Poultry Programs

November 2007

# ANNOUNCEMENT PY-330

## Purchase Of

## CHICKEN NUGGETS AND CHICKEN PATTIES

## For Distribution To Eligible Outlets

USDA

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Announcement PY-330

I. GENERAL

A. The United States Department of Agriculture (USDA) will periodically issue an Invitation for offers (Invitation) under this Announcement to sell to USDA frozen, fully cooked, breaded chicken nuggets and patties (commodity). The Commodity Specification listed below is published separately and is incorporated herein and made a part hereof.

Commodity Specification for Chicken Nuggets and Patties dated September 2007

- Chicken Nuggets (222330)
- Chicken Patties (223030)

B. Purchases will be on a competitive bid basis. The Invitations will specify the commodity, the offer date, the delivery period, the destinations, estimated quantities, the closing time for receipt of offers, and any provisions applicable to the proposed procurement which are in addition to or different from those contained in the Announcement. Provisions of the General Terms and Conditions for the Procurement of Agricultural Commodities or Services, Revision No. 2, dated November 1984, and Amendments 1, 2, 3, and 4, dated October 1990, November 1990, August 1989, and March 1990, respectively (USDA-1), are incorporated herein except as specifically excluded. Offerors are cautioned to carefully read all applicable terms and conditions of USDA-1, this Announcement, the applicable Invitation, and the Commodity Specification. The contractor is cautioned that statements made by persons other than the Contracting Officer are not binding on the Government unless subsequently confirmed in writing by the Contracting Officer.

C. Offer prices will be f.o.b. (or f.a.s vessel) at the destinations listed in the applicable Invitation. Offers will be invited on a purchase unit basis or multiples thereof, except that from time to time the Invitation will indicate two or more destinations in a line item which will require a split delivery (drop) at each destination. Delivery by either trucks or railcars is at the option of the contractor except for those destinations which specify the method of delivery.

D. Responsibility of Offeror

1. Solicitation Mailing List Application (SF-129) and Certifications, Representations, and Warranties (Appendix-1).

An offeror must have completed and submitted a Standard Form 129 and Appendix-1, which must be signed by a duly authorized officer of the company, prior to making an offer. If not already received, copies of Standard Form 129 and Appendix-1 may be obtained from the Contracting Officer or the commodity procurement website at http://www.ams.usda.gov/cp. An offeror who has previously provided a Standard Form 129 must furnish updated information only.

The offeror must complete all portions of the Standard Form 129 (except item 18) in accordance with the attached EXHIBIT 1 and include the following information for Items 4, 8, 10, 14, 16B, 19, and 20:

Items 4 and 8 : The Federal inspection plant number.

| | |
|---|---|
| Item 8 : | Identify all affiliates, including any parent company. |
| Item 10 : | The products the offeror is interested in supplying, weekly volume of production, and percent of capacity available for USDA contracts. |
| Item 14 : | Company's DUNS Number. |
| Item 16B : | Identify the freezer or warehouse to be used and its storage capacity. |
| Items 19 and 20 : | Must be an officer of the company, as identified in item 7. |

Offeror must certify with each bid to the accuracy of the current SF-129 and Appendix-1 on file with the Contracting Officer.

2. Central Contractor Registration and Online Representations and Certifications Application.

Contractor must be registered with the Central Contractor Registration (CCR) as prescribed in 48 C.F.R. § 4.1104 and the Online Representations and Certifications Application (ORCA). Offeror must certify with each bid that its company is registered with both the CCR and ORCA.

3. Responsibility.

A firm submitting an offer under this Announcement must meet the Federal standards for responsibility in the Federal Acquisition Regulations at 48 C.F.R. part 9, USDA-1, and this Announcement. Facilities to be used in fulfilling USDA contracts must be operating under the provisions of the Poultry Products Inspection Act (PPIA) and regulations issued thereunder. All subcontractors and suppliers subject to the PPIA who will be utilized in fulfilling this procurement, either directly or indirectly, must first be approved by the Contracting Officer for responsibility. Approval must be received prior to their performance under this Announcement. Offerors must submit a complete list of all subcontractors and suppliers including potential subcontractors and suppliers, prior to the offeror's participation in this program. During the life of the Announcement, offerors must update the list of subcontractors and suppliers as changes occur. Subcontractors and suppliers will be determined to be nonresponsible if they have been suspended or debarred and that suspension or debarment is in effect at the time of a bid or during performance.

In addition to the certifications required by Parts C and D of USDA-1, the offeror must also certify in item 6 of the offer, that: (1) all producing plants specified in the offer are facilities operating under the provisions of the PPIA; (2) neither the offeror nor any of its officials are currently suspended or debarred as defined under 48 C.F.R. § 9.4; (3) the offeror will identify to the Contracting Officer all prospective subcontractors and suppliers subject to the PPIA and request a determination of responsibility prior to their performance; (4) the offeror will only utilize those subcontractors or suppliers in fulfilling the contract who have been approved by USDA; and (5) the offeror will include these certification requirements in every subcontract for the poultry component of this commodity.

Offerors are cautioned NOT to OFFER quantities in excess of what they can reasonably expect to timely deliver in accordance with the contract. Deliveries must be made during the contracted

delivery period. No extensions will be granted due to weekends or Federal holidays. Because this commodity is used in domestic food programs, on-time delivery is imperative. See Section VIII.B. as to the importance of timely delivery and the difficulty inherent in quantifying actual damages for delay in delivery. Late deliveries cause serious and substantial damages to USDA and to other agencies that use this commodity. Contractors delivering late on a contract(s) must immediately notify the Contracting Officer of late deliveries and how soon delivery can be expected. Additionally, if the contractor intends to request an extension of time due to causes beyond the control of the contractor, such notice must be made to the Contracting Officer 3 business days in advance of bid opening in which the contractor wants to bid. Notification must include (1) a production report of completed and/or expected production, including pounds and dates, and (2) actual or expected shipment or delivery dates by Delivery Order (D/O) numbers. *See Article 68 of USDA-1.* Offeror must certify to timely performance on outstanding contracts in each offer. A determination that the late performance is beyond the control or negligence of the contractor or the contractor's subcontractor must be made by the Contracting Officer prior to bid opening. An offeror may be deemed nonresponsible if the late shipment/delivery is not due to causes beyond the contractor's control. This provision is a deviation from 48 C.F.R. § 9.103(b) and § 19.6.

An offeror's false certification may result in rejection of the offer, suspension and debarment, termination of the contract, liability for damages under the provisions of USDA-1, civil damages, and criminal prosecution.

With respect to purchases under the 8(a) program, the conditions and clauses contained in the Agreement Between USDA, Agricultural Marketing Service (AMS), and the Small Business Administration (SBA) (Interagency Agreement), apply to the 8(a) contractor as defined in 48 C.F.R. § 19.800(a). For the purposes of purchases made under the 8(a) program, reference to "contractor," in all USDA contract documents, means the 8(a) contractor. In accordance with the Interagency Agreement as authorized under 48 C.F.R § 19.800(c), SBA has delegated responsibility to USDA for the administration of contracts awarded to 8(a) contractors with complete authority to take any action on behalf of the Government under the terms and conditions of the contract. In the event of non-performance of a contract by an 8(a) contractor or its subcontractor, it is agreed that no further contract will be offered by the SBA to that contractor during the current fiscal year or until claims for damages resulting from non-performance are settled.

E. Food Defense Requirements

Potential contractor(s) and subcontractor(s) must have a documented and operational food defense plan that provides for the security of a plant's production processes and includes the storage and transportation of pre-production raw materials and other ingredients and post-production finished product. The plan shall address the following areas: (1) food security plan management; (2) outside and inside security of the production and storage facilities; (3) slaughter and processing, including all raw material sources; (4) shipping and receiving; (5) storage; (6) water and ice supply; (7) mail handling; (8) personnel security; and (9) transportation, shipping, and receiving (includes the sealing of any transport conveyance for truck lot and less-than-truck lot quantities of finished product).

Potential contractors must certify in their Appendix-1 that they have a documented and operational food defense plan. Prior to a contract award, the plan will be audited by the Grading Branch, Poultry Programs, AMS, USDA. The food defense audit is based on the Food Safety and Inspection Service (FSIS) Security Guidelines for Food Processors at the following

website: http://www.fsis.usda.gov/OA/topics/SecurityGuide.pdf and guidelines for the transportation and distribution of meat, poultry, and egg products are located at the following website: http://www.fsis.usda.gov/oa/topics/transportguide.htm. All nonconformances listed in the audit report must be addressed in writing within 30 days to the Contracting Officer. The potential contractors will have an opportunity to correct identified nonconformances and improve their food defense plan.

Potential contractors, who have been previously approved and deemed eligible by the Contracting Officer under the prior year's purchase program, may request the Contracting Officer waive the pre-award audit, providing that all new USDA program requirements are met. Additionally, potential contractors may request waivers when pre-award audits could not be scheduled in time to meet the time required for bid offering. The potential contractors will receive written notification from the Contracting Officer of their eligibility to bid.

Eligible suppliers who receive contracts must have their documented food defense plan and supporting documentation readily available for review by the Contracting Officer or AMS agents. Records may be maintained on hard copy or electronic media. However, records maintained as electronic media will be made available in printed form immediately upon request by AMS or its agents.

Followup audits may be conducted as determined by the Contracting Officer.

F. Buy American Certification

End products furnished must be of domestic origin as defined in Section I.G., below. To the extent, if any, that this provision is a deviation from 48 C.F.R. part 25 and for the purposes of this Announcement, this provision supersedes Articles 34 and 49 of USDA-1.

G. Domestic Products

The commodity must be of 100 percent domestic origin, meaning that it was produced and processed from poultry and/or egg products, including maltodextrin, (products) which were produced, raised, and processed only in the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred to as "the United States"). If the Contractor processes or handles products originating from sources other than the United States, the Contractor must have an acceptable identification and segregation plan for those products to ensure they are not used in commodities purchased under the Announcement. This plan must be made available to a representative of the Grading Branch, Poultry Programs, AMS, USDA (Grader), and the Contracting Officer or agent thereof upon request. The Contractor must ensure that both the Contractor and subcontractor(s) maintain records such as invoices, or production and inventory records evidencing product origin, and make such records available for review by the Government in accordance with Article 76 of USDA-1.

Contractor agrees to include this domestic origin certification clause in all subcontracts for products used in fulfilling contracts awarded under this Announcement. The burden of proof of compliance is on the Contractor. Failure to observe this requirement may lead to actions including, but not limited to, the assessment of actual and/or liquidated damages, suspension or debarment, contract termination, penalties at Title 18, Section 1001 of the US Code concerning falsification of information, or other remedies in favor of the Government as may be allowed by law.

The attached form (EXHIBIT 3) must be completed for each contract awarded and be presented to a Grader at the processing facility prior to performance in this program, and the Contracting Officer or agent thereof upon request.

H. Service of Protest

1. Protests, as defined in 48 C.F.R. § 33.101, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt.

2. The copy of any protest shall be received in the office designated above within 1 day of filing a protest with the GAO.

II. SUBMISSION OF OFFERS

Offers must be submitted via the Internet by accessing the Domestic Electronic Bid Entry System (DEBES) (see EXHIBIT 4 for browser requirements). Offerors may request vendor DEBES Identifications and passwords by contacting the Contracting Office at (202)720-7693. Offers submitted by any means other than DEBES will be considered nonresponsive.

Access the DEBES website at: https://pcsd.usda.gov:3077/mdbc1000.exe?

Once connected to DEBES, follow the online procedures. Click on the "Help" button for detailed instructions on using the system, or call (202)720-7693 for assistance.

AMS will not be responsible for any failure attributed to the transmission of the bid data prior to being accepted and stored on our web server including, but not limited to the following:

1. Any failure of the offeror's computer hardware or software.
2. Availability of the offeror's Internet service provider.
3. Delay in transmission due to the speed of the offeror's modem.
4. Delay in transmission due to excessive volume of Internet traffic.

Offers, modifications, or withdrawals of offers must be received in DEBES not later than 12 noon, Central Time, on the Monday or other day as indicated in the Invitation. Whether an offer, modification, or withdrawal is received within the time limitation will be determined by the latest time recorded in DEBES.

Offers must be submitted through DEBES. All sections of the offer form must be completed, including prices and constraints. Complete the certifications using the following as a guide. (See EXHIBIT 2 of this Announcement for examples of offers.)

1. Offer is made subject to Announcement PY-330, Appendix-1; the Commodity Specification for Chicken Nuggets and Chicken Patties dated September 2007; Invitation No. ___; and USDA-1.

2. Furnish the name, complete mailing address, and telephone number of office or person to receive shipping and delivery instructions. NOTE: FURNISH ADDRESS WITH FIRST BID; THEREAFTER, ENTER "SAME" IF INFORMATION HAS NOT CHANGED. ONLY ENTER UPDATED INFORMATION AS NECESSARY.

3. Timely Performance Certification. All products required under any existing USDA contract(s) or subcontract(s) with a not-later-than delivery date prior to this bid opening have been delivered. Choose one:

(a) Has
(b) Has not
(c) Has not, but has notified the Contracting Officer
(d) No existing contracts

4. Offeror (HAS) submitted to the Contracting Officer Annual Certifications, Representations, and Warranties (Appendix-1). The Appendix-1 is current, accurate, and complete. Furnish the date of the Appendix-1.

5. Offeror (HAS) registered with the Central Contractor Registration (CCR). Furnish the expiration date of registration.

6. Offeror (HAS) registered with the Online Representations and Certifications Application. Furnish the expiration date of registration.

7. Offeror (DOES)(DOES NOT) certify that the information previously submitted on the Solicitation Mailing List Application (SF-129) is accurate and is a part of this offer; and offeror makes the certification of responsibility required by Section I.D. of this Announcement and the certifications, representations, and warranties provided in Parts C and D of USDA-1.

8. Offeror requests HUBZone small business price evaluation preference (YES)(NO). Applies only to firms certified in the Small Business Administration's Historically Underutilized Business Zone program (48 C.F.R. § 19.13).

9. Furnish name, title, fax number, and phone number of person submitting this bid (must be an officer of the company or a person authorized to execute contracts on behalf of the offeror). NOTE: See Article 6 of USDA-1.

EXHIBIT 2 provides an example of how offers may be submitted through DEBES.

## III. ACCEPTANCE OF OFFERS

The Government contemplates award of a fixed-price supply contract with economic price adjustment resulting from this solicitation. Contracts will be awarded to responsible offerors whose offers conform to the Announcement and the applicable Invitation and whose offers are most advantageous to the Government in terms of, but not limited to, price, quantity requirements, and transportation costs. Acceptance of offers will be made by FAX filed at Washington, DC, not later than midnight, Eastern Standard Time, the Friday following the day for receipt of offers. The official time of award is the date and time stamped on the contract, which is faxed from Poultry Program's Commodity Procurement Branch of AMS. The faxed transmission of the contract is the official notice that the contract has been awarded. A notice of award will be issued in the form of a Food Purchase Report or other public announcement posted at the Department's Office of Public Affairs, News Division, after award and after 3 p.m., Eastern Standard Time, on the day of acceptance. After award information is posted, inquiries may be made to a USDA-AMS Poultry Programs Market News Office or the Contracting Officer. Failure to accept an offer will constitute rejection.

Acceptance as specified above will result in a binding contract without further action by either party. The actual time of award described herein is a deviation from 48 C.F.R. § 14.405-1. Information on awards is also available electronically through the commodity procurement website at http://www.ams.usda.gov/cp after award.

## IV. PROVISIONS OF CONTRACT

The contract consists of this Announcement including Appendix-1; the applicable Invitation; the Commodity Specification; the contractor's offer; Standard Form 129; the acceptance by USDA; and USDA-1, except Articles 34, 49, 50, and all of Part E. Article 56 of USDA-1 is hereby amended by deleting the words "shipment from origin" from the third line of paragraph (a) and inserting in lieu thereof the word "delivery." Additionally, Articles 56, 65, and 67 of USDA-1 are hereby amended by deleting the words "ship," "shipping," "shipment(s)," and "shipped" and inserting as appropriate the words "delivery(ies)" or "delivered." If the provisions of contract documents are inconsistent, the following priority order will prevail: Invitation, Announcement, Specification, and USDA-1.

## V. CONTRACT COMPLIANCE

The contractor must assure compliance with all requirements of this Announcement and the Commodity Specification prior to submission of product to USDA for acceptance. Examination and certification by USDA is solely for the benefit of USDA and will not relieve the contractor of its obligation and responsibility to deliver a product which complies with all requirements of this Announcement and the Commodity Specification. USDA approval of any part of the production process, including but not limited to equipment, will not relieve the Contractor of the responsibility for performing in accordance with the contract. Actual damages not duplicative of liquidated damages may be assessed for performance not in accordance with the contract.

## VI. SHIPMENT AND DELIVERY

Shipment and delivery must be made in accordance with this Announcement; the Commodity Specification; the applicable Invitation; and Articles 56, 57, and 64 of USDA-1, as amended by this Announcement, and the Form KC-269 (Notice to Deliver) issued by the Kansas City Commodity Office (KCCO). Contractor must closely follow delivery notification instructions contained in the N/D. Such notification of delivery is vital, particularly in cases of minimal transit time.

When notified of shipments, consignees may request upgrading of delivery services or delivery to an alternate warehouse; for example, delivery within the consignee's premises or to a specific room within a building. Such delivery terms are beyond USDA contractual requirements. Any negotiations to upgrade services are between the contractor and consignee and any additional charges for special delivery terms are between consignee and Contractor. Any charges invoiced to USDA for additional delivery services will be denied.

When making deliveries to more than one destination from the same railcar, the quantities required at each stopoff must be placed in separate compartments under seal. Each railcar compartment must be stacked in a manner that will preclude containers shifting while in transit.

Transportation cost adjustments for diverting product to new destinations will be made in accordance with the following provisions:

A. Truck

If USDA orders delivery to a destination other than the original destination named in the contract, transportation cost adjustments will be made at the rate of $1.10 per mile per delivery unit based on the difference in miles between (1) the shipping point and new destination and (2) the shipping point and original destination.

Applicable mileage cannot exceed that published in the most recent "Household Goods Carrier's Mileage Guide" issued by the Household Goods Carrier's Bureau.

The following is an example illustrating the transportation cost adjustment for a change in destination:

| | Point | Points |
|---|---|---|
| 1 | Anytown, NC (shipping point) | |
| 2 | Hometown, NC (original destination) | 1 to 2 = 40 miles |
| 3 | Midtown, NC (new destination) | 1 to 3 = 120 miles |

For this delivery unit, USDA would increase payment to the Contractor $88 to compensate for 80 additional miles from the shipping point to the new destination at $1.10 per additional mile. In the event the mileage is less when a change in destination is ordered, the payment would be reduced pursuant to Article 64 of USDA-1.

B. Railcar or Piggyback

Transportation cost adjustments for diverting product to the new destination using railcar or piggyback will be made in accordance with Article 64 of USDA-1.

C. Early Delivery

The contractor may deliver early upon the approval of the KCCO. Approval may be obtained by telephoning (816) 926-6063. Approval is contingent on the recipient's concurrence to accept early delivery and upon a USDA Grader being available to perform necessary checkloading and final acceptance duties.

VII. LIABILITY FOR LOSSES DUE TO DETERIORATION, SPOILAGE, OR RECALL

A. Loss Due to Deterioration or Spoilage

The contractor is liable for losses due to deterioration or spoilage for which the contractor is responsible, which are discovered within 6 months of date of delivery to USDA in accordance with the provisions of Article 61 of USDA-1.

B. Loss Due to Product Recalled for Health or Safety Risk

In accordance with Article 60 of USDA-1, the contractor shall be held liable for failure of the commodity or product to meet all of the contract requirements. In the event the commodity or commodity product is recalled due to a health or safety risk, the contractor is responsible for removal and replacement of recalled commodities or products, and reimbursement of State and

local costs incurred as a result of the recall, as outlined in the Food and Nutrition Service's (FNS) Commodity Hold and Recall Process. These costs include, at a minimum, storage, transportation, processing, and distribution of the commodities or products.

## VIII. LIQUIDATED DAMAGES

### A. Compensation to the Contractor for Late Mailing of Notice to Deliver

Liquidated damages for failure to deliver the commodity during the delivery period due to late mailing of Notice to Deliver by the KCCO will be payable in accordance with Article 65 of USDA-1, as amended by Section IV., and will be at the rate of $0.0025 per pound net per calendar day.

### B. Compensation to USDA for Delay in Delivery

Liquidated damages for failure to deliver the commodity during the delivery period due to causes other than a late mailed Notice to Deliver will be payable in accordance with Article 67 of USDA-1, as amended by Section IV., at the rate of $0.0025 per pound net per calendar day. When deliveries are made by contract carrier or vendor's own vehicle, the date shown on the Bill of Lading or destination USDA Poultry Products Inspection Certificate will be considered as the date of delivery. However, liquidated damages for late delivery will not be assessed on commodity delivered by railcar or piggyback if the bill of lading was issued prior to the beginning of the delivery period. Timely delivery is important to fulfill the nutritional and dietary needs of persons for whom the commodity is intended. It is difficult to quantify the value of nutritional and dietary needs, but the parties involved agree that the above rate is a reasonable quantification of such value. In addition, liquidated damages include, but are not limited to, compensation for the impairment of USDA's credibility in administering programs which are dependent on timely delivery of commodities.

## IX. INVOICES AND PAYMENT

Invoicing and payment will be handled in accordance with Article 70, USDA-1, except that a properly prepared invoice package must include the following supporting documents:

A. USDA Form KC-269 (Notice to Deliver) or commercial invoice form;

B. Origin USDA Poultry Products Inspection Certificate issued at time of checkloading; and

C. A copy of the Bill of Lading or other commercial receipt signed by recipient agent evidencing delivery date and quantity of product delivered or destination USDA Poultry Products Inspection Certificate evidencing delivery of product.

The properly prepared invoice package must be mailed or delivered to the Kansas City Finance Office (KCFO) at the address shown in Section XI.C.

When applicable, the Contractor will note on their invoices, "Invoice subject to adjustment in transportation costs." (See Section VII.)

Interest will be paid in accordance with the provisions of the Prompt Payment Act (31 U.S.C. § 3902 *et seq.*) if payment is made beyond the seventh day after the date of delivery. For the

purpose of payment, the date of delivery of each shipment of product will be the date of receipt by KCFO of a properly prepared invoice package for the product.

USDA payments must be made directly to a financial banking institution. To receive payments electronically, Form SF-1199A, Direct Deposit Sign-up Form, can be obtained from KCCO, Commodity Financial Operations Division, ICB; Telephone (816) 926-2550, or access the form via the internet at: https://pcsd.usda.gov:3076/finance/.

X. INQUIRIES

A. Inquiries pertaining to USDA-1, this Announcement, Appendix-1, Commodity Specification, and applicable Invitations(s) should be directed to:

Contracting Officer
USDA/AMS/Poultry Programs
1400 Independence Avenue, SW
Commodity Procurement Branch STOP 0260
Washington, DC 20250
Telephone: (202) 720-7693

B. Inquiries concerning shipping instructions should be directed to:

Director, Kansas City FSA Commodity Office
U.S. Department of Agriculture
P.O. Box 419205
Kansas City, Missouri 64141-6205
Telephone: (816) 926-6063

C. Inquiries concerning payment should be directed to:

Director, Kansas City Finance Office
U.S. Department of Agriculture
ATTN: Fiscal Operations Division
Payment Certification Branch STOP 8578
Kansas City, Missouri 64141-6205
Telephone: (816) 926-6205

Rex A. Barnes
Deputy Administrator

Attachments

# EXHIBIT 1

**SOLICITATION MAILING LIST APPLICATION**

1. TYPE OF APPLICATION: ☑ INITIAL ☐ REVISION
2. DATE: 09/01/07
OMB No.: 9000-0002
Expires: 10/31/97

**NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instruction.**

Public reporting burden for this collection of information is estimated to average .58 hours 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 or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

3. SUBMIT TO
a. FEDERAL AGENCY'S NAME: USDA/AMS/Poultry Programs
b. STREET ADDRESS: 1400 Independence Ave., SW STOP 0260
c. CITY: Washington
d. STATE: DC
e. ZIP CODE: 20250

4. APPLICANT
a. NAME: Complete Section 4 and Section 6, if applicable
b. STREET ADDRESS:
c. COUNTY:
d. CITY:
e. STATE:
f. ZIP CODE:

5. TYPE OF ORGANIZATION (Check one)
☐ INDIVIDUAL
☐ NON-PROFIT ORGANIZATION
☐ PARTNERSHIP
☑ CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF:

6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than Item 4)
a. STREET ADDRESS:
b. COUNTY:
c. CITY:
d. STATE:
e. ZIP CODE:

7. NAMES OF OFFICERS, OWNERS, OR PARTNERS

| a. PRESIDENT | b. VICE PRESIDENT | c. SECRETARY |
|---|---|---|
| John Smith | John Doe | Jane Doe |
| d. TREASURER | e. OWNERS OR PARTNERS | |
| Bill Jones | John Doe and John Smith | |

8. AFFILIATES OF APPLICANT

| NAME | LOCATION | NATURE OF AFFILIATION |
|---|---|---|
| | Also include Federal Inspection Number(s) | |
| | | |
| | | |

9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)

| NAME | OFFICIAL CAPACITY | TELEPHONE NUMBER | |
|---|---|---|---|
| | | AREA CODE | NUMBER |
| John Doe | Vice President | 123 | 555-1234 |
| | | | |

10. IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE AN OFFER (See attached Federal Agency's supplemental listing and instruction, if any) List products and weekly capacity.

11a. SIZE OF BUSINESS (See definitions on reverse)
☑ SMALL BUSINESS (If checked, complete Items 11B and 11C)
☐ OTHER THAN SMALL BUSINESS

11b. AVERAGE NUMBER OF EMPLOYEES (Including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS: 300

11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS: $ 1,000,000

12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)
☑ DISADVANTAGED BUSINESS
☐ WOMAN-OWNED BUSINESS

13. TYPE OF BUSINESS (See definitions on reverse)
☑ MANUFACTURER OR PRODUCER
☐ CONSTRUCTION CONCERN
☐ SURPLUS DEALER
☐ SERVICE ESTABLISHMENT
☐ RESEARCH AND DEVELOPMENT

14. DUNS NO. (If available): 12-345678

15. HOW LONG IN PRESENT BUSINESS? 10 Years

16. FLOORSPACE (Square Feet/M²)

| a. MANUFACTURING | b. WAREHOUSE |
|---|---|
| 52,000 | 64,000 |

17. NET WORTH

| a. DATE | b. AMOUNT |
|---|---|
| Jan. 1, 2005 | $ 720,000 |

18. SECURITY CLEARANCE (If applicable, check highest clearance authorized)

| FOR | TOP SECRET | SECRET | CONFIDENTIAL | c. NAMES OF AGENCIES GRANTING SECURITY CLEARANCES | d. DATES GRANTED |
|---|---|---|---|---|---|
| a. KEY PERSONNEL | | | | | |
| b. PLANT ONLY | | | | | |

The information supplied herein (including all pages attached) is correct and neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any agency of the Federal Government from making offers for furnishing materials, supplies, or services to the Government or any agency thereof.

19a. NAME OF PERSON AUTHORIZED TO SIGN (Type or print): John Smith

19b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print): President

20. SIGNATURE: John Smith

21. DATE SIGNED: 09/01/07

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

**STANDARD FORM 129** (REV. 12-96)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

INSTRUCTIONS

Persons or concerns wishing to be added to a particular agency's bidder's mailing list for supplies or services shall file this properly completed Solicitation Mailing List Application, together with such other lists as may be attached to this application form, with each procurement office of the Federal agency with which they desire to do business. If a Federal agency has attached a Supplemental Commodity list with instructions, complete the application as instructed. Otherwise, identify in Item 10 the equipment, supplies, and/or services on which you desire to bid. (Provide Federal Supply Class or Standard Industrial Classification codes, if available.) The application shall be submitted and signed by the principal as distinguished from an agent, however constituted.

After placement on the bidder's mailing list of an agency, your failure to respond (submission of bid, or notice in writing, that you are unable to bid on that particular transaction but wish to remain on the active bidder's mailing list for that particular item) to solicitations will be understood by the agency to indicate lack of interest and concurrence in the removal of your name from the purchasing activity's solicitation mailing for items concerned.

SIZE OF BUSINESS DEFINITIONS
(See Item 11A.)

a. Small business concern - A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is competing for Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or the other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

b. Affiliates - Business concerns are affiliates of each other when either directly or indirectly (i) one concern controls or has the power to control the other, or (ii) a third party controls or has the power to control both. In determining whether concerns are independently owned and operated and whether or not affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationship. (See Items 8 and 11A.)

c. Number of employees - (Item 11B) In connection with the determination of small business status, "number of employees" means the average employment of any concern, including the employees of its domestic and foreign affiliates, based on the number of persons employed on a full-time, part-time, temporary or other basis during each of the pay periods of the preceding 12 months. If a concern has not been in existence for 12 months, "number of employees" means the average employment of such concern and its affiliates during the period that such concern has been in existence based on the number of persons employed during each of the pay periods of the period that such concern has been in business.

TYPE OF OWNERSHIP DEFINITIONS
(See Item 12.)

a. "Disadvantaged business concern" - means any business concern (1) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals.

b. "Women-owned business" - means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

TYPE OF BUSINESS DEFINITIONS
(See Item 13.)

a. "Manufacturer or producer" - means a person (or concern) owning, operating, or maintaining a store, warehouse, or other establishment that produces, on the premises, the materials, supplies, articles or equipment of the general character of those listed in Item 10, or in the Federal Agency's Supplemental Commodity List, if attached.

b. "Service establishment" - means a concern (or person) which owns, operates, or maintains any type of business which is principally engaged in the furnishing of nonpersonal services, such as (but not limited to) repairing, cleaning, redecorating, or rental of personal property, including the furnishing of necessary repair parts or other supplies as a part of the services performed.

- COMMERCE BUSINESS DAILY - The Commerce Business Daily, published by the Department of Commerce, contains information concerning proposed procurements, sales, and contract awards. For further information concerning this publication, contact your local Commerce Field Office.

**STANDARD FORM 129** (REV. 12-96) **BACK**

# EXHIBIT 2

Sample Format for Submitting Offers through DEBES

The following format, which contains all the necessary information for an electronic offer, will assist you insubmitting your offer at minimum cost and in a concise and orderly manner. When submitting offers, please include all required information as in the following example (see Section II.B.):

**Submitted at: 9/12/2007 - 11:29:59 am Central Time**

**POTOMAC POULTRY COMPANY**
**1776 MT. VERNON AVE**
**WASHINGTON DC 20250-0000**

**PY330/001, CHICKEN NUGGETS AND PATTIES**

**Plant 01-POTOMAC POULTRY COMPANY , 1776 MT. VERNON AVE., WASHINGTON, DC**
**Shipping Point 01-POTOMAC POULTRY COMPANY , 1776 MT. VERNON AVE., WASHINGTON, DC**

CHICKEN NUGGETS

| Line Item | Pack Size | Destination | Delivery Period | Est. LBS | Price/LBS | Trans Mode |
|---|---|---|---|---|---|---|
| **0001** | 30 LB. CTN | PORT NEWARK, NJ | 01/16/2008 – 01/31/2008 | 39000 | 1.6799 | Truck |
| **0002** | 30 LB. CTN | JACKSONVILE/FAS, FL | 01/16/2008 – 01/31/2008 | 78000 | 1.6775 | Truck |

High Bid Price: 1.6775 Line Item: 0002

Low Bid Price: 1.6799 Line Item: 0001

Sum of Bid Prices: 3.3574

**Constraints**

| Const # | Max Qty | Plant Location | Shipping Period | Product |
|---|---|---|---|---|
| 1 | 7 | Total for ALL Plants | Total for ALL Shipping Periods | CHICKEN NUGGETS |

**Certifications**

Projected CCR Status at Bid Open: Active Corporate DUNS#: 123456789-0000 CCR Expiration Date: 02/01/2008

Is the Corporate DUNS# Displayed Above Correct? (You Answered) YES

For this bid your company is designated as: LARGE BUSINESS

| Question | Answer |
|---|---|
| **01 )** Offer is made subject to Announcement PY-330; Appendix-1; the Commodity Specification for Chicken Nuggets and Chicken Patties dated September 2007; Invitation No. 001; and USDA-1. | |
| **02 )** Furnish the name, complete mailing address, and telephone number of office or person to receive shipping and delivery instructions. NOTE: FURNISH ADDRESS WITH FIRST BID; THEREAFTER, ENTER "SAME" IF INFORMATION HAS NOT CHANGED. ONLY ENTER UPDATED INFORMATION AS NECESSARY. | SAME |
| **03 )** Timely Performance Certification. All products required under any existing USDA contract(s) or subcontract(s) with a not-later-than delivery date prior to this bid opening have been delivered. (Refer to Announcement PY-330, Section II.B. question no. 3.) Choose one: | HAS |
| **04)** Offeror HAS submitted to the Contracting Officer Annual Certifications, Representations, and Warranties (Appendix-1). The Appendix-1 is current, accurate, and complete. Furnish the date of the Appendix-1. | 08/01/2007 |
| **05)** Offeror HAS registered with the Central Contractor Registration (CCR). Furnish the expiration date of registration. | 08/15/2008 |
| **06)** Offeror HAS registered with the Online Representations and Certifications Application. Furnish the expiration date of registration. | 08/15/2008 |
| **07)** Offeror certifies that the information previously submitted on the Solicitation Mailing List Application (SF-129) is accurate and is a part of this offer; and offeror makes the certification of responsibility required by Section I.D. of Announcement PY-330 and the certifications, representations, and warranties provided in Parts C and D of USDA-1. Choose one: | DOES |
| **08)** Offeror requests HUBZone small business price evaluation preference (YES) (NO). Applies only to firms certifiedin the Small Business Administration's Historically Underutilized Business Zone program (48 C.F.R. 19.13). | No |
| **09)** Furnish name, title, FAX number, and phone number of person submitting this bid. (Must be a person authorized to execute contracts on behalf of offeror.) NOTE: See Article 6 of USDA-1. | M. Washington, (202)635-3254, ph. (202)635-3255 |

## EXHIBIT 3

## DOMESTIC ORIGIN CERTIFICATION

This form must be completed for each contract awarded and be presented to a representative of the Grading Branch, Poultry Programs, AMS, USDA (Grader) at the processing facility, and the Contracting Officer or agent thereof upon request. Each processing plant producing product under this contract must have a copy of this form on file.

Announcement Number: _____

Contract Number: _____

Product: _____

Does your company process or handle products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands?
☐ YES ☐ NO If yes, a copy of your segregation plan must be on file.

Do any of your Subcontractor/Suppliers process or handle products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands?
☐ YES ☐ NO If yes, a copy of their segregation plan must be on file.

I certify under penalty of law that all products sold to the Department of Agriculture are of 100 percent domestic origin and that all above statements are true.

Signature: _____

Title: _____

Company: _____

Date: _____

# EXHIBIT 4

## Browser Requirements

Netscape 4.07 or above
OR
Internet Explorer (IE) 5.0 or above

The browser must be capable of handling 128-bit encryption. To determine this:

In IE, go to **Help/About Internet** Explorer. The display will show the following:

**Cipher Strength: 128-bit**

If it does not, you can download a new version of the browser from Microsoft at **http://www.microsoft.com**.

In Netscape, this can be determined by going to Help/About Communicator.

The display will show the following:

**This version supports U.S. security with**
**RSA Public Key Cryptography, MD2, MD5**
**RC2-CBC, RC4, DES-CBC,**
**DES-EDE3-CBC.**

If it does not, you can download a new version of the browser from Netscape at **http://home.netscape.com/download/index.html?cp=djucc4**. Choose the 128-bit Strong Encryption* version for your download.

The Production site is **https://pcsd.usda.gov:3077/mdbc1000.exe?**

## Proxy Servers

Most connection problems are the result of improper browser version, not using 128-bit encryption, and connecting through your corporate proxy server. The proxy server must be set up to allow HTTPS protocol through the appropriate port: Production will be 3077.