



United States
Department of
Agriculture

Agricultural
Marketing
Service

STOP 0253 - Room 2610-S
1400 Independence Avenue, SW.
Washington, DC 20250-0253

AMENDMENT 1 TO ANNOUNCEMENT LS-10

July 2004

**PURCHASE OF FROZEN BEEF PRODUCTS FOR
DISTRIBUTION TO CHILD NUTRITION AND
OTHER FEDERAL FOOD AND NUTRITION PROGRAMS**

This amendment is being issued to remove all references to the Audit, Review, and Compliance Branch 1010 USDA Supplier Eligibility Program from the Announcement.

Replace Section I.D.6. Responsibility of Subcontractors/Suppliers with:

“Contractors shall include, and subcontractors must meet, the responsibility terms in the above paragraph D.3. of this section in every subcontract for supplies or services used by the contractor in fulfilling USDA contracts, either directly or indirectly, and obtain certification of responsibility, as described in Appendix-1 to this Announcement from any subcontractors and suppliers.

Contractors shall include, and subcontractors must comply with, the domestic products clause in paragraph I.F. of this section for all subcontracts for meat or meat products used in fulfilling any contracts under this Announcement. All shipping containers for raw material must be labeled as “Domestic Only Product” on the principle display panel.

Subcontractors or suppliers of beef: (1) are ineligible to supply product if they are currently delivering late on USDA contracts, or USDA-approved subcontracts and late delivery is not due to causes beyond their control; and (2) shall be deemed nonresponsible if they are not operating under the provisions of the Federal Meat Inspection Act or have been suspended or debarred under the provisions of 48 C.F.R. Subpart 9.4.

Meat products furnished by a subcontractor or supplier must also comply with the material, microbiological, and other specification requirements as set forth in the applicable product specification.”

Section I.F. Domestic Products, delete the second paragraph in its entirety and replace the third paragraph with:

“The contractor agrees to include this domestic origin certification clause in its entirety in all subcontracts for meat or meat products used in fulfilling any contracts awarded under this Announcement and obtain certification from each meat or meat products subcontractor that (1) the subcontractor will deliver only meat or meat products originating from U.S.-produced livestock as defined herein and (2) all raw materials will be shipped in containers labeled as “Domestic Only Product” on the principle display panel.”

AMENDMENT 1 TO ANNOUNCEMENT LS-10,

2

Section II. E.4. Certifications, Item 2, is amended to include Amendment 1. Item 2 of the bid should be as shown below:

“7. By submitting this bid, Offeror certifies it HAS read and DOES agree to the terms of LS-10 and Amendment 1 dated July 2004, Inv. ___; Exhibit A dated July 2004 to LS-10; USDA-1, Rev. 2, and Amds. 1, 2, 3, and 4.

HAS

DOES”

Replace Exhibit A, dated May 2004 with the attached Exhibit A, dated July 2004.

This amendment will be effective with offers submitted on and after July 23, 2004.

/s/ William Sessions (7/23/04)

William T. Sessions

Acting Deputy Administrator

Livestock and Seed Program

Attachment



**CHECKLIST AND REFERENCES TO APPLICABLE BID AND CONTRACT PROVISIONS
ANNOUNCEMENT LS-10, FOR FROZEN BEEF PRODUCTS**

PRODUCT DESCRIPTIONS (SECTION 1. A. (GENERAL))					BID/CONTRACT PROVISIONS				
Product/ Commodity Box Code	Specifications Listed in Priority Order	Commodity Purchase Code	Packaging and Packing	Minimum Offer Unit Size/Shippin g Unit	Tolerance Section VIII. B.	Shipping/Delivery Period Section I.I.C.; IV and VIII	Federal/State Plants Section I.D.3.	Competition (See Invitation)	Payment Section X
Ground Beef A-608	Technical Requirements Schedule - GB- 2004, Ground Beef Items, Frozen, May 2004, and Amendment 1 dated July 2004	25-13-40	10 pound packages packed 40 lbs. Net weight (18.1 kg) per shipping container	40,000 lbs. 1000 cases	NONE	First Half/Last Half of month shipping period	Federal & State	Full & Open	Upon Shipment X.B.
Ground Beef A-609		25-13-41	Packed in 1-pound packages to a net weight of 40 lbs. (18.1 kg) per shipping container	40,000 lbs. 1000 cases	NONE	12-day delivery period	Federal Plants Only	Full & Open	Upon Delivery X.A.
Coarse Ground Beef A-594		25-10-61	Packed into a shipping container (without bags or liners) to a net weight of 60 lbs. (27.2 kg) Containers must be wax impregnated or interior panels wax lined or plastic film laminated.	42,000 lbs. 700 cases	NONE	First Half/Last Half of month shipping period	Federal Plants Only	Small business set aside	Upon Shipment X.B.
Ground Beef- Irradiated A-579		25-24-20	10 pound packages packed 20 lbs net weight per shipping container	40,000 lbs 2000 cases	NONE	First Half/Last Half of month shipping period	Federal & State	Full & Open	Upon Shipment X.B.
Ground Beef Patties (100%) A-626		25-15-40	3 ounce (85.0 g) portions, 40 lbs. Net weight (18.1 kg) per shipping container, IQF required	38,000 lbs. 950 cases	NONE	First Half/Last Half of month shipping period	Federal & State	Small business set aside	Upon Shipment X.B.
Ground Beef Patties with Vegetable Protein Product A-616		25-14-40	3 ounce (85.0 g) portions, 40 lbs. net weight (18.1 kg) per shipping container, IQF required	38,000 lbs. 950 cases	NONE	First Half/Last Half of month shipping period	Federal & State	Small business set aside	Upon Shipment X.B.
Lean Beef Patties A-627		25-17-40	3.0 ounce (85.0 g) portions, 40 lbs. Net weight (18.1 kg) per shipping container, IQF required	38,000 lbs. 950 cases	NONE	First Half/Last Half of month shipping period	Federal & State	Small business set aside	Upon Shipment X.B.
Ground Beef Patties (100%) Irradiated A-578		25-23-20	3 ounce (85.0 g) protions, 1-20lbs or 2-10 lb sealed packages pacted to 20 lbs. Net weight (9.05 kg) per shipping container, IQF required	38,000 lbs. 1900 cases	NONE	First Half/Last Half of month shipping period	Federal & State	Full & Open	Upon Shipment X.B.