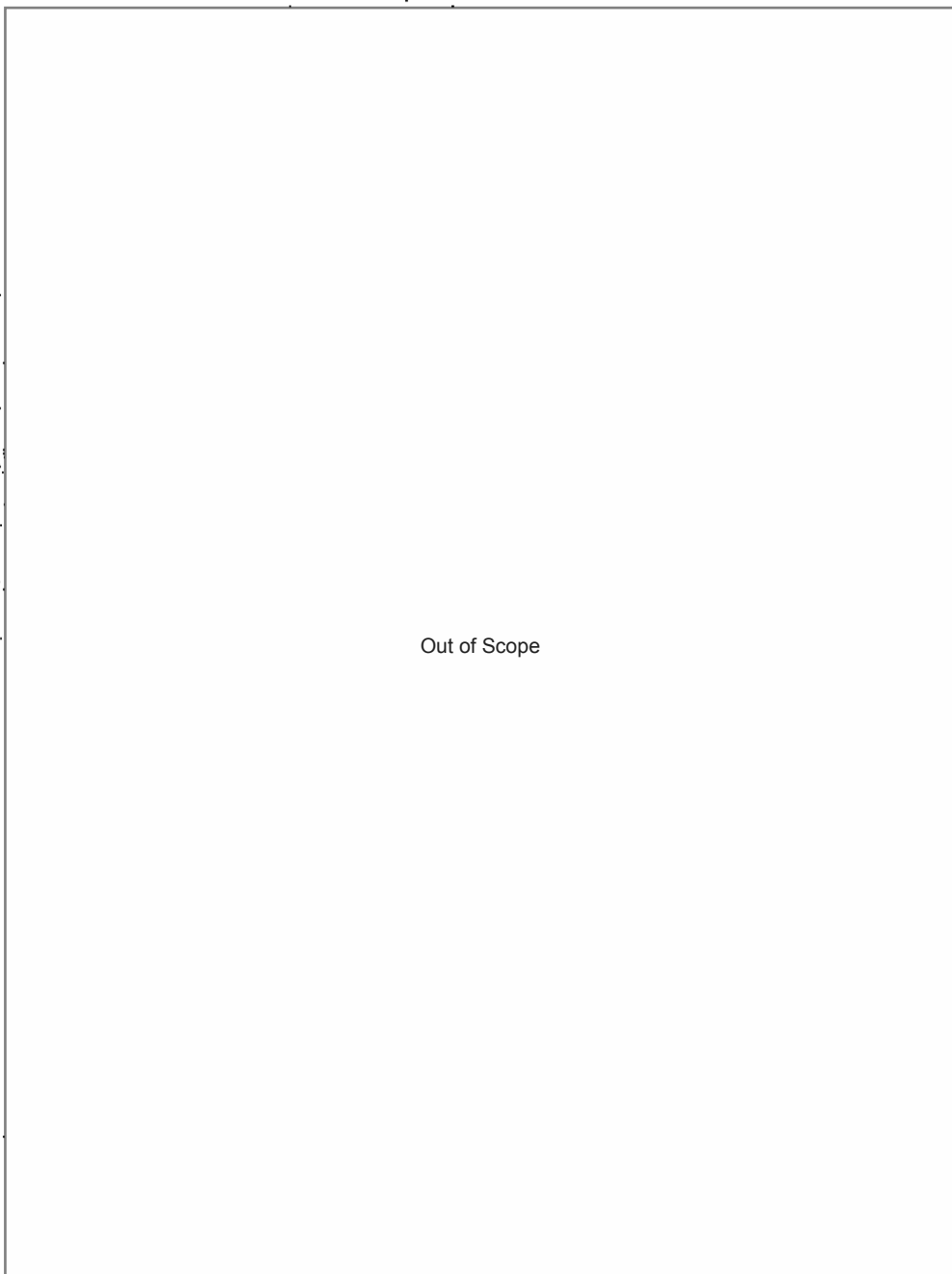
PASS NO. 1
PAGE: 16
PROCESSING DATE: 05/19/09

ANNOUNCEMENT ARRAL

INVITATION 001

COMMODITY RECOVERY ACT

ITEM	BLIND	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO.



REPORT NO.: MKG031RS
REFERENCE: PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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ANNOUNCEMENT ARPA1

INVITATION 001

COMMODITY RECOVERY ACT

ITEM	BLIND	BIDDER	BID PRICE	TRANS	TOTAL	D/O NO.
	NUM			MODE	AWARD	

Out of Scope

Out of Scope

REPORT NO. : M0G031RS
REFERENCE : P0CR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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ANNOUNCEMENT ARRAL INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND NUM	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO.
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Out of Scope						
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REPORT NO.: MKG031RS
REFERENCE : PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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ANNOUNCEMENT ARPA1 INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND NUM	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO.
Out of Scope						

Out of Scope						
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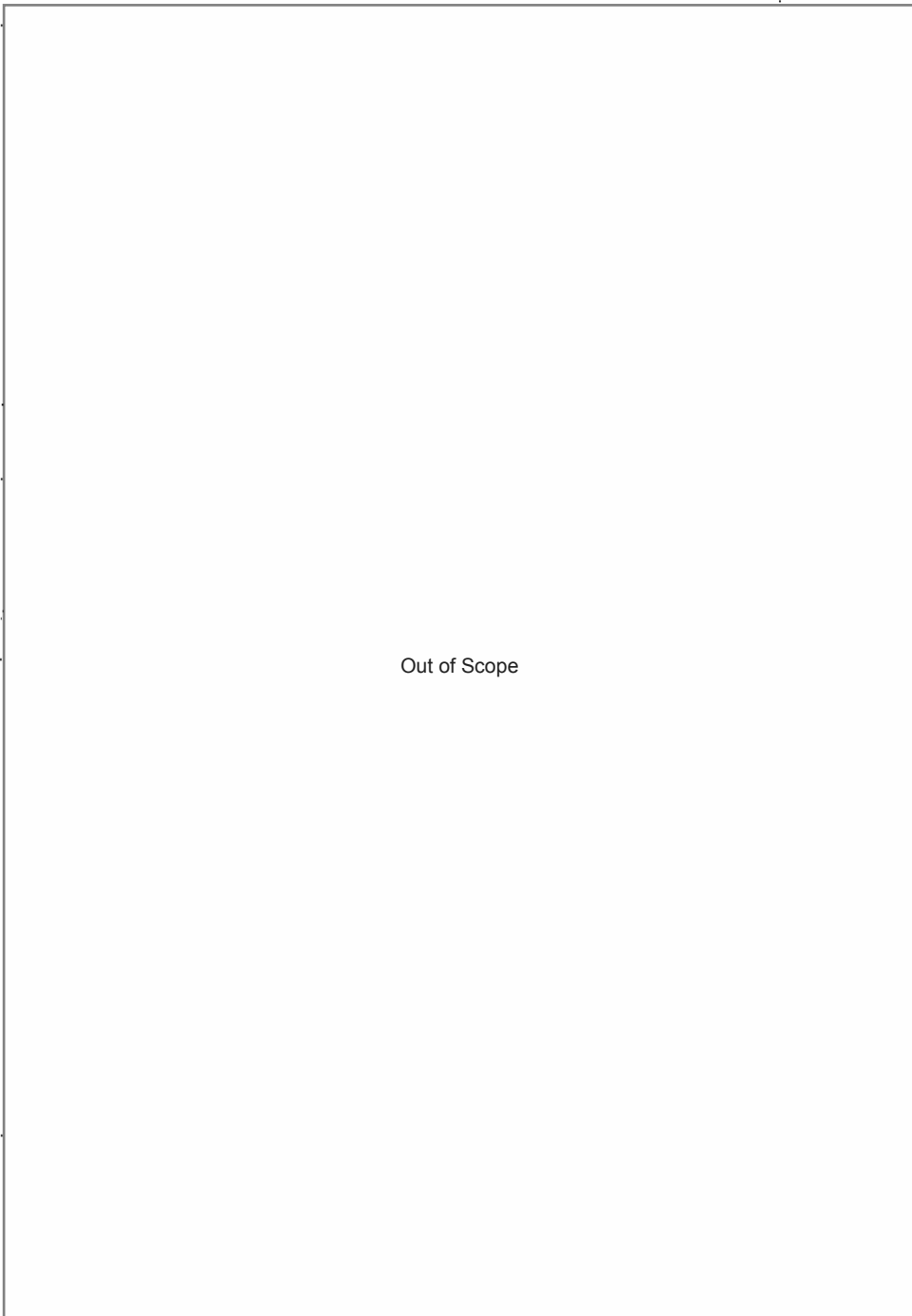
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REFERENCE: PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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ANNOUNCEMENT ARRAL INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND	BIDDER	BID	TRANS	TOTAL	D/O NO.
NUM	NUM	PRICE	MODE	AWARD		



REPORT NO. : MKG031RS
REFERENCE : PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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ANNOUNCEMENT ARRA1

INVITATION 001

COMMODITY RECOVERY ACT

ITEM	BLIND	BIDDER	BID	TRANS	TOTAL	D/O NO.
NUM	NUM	PRICE	MODE	AWARD		

Out of Scope						
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REPORT NO.: MXG031RS
REFERENCE : PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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PROCESSING DATE: 05/19/09

ANNOUNCEMENT APPAL INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND	BID	TRANS	TOTAL
NUM	NUM	PRICE	MODE	AWARD
				D/O NO.

Out of Scope

REPORT NO.: MXG031R5
REFERENCE : PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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ANNOUNCEMENT APPEAL INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND	BID	BIDDER	TRANS	TOTAL	D/O NO.
NUM	PRICE	MODE	AWARD			

Out of Scope						
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REPORT NO.: MXG031R5
REFERENCE: PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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ANNOUNCEMENT ARRA1

INITIATION 001

COMMODITY RECOVERY ACT

ITEM	BLIND NUM	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO
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Out of Scope

REPORT NO.: MXXG031RS
REFERENCE : PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

PASS NO. 1

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ANNOUNCEMENT APPRAI INVITATION 901 COMMODITY RECOVERY ACT

ITEM NUM	BLIND NUM	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO.
Out of Scope						
9144		901	1.8600	TRUCK	36,432	B203213K001
9145		901	1.8500	TRUCK	36,432	B203126K001
9146		901	1.8600	TRUCK	18,216	B203136K001S B203136K002T
Out of Scope						
9149		901	1.8600	TRUCK	36,432	B203G55K001
9150		901	1.8500	TRUCK	9,108	B203126K002S B203126K003T B203126K004U
Out of Scope						
9151		901	1.8700	TRUCK	25,464	B203G27K002T B203G27K001S
Out of Scope						

REPORT NO.: MXG031RS
REFERENCE : PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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ANNOUNCEMENT ARRAI INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND NUM	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO.
9153	901	1,8800	TRUCK	36,432	B203148K001	

Out of Scope

9156	901	1,8800	TRUCK	36,432	B203148L001
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9159	901	1,8500	TRUCK	9,120	B203126L001S
				14,592	B203126L003T
				12,720	B203126L002T
	TOTAL ITEM			36,432	
9160	901	1,8600	TRUCK	25,464	B203G27L002T
				10,968	B203G27L001S
	TOTAL ITEM			36,432	
9161	901	1,8800	TRUCK	36,432	B203148L002

ANNOUNCEMENT ARRAL INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLND NUM	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO.
9162		901	1.8600	TRUCK	18,948 17,484	B203G55L001S B203G55L002T
		TOTAL ITEM		36,432		
9163		901	1.8700	TRUCK	18,900 17,532	B203112L005S B203112L006T
		TOTAL ITEM		36,432		
9164		901	1.8700	TRUCK	36,432	B203112L001
9165		901	1.8700	TRUCK	36,432	B203112L002
9166		901	1.8700	TRUCK	36,432	B203112L003
9167		901	1.8700	TRUCK	36,432	B203112L004
9168		901	1.8700	TRUCK	36,432	B203136L001
9169		991	0.0000		36,432	B203272L001
9170		991	0.0000		18,216 18,216	B203506L004T B203506L003S
		TOTAL ITEM		36,432		
9171		901	1.8700	TRUCK	36,432	B203112L008

P. 027/035

FAX No. 8169281782

USDA-FSA-MSD-ASB

AUG/20/2009/THU 11:33 PM

REPORT NO.: MKG031RS
 REFERENCE : PFCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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ANNOUNCEMENT ARRAL INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND NUM	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO.
9172		901	1.8700	TRUCK	36,432	B203112L007
9173		901	1.8700	TRUCK	36,432	B203112L009
9174		901	1.8500	TRUCK	27,324	B203339L004S
		TOTAL ITEM			9,108	B203339L005T
9175		901	1.8500	TRUCK	12,144	B203339L002T
		TOTAL ITEM			13,848	B203339L001S
		TOTAL ITEM			10,440	B203339L003U
		TOTAL ITEM			36,432	

Out of Scope

REPORT NO.: MKG031RS
REFERENCE : PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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ANNOUNCEMENT ARR1 INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND NUM	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO.
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Out of Scope						
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REPORT NO. : MXG031R5
REFERENCE : PFCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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PROCESSING DATE: 05/19/09

ANNOUNCEMENT ARRA1

INVITATION 001

COMMODITY RECOVERY ACT

ITEM	BLIND	BIDDER	BID	TRANS	TOTAL	D/O NO.
NUM	NUM		PRICE	MODE	AWARD	

Out of Scope

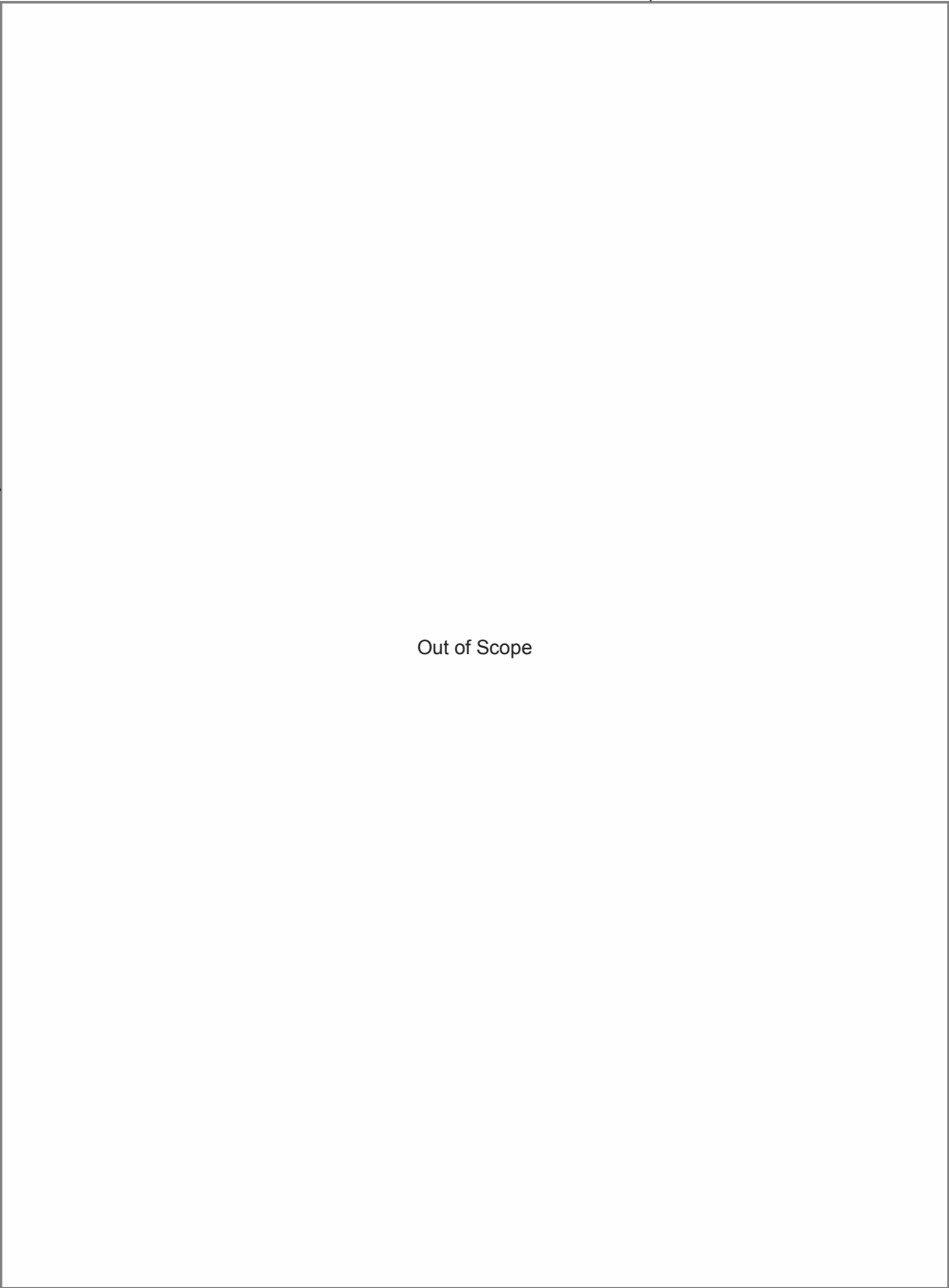
REPORT NO.: MXG031R5
REFERENCE: PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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ANNOUNCEMENT ARR44 INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND	BIDDER	BID	TRANS	TOTAL	D/O NO.
NUM			PRICE	MODE	AWARD	
0100						



REPORT NO. : MXG031R5
REFERENCE : PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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PROCESSING DATE : 05/19/09

ANNOUNCEMENT ARRAI INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND NDM	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO.
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Out of Scope						
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REPORT NO.: MXG031R5
REFERENCE : PPCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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ANNOUNCEMENT ARRAL INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND	BIDDER	BID	TRANS	TOTAL	D/O NO.
NUM	ACTM		PRICE	MODE	AWARD	

Out of Scope

REPORT NO.: MXG031RS
REFERENCE : PFCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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ANNOUNCEMENT ARRAL INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND NUM	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO.
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Out of Scope

REPORT NO.: MXG031RS
REFERENCE : PFCR33

PCIMS - AWARD CONTROL LIST - BY ITEM

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PROCESSING DATE: 05/19/09

ANNOUNCEMENT ARRAL INVITATION 001 COMMODITY RECOVERY ACT

ITEM	BLIND NUM	BIDDER	BID PRICE	TRANS MODE	TOTAL AWARD	D/O NO.
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Out of Scope						
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REPORT NO.: MXG031R7
REFERENCE : PPCR35

PCIMS - AWARD CONTROL LIST BY CONSTRAINTS

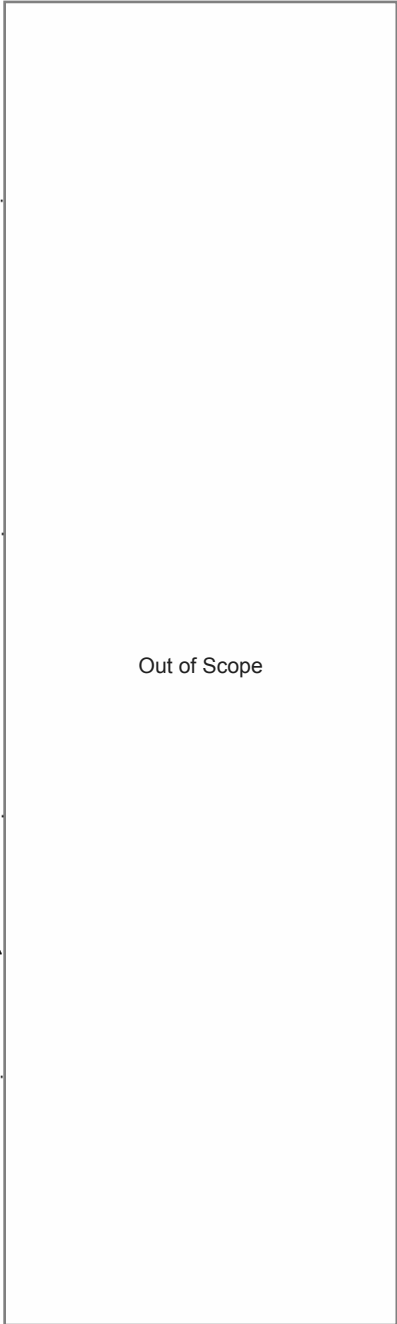
ANNOUNCEMENT NO. ARRPA1

INVITATION NO. 001

COMMODITY RECOVERY ACT

PASS NO. 1

PAGE: 1
PROCESSING DATE: 05/19/09



BID LINE	DER	NUM	NO	COMM	CODE	PACK	SIZE	DELIVERY	DATE	MINIMUM	MAXIMUM	AWARDED	CONST	GROUP	ITEM	CONSTRAINTS
901				0551	12	12/1	12	LVS, UNPRZN	6-15-09			145,728				
901				0551	12	12/1	12	LVS, UNPRZN	6-30-09			109,296				
901				0551	12	12/1	12	LVS, UNPRZN	7-15-09			36,432				
901				0551	12	12/1	12	LVS, UNPRZN	7-31-09			145,728				
901				0551	12	12/1	12	LVS, UNPRZN	8-15-09			218,592				
901				0551	12	12/1	12	LVS, UNPRZN	8-31-09			182,160				
901			1	0551	12	12/1	12	LVS, UNPRZN	-			837,936				
901				0551	12	12/1	12	LVS, UNPRZN	-			837,936				

P. 001/002

PORT NO.: MXG031R8
REFERENCE: PPCR36

PCIMS - PRICE CHANGE PROOF LIST

PASS NO. 1

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ANNOUNCEMENT NO. ARR11

INVITATION NO. 001

SHIPPING MONTH 08

SHIPPING YEAR 09

BIDDER
NUMBER

ITEM
NUMBER

OLD BID
PRICE

NEW BID
PRICE

CHANGE
AMOUNT

NO PRICE CHANGES EXIST FOR THIS INVITATION.

FAX No. 8169261782

USDA-FSA-MSD-ASB

AUG/20/2009/THU 11:54 PM

PAGE 1
PROD PPD61

PCIMS FOCUS REPORTING SYSTEM
MONTHLY LATE DELIVERY DETAIL REPORT
FROM 01/01/2008 TO 05/19/2009
ANNOUNCEMENT: MCD6 PCD7

DATE 05/20/09
TIME 13:11:46

ANNCH	MONTH/YEAR	NO. NUMBER	REASON CODE	RECEIVE DATE
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Out of Scope

No late deliveries for Miceli under current or prior year ^{long term} _{long term} contracts.

[Handwritten Signature]
5/20/09

Cole, Hilary - Kansas City, MO

From: Brad West [bwest@micell-dairy.com]

Sent: Tuesday, May 26, 2009 12:21 PM

To: Cole, Hilary - Kansas City, MO

Subject: One Pound Destinations Addresses

Good Afternoon Hilary,

I hope your weekend went well.

Just a question on when will you have the destination addresses for the one pounders? We would like to beginning shipping the June loads out next week if possible.

Thanks,

Brad

500 delivery

Bolton, Linda - Kansas City, MO

From: Cole, Hilary - Kansas City, MO
Sent: Thursday, May 21, 2009 2:53 PM
To: Bolton, Linda - Kansas City, MO
Subject: FW: USDA Farm Service Agency Dairy

FYI

Hilary Cole
 Contract Specialist
 USDA-FSA-KCCO-DPD-DMB
 816-926-6645 (telephone)
 816-627-0608 (fax)

From: USDA Farm Service Agency [mailto:usdafsa@service.govdelivery.com]
Sent: Thursday, May 21, 2009 1:39 PM
To: Cole, Hilary - Kansas City, MO
Subject: USDA Farm Service Agency Dairy

You are subscribed to Dairy Information for USDA Farm Service Agency.

The Purchase Contract Award for Recovery: Cheese For Use in Domestic Food Assistance Programs can be found at the following link:

DPD-ARRA-09-0001 <<http://links.govdelivery.com:80/track?type=click&enid=bWFpbGluZ2lkPTQ4NjM1MyZtZXNzYWdlYWQ9UFJELUJVTc00ODYzNTMmZGF0YWJhc2VpZD0xMDAxJnNlcmhhbD0xMjE1NDk4NTM0JmVtYWlsaWQ9aGlsYXJ5LmNvbGVAAa2NjLnVzZGEuZ292JnVzZXJpZD1oaWxhcnkY29sZUBrY2MudXNkYS5nb3YmZXh0cmE9JiYm&&&100&&https://www.fbo.gov/utis/view?id=776a66ca14d07205e04e1479c52859ac>>

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you may also Search <<http://links.govdelivery.com:80/track?type=click&enid=bWFpbGluZ2lkPTQ4NjM1MyZtZXNzYWdlYWQ9UFJELUJVTc00ODYzNTMmZGF0YWJhc2VpZD0xMDAxJnNlcmhhbD0xMjE1NDk4NTM0JmVtYWlsaWQ9aGlsYXJ5LmNvbGVAAa2NjLnVzZGEuZ292JnVzZXJpZD1oaWxhcnkY29sZUBrY2MudXNkYS5nb3YmZXh0cmE9JiYm&&&103&&http://www.fsa.usda.gov/PSA/search?searchForm=advanced&fromapp=home&mystate=&mylang=>>>

our web site. These features are designed to assist you in obtaining the information you are seeking.

This service is provided to you at no charge by the USDA Farm Service Agency <<http://links.govdelivery.com:80/track?type=click&enid=bWFpbGluZ2lkPTQ4NjM1MyZtZXNzYWdlYWQ9UFJELUJVTc00ODYzNTMmZGF0YWJhc2VpZD0xMDAxJnNlcmhhbD0xMjE1NDk4NTM0JmVtYWlsaWQ9aGlsYXJ5LmNvbGVAAa2NjLnVzZGEuZ292JnVzZXJpZD1oaWxhcnkY29sZUBrY2MudXNkYS5nb3YmZXh0cmE9JiYm&&&104&&>>

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VAa2NjLnVzZGEuZ292JmV4dHJhPSYmJg=>

RECOVERY ACT

ARRA1

INVITATION: 001 DATE 5/21/09

THE KANSAS CITY COMMODITY OFFICE (KCCO) ANNOUNCED TODAY THE AWARD OF CONTRACTS FOR PROCESS AMERICAN CHEESE AND MOZZARELLA CHEESE UNDER INVITATION FOR BID ARRA1-001, FOR DELIVERY JUNE 1, 2009, THROUGH AUGUST 31, 2009 DELIVERIES.

NO OFFERS WERE RECEIVED FOR NATURAL AMERICAN CHEESE.

THE SET-ASIDE QUANTITIES WERE AWARDED TO ELIGIBLE BUSINESS CONCERNS.

NO FURTHER OFFERS WILL BE CONSIDERED UNDER INVITATION FOR BID ARRA1-001.

THE CONTRACTING OFFICER GREATLY APPRECIATES THE INTEREST EACH OFFEROR HAS SHOWN IN SUBMITTING ITS OFFER TO SUPPLY AGRICULTURAL COMMODITIES FOR USDA'S DOMESTIC FOOD DISTRIBUTION PROGRAM. ADDITIONAL INFORMATION MAY BE OBTAINED FROM THE KCCO, P.O. BOX 419205, K.C., MO 64141-6205, TELEPHONE 816-926-6620.

CONTRACT COMMODITY	CONTRACTOR PACK SIZE	QTY (LBS)	DEST ST	PRICE/LBS TRANS MODE (IDENT. BIDS *)
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Out of Scope



Out of Scope

VDOC02503 MICELI DAIRY PRODUCTS
2721 E 90TH ST
CLEVELAND OH 441043301
CHEESE, MOZZARELLA, LMPS
12/1 LVS, UNFRZN

36,432	MI	SBA	1.85000	T
21,252	OH	SBA	1.85000	T
9,108	MI	SBA	1.85000	T
51,612	OH	SBA	1.85000	T
63,756	MI	SBA	1.85000	T
36,432	GA	SBA	1.86000	T
18,948	WI	SBA	1.86000	T
36,432	MN	SBA	1.86000	T
53,916	WI	SBA	1.86000	T
36,432	NY	SBA	1.86000	T
36,432	FL	SBA	1.87000	T
36,432	NY	SBA	1.87000	T
182,160	FL	SBA	1.87000	T
36,432	MN	SBA	1.87000	T
72,864	FL	SBA	1.87000	T

TOTAL CONTRACT QTY	837,936	109,296 TX SBA	1.88000 T
		TOTAL VALUE	1,562,568.48

***** SUMMARY *****

COMM/PACK DESC	SBA	TOTAL LBS	PRICE/LBS	TOTAL EXPENDITURE
MOZZARELLA.LMPS	SBA	837,936	1.85000 - 1.88000	\$ 1,562,568.48

Out of Scope

HDR1010500200000521091500KCCO DAIRY PURCHASE CONTRACT AWARD DPD-ARRA1-09-0001

RECOVERY: DPD-ARRA1-09-0001 DATED MAY 21, 2009, FOR DOMESTIC PROGRAMS

The Purchase Contract Award for Recovery: Cheese For Use in Domestic Food Assistance Programs can be found at the following link:

<https://www.fbo.gov/utills/view?id=776a66ca14d07205e04e1479c52859ac>

RECOVERY ACT

ARRA1

INVITATION: 001 DATE 5/21/09

THE KANSAS CITY COMMODITY OFFICE (KCCO) ANNOUNCED TODAY THE AWARD OF CONTRACTS FOR PROCESS AMERICAN CHEESE AND MOZZARELLA CHEESE UNDER INVITATION FOR BID ARRA1-001, FOR DELIVERY JUNE 1, 2009, THROUGH AUGUST 31, 2009 DELIVERIES.

NO OFFERS WERE RECEIVED FOR NATURAL AMERICAN CHEESE.

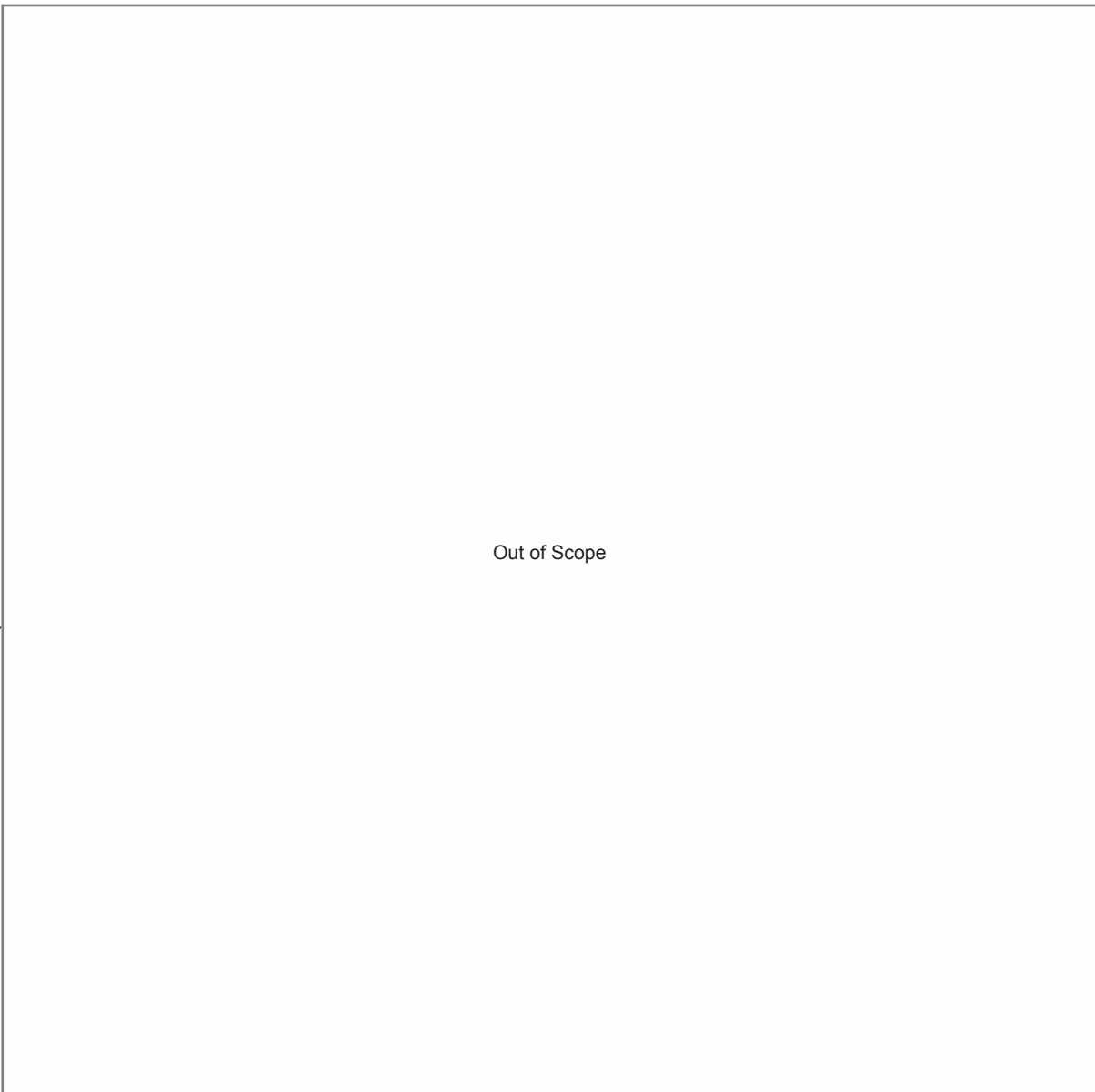
THE SET-ASIDE QUANTITIES WERE AWARDED TO ELIGIBLE BUSINESS CONCERNS.

NO FURTHER OFFERS WILL BE CONSIDERED UNDER INVITATION FOR BID ARRA1-001.

THE CONTRACTING OFFICER GREATLY APPRECIATES THE INTEREST EACH OFFEROR HAS SHOWN IN SUBMITTING ITS OFFER TO SUPPLY AGRICULTURAL COMMODITIES FOR USDA'S DOMESTIC FOOD DISTRIBUTION PROGRAM. ADDITIONAL INFORMATION MAY BE OBTAINED FROM THE KCCO, P.O. BOX 419205, K.C., MO 64141-6205, TELEPHONE 816-926-6620.

CONTRACT COMMODITY	CONTRACTOR PACK SIZE	QTY (LBS)	DEST ST	PRICE/LBS
				TRANS MODE SEA (IDENT. BIDS *)

Out of Scope



Out of Scope

VDOC02503 MICELI DAIRY PRODUCTS
 2721 E 90TH ST
 CLEVELAND OH 441043301
 CHEESE, MOZZARELLA, LMPS
 12/1 LVS, UNFRZN

36,432	MI	SBA	1.85000	T
21,252	OH	SBA	1.85000	T
9,108	MI	SBA	1.85000	T
51,612	OH	SBA	1.85000	T
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36,432	MN	SBA	1.87000	T
72,864	FL	SBA	1.87000	T

TOTAL CONTRACT QTY	837,936	109,296 TX SBA	1.88000 T
		TOTAL VALUE	1,562,568.48

***** SUMMARY *****

COMM/PACK DESC	SBA	TOTAL LBS	PRICE/LBS	TOTAL EXPENDITURE
MOZZARELLA, LMPS	SBA	837,936	1.85000 - 1.88000	\$ 1,562,568.48
12/1 LVS, UNFRZN				
CHEESE BLEND	SBA	2,613,600	1.30000 - 1.53900	\$ 3,741,883.20
12/2 LB LOAVES				
CHEESE BLEND	SBA	1,425,600	1.23000 - 1.47600	\$ 1,966,377.60
6/5# SLC YELLOW				
TOTAL		4,877,136		\$ 7,270,829.28

Bolton, Linda - Kansas City, MO

From: Cole, Hilary - Kansas City, MO
Sent: Thursday, May 21, 2009 1:34 PM
To: Bolton, Linda - Kansas City, MO
Subject: FW: PCA Posting

Hilary Cole
Contract Specialist
USDA-FSA-KCCO-DPD-DMB
816-926-6645 (telephone)
816-627-0608 (fax)

-----Original Message-----

From: Walker, Donna - Kansas City, MO
Sent: Thursday, May 21, 2009 1:34 PM
To: Cole, Hilary - Kansas City, MO
Subject: RE: PCA Posting

It's on PRATES.

Donna

-----Original Message-----

From: Cole, Hilary - Kansas City, MO
Sent: Thursday, May 21, 2009 1:31 PM
To: Walker, Donna - Kansas City, MO
Subject: PCA Posting

Donna-

(b)(5)

Would you please post this to PRATES?

Thanks for your help.

Hilary Cole
Contract Specialist
USDA-FSA-KCCO-DPD-DMB
816-926-6645 (telephone)
816-627-0608 (fax)

MICELI DAIRY

Fax 216-231-2504

Jun 26 2009 12:31pm P002/002

Out of Scope

SHIPMENT STATUS REPORT

AGE 15
ROD
PDPIC

PCIMS REPORTING SYSTEM
POLICING REPORT
FOR PERIOD JUNE 2009
FOR COMMODITY: 04 05 06 10 11 12

DATE: 05/26/09
TIME: 14.41.16

RTY ID	COMM GRP	COMM TYP	PACK SIZE	DESTINATION CITY	STATE	DO NUMBER	N/D NUMBER	CONTRACT NUMBER	DELIVERY DATE	NET WEIGHT
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Out of Scope

PH118821-01

P. 003/006
FAX No. 8169261782
AUG/20/2009/THU 10:21 PM
USDA-FSA-MSD-ASB

Jun 15 2009 12:44pm P001/002
Fax 216-231-2504
MICELI DAIRY

SHIPMENT STATUS REPORT

INSTRUCTIONS: Complete and return by FAX or E-mail by JUNE 19, 2009

USDA - KCCO INFORMATION	
TO:	USDA - KCCO - DPD - DMB
FROM:	IDA BURFORD
FAX:	816-627-0668 or 816-823-4195
E-MAIL:	ida.burford@kcc.usda.gov
PHONE:	816-926-2506

VENDOR INFORMATION	
VENDGR:	MICELI DAIRY PRODUCTS
CONTACT:	BRAD WEST
FAX:	216-231-2504
E-MAIL:	Miceli-dairy.com
PHONE:	216-791-6222 x153

CONTRACT NUMBER: **ARRA1 - VDOC02503**

SHIPPING PERIOD: **JUNE 1-15, 2009**

ALL NDY's SHIPPED BY THE NLT (SHIP NOT LATER THAN) DATE? YES NO If "NO", complete the table below.

COMMODITY	ND NUMBER	DISPOSITION #	LBS TO SHIP	MODE OF TRANSPORTATION	EXPECTED DELIVERY DATE	REASON FOR LATE SHIPMENT

SIGNATURE: *Brad West*

DATE: 6-15-09

Mueli - ARA

PAGE 20
PROD
PPDF1C

PCIMS REPORTING SYSTEM
POLICING REPORT
FOR PERIOD JUNE 2009
FOR COMMODITY: 04 05 06 10 11 12

DATE: 05/26/09
TIME: 14.41.16

ENTY CDE	COMM GRP	COMM TYP	PACK SIZE	DESTINATION CITY	STATE	DO NUMBER	N/D NUMBER	CONTRACT NUMBER	DELIVERY DATE	NET WEIGHT
07180100	05	51	12	ATLANTA	GA	B203213K001	VDOC0852969	VDOC02503	09/06/15	0
07180100	05	51	12	MILWAUKEE	WI	B203G55K001	VDOC0852970	VDOC02503	09/06/15	0
07180100	05	51	12	BUFFALO	NY	B203136K001S	VDOC0852990	VDOC02503	09/06/15	0
07180100	05	51	12	ROCHESTER	NY	B203136K002T	VDOC0852990	VDOC02503	09/06/15	0
07180100	05	51	12	ELMIRA	MI	B203126K001	VDOC0852991	VDOC02503	09/06/15	0

P. 004/006
FAX No. 8169261782
AUG/20/2009/THU 10:21 PM USDA-FSA-MSD-ASB

P. 005/006
 FAX No. 8169261782
 AUG/20/2009/THU 10:21 PM
 USDA-FSA-MSD-ASB

Jul 16 2009 12:24pm P001/002
 Fax 216-231-2504
 MICELI DAIRY

SHIPMENT STATUS REPORT

INSTRUCTIONS: Complete and return by FAX or E-mail by JULY 20, 2009

USDA - KCCO INFORMATION	
TO:	USDA - KCCO - DPD - DMB
FROM:	IDA BURFORD
FAX:	816-627-0668 or 816-823-4195
E-MAIL:	ida.burford@kcc.usda.gov
PHONE:	816-926-2506

VENDOR INFORMATION	
VENDOR:	MICELI DAIRY PRODUCTS
CONTACT:	BRAD WEST
FAX:	216-231-2504
E-MAIL:	Miceli-dairy.com
PHONE:	216-791-6222 x153

CONTRACT NUMBER: **ARRA1 - VDOC02503**

SHIPPING PERIOD: **JULY 1-15, 2009**

ALL N/D'S SHIPPED BY THE NLT (SHIP NOT LATER THAN) DATE? YES NO If "NO", complete the table below.

COMMODITY	N/D NUMBER	DISPOSITION #	LBS TO SHIP	MODE OF TRANSPORTATION	EXPECTED DELIVERY DATE	REASON FOR LATE SHIPMENT

SIGNATURE: *Brad West*

DATE: 7-16-09

Melissa - AKKA

P. 006/006
FAX No. 8169261782
USDA-FSA-MSD-ASB
AUG/20/2009/THU 10:21 PM

PAGE 3
PROD
PPDFIC

PCIMS REPORTING SYSTEM
POLICING REPORT
FOR PERIOD JULY 2009
FOR COMMODITY: 04 05 06 10 11 12

DATE: 06/15/09
TIME: 10.36.47

ENTY CDE	COMM GRP	COMM TYP	PACK SIZE	DESTINATION CITY	STATE	DO NUMBER	N/D NUMBER	CONTRACT NUMBER	DELIVERY DATE	NET WEIGHT
07180160	05	51	12	DALLAS	TX	B203148L001	VDOC0852973	VDOC02503	09/07/15	36,432