



ANNOUNCEMENT LS-5

November 2003

**PURCHASE OF CANNED MEATS
FOR DISTRIBUTION TO ELIGIBLE OUTLETS**

I. GENERAL

- A. The United States Department of Agriculture (USDA) will periodically issue Invitations under this Announcement for offers to sell to USDA canned meat items as described in the attached References to Applicable Bid and Contract Provisions (see Exhibit A). In addition to product description, this exhibit also provides information on the applicable Technical Data Supplement (TDS) or Item Description and Checklist of Requirements (IDCR) for each canned meat item.

Canned meat products will be purchased on a competitive bid basis from suppliers who have met the requirements described in Section I.D.4. Interested suppliers may submit samples and technical proposals at any time during this purchase program. Suppliers should allow 10 working days from receipt of technical proposals by USDA for notification of results of the evaluation of the canned meat products, quality control program, and process description. Following notification of acceptance of canned meat products and documentation, a supplier should promptly request a pre-award supplier assessment audit as outlined in Section I.D.4. A supplier is deemed eligible to bid after notification by the Contracting Officer.

Submission of samples and technical proposals is not binding on USDA. Actual purchases will be on a competitive bid basis as described in this Announcement and separately issued Invitations. The Invitations will specify the product type, offer date, closing time for receipt of bids, shipping period, destinations with any transportation restrictions, and any other provisions applicable to the proposed procurement, which are in addition to or different from those set forth herein (see Exhibit B for an example of an Invitation). Bids solicited under this Announcement and applicable Invitations are for delivery of products to USDA on a f.o.b. destination or f.a.s. vessel basis only.

Additional bid and contract provisions are included in the Annual Certifications, Representations, and Warranties (Appendix-1) and the General Terms and Conditions for the Procurement of Agricultural Commodities or Services, Revision 2, dated November 1984, and Amendments 1, 2, 3, and 4 dated October 1990, November 1990, August 1989, and March 1990, respectively, hereinafter referred to as USDA-1.

- B. Offerors are cautioned to carefully read this Announcement, Appendix-1, USDA-1, Invitations, applicable TDS or IDCR and applicable Instructions of the Agricultural Marketing Services' (AMS), Audit, Review, and Compliance (ARC) and Meat Grading and Certification (MGC) Branches. Failure to do so will be at the Offeror's risk. These documents are incorporated into the contract (see Section IV of this Announcement).

Offerors are cautioned that statements made by persons other than the Contracting Officer are not binding on the Government unless confirmed in writing by the Contracting Officer.

C. Offer Prices and Evidence of Shipment

Offer prices must be quoted and delivery of product must be on the basis of f.o.b. railcars or trucks at destination or f.a.s. vessel as specified in the applicable Invitation. Certain destinations require delivery by TRUCK ONLY or RAIL ONLY and will be so identified in the Invitation. **All products whether shipped by truck, rail, or piggyback must be palletized and stretchwrapped in accordance with instructions contained in the applicable TDS or IDCR and the contractor's approved technical proposal, unless the Invitation and subsequent contract specifies "NO PALLETS." Contractors may arrange for pallet exchange with consignee; however, USDA is in no way responsible for such arrangements.** Offers submitted on a basis other than f.o.b. destination or f.a.s. vessel will be rejected as nonresponsive.

When notified of shipments, consignees may request upgrading of delivery services, 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 contractor and consignee and any additional charges for special delivery terms are between the consignee and the 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.

Contracts will be awarded on an f.o.b. destination or f.a.s. vessel basis with quality assurance determined by USDA through a pre-award assessment and post-award audits described in section I.D.4. If product is checkloaded by an AMS agent as described in Option 1 of Section VII., and if transportation is provided by other than common carrier, the contractor may submit an invoice for payment prior to actual delivery, provided product is shipped 5 calendar days in advance of the Not-Later-Than (NLT) shipping date on the contract. Contractor must furnish with the invoice a copy of the AMS acceptance certificate and the signed commercial bill of lading indicating the carrier's receipt of the product covered by the invoice for transportation to the destination specified in the contract. If transportation is provided by other than common carrier, the contractor must attach to the contractor's invoice a receipted copy of the appropriate delivery document evidencing date of delivery and quantity received at the destination specified in the contract.

D. Responsibility of Offeror

1. Annual Certifications, Representations, and Warranties

An offeror intending to submit bids must complete the Annual Certifications, Representations, and Warranties in Appendix-1 and return it to the Contracting Officer at the mailing address listed in Section II. A. of this Announcement prior to the submission of its initial bid. The Appendix must be signed by an Officer of the company. If there are any

changes or revisions to the annual Appendix-1, offeror must submit an updated Appendix to the Contracting Officer or submit corrections or revisions prior to bid submission.

2. Standard Form 129--Solicitation Mailing List Application

An Offeror intending to submit bids must also complete a Solicitation Mailing List Application (SF-129) and return it to the Contracting Officer at the mailing address listed in Section II. A. of this Announcement prior to the submission of its initial bid.

All items (except Item 18) of the SF-129 must be completed (see Exhibit C). Offeror must also include the following information for Items 4, 8, 10, 14, 16B, 19, and 20:

Items 4 and 8: Employer's identification number and Food Safety and Inspection Service (FSIS) establishment number or State inspection number.

Item 8: Identify all affiliates of offeror (applicant as shown in 4) by providing full name, main office address, and employer's identification number of the affiliates. An "affiliate" is defined on the back of the form.

Item 10: The product purchased by USDA the offeror is interested in supplying, weekly volume of production, capacity, and percent of capacity available for USDA contracts. Attach separate list if additional space is needed.

Item 14: Company's Tax Payer Identification 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.

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

3. Responsibility

A firm submitting an offer under this Announcement must be in compliance with the Federal standards for responsibility contained in Title 48 C.F.R. Subpart 9.1, USDA-1, this Announcement, and Invitations. A determination of the responsibility contained in Title 48.C.F.R. Subpart 9.1 must be made prior a firm submitting a technical proposal and sample evaluation. Facilities used in fulfilling USDA contracts must be operating under the provisions of the Federal Meat Inspection Act (FMIA), 21 U.S.C. 601 et seq., and the regulations issued thereunder or State meat inspection program operating under the State-Federal Cooperative Agreement, Section 301 of FMIA.

Contractor must be registered under the Central Contractor Registry (CCR) System as prescribed in Title 48 C.F.R., Subpart 4.1104 and will certify on each bid that they have registered.

Offeror must ensure that all products offered for USDA purchases are in compliance with applicable contract and specification requirements. Offeror shall authorize the Contracting

Officer's Technical Representative (COTR) unrestricted access to all records that pertain to USDA contracts.

If a contract is awarded to a contractor which intends to produce the product in a State-inspected meat packing plant operating under Section 301 of the FMIA, the following will apply:

The product produced under this Announcement is for use in USDA programs in the State where the meat packing plant is located. If an intended recipient of the product cannot receive the product and the USDA cannot divert the product to another recipient within the State it was produced, the USDA will reject, at no cost to the USDA, any undelivered product produced by such State-inspected meat packing plants. Such rejection may occur at any time up to final acceptance by consignee. In the event of such rejection, the contractor must remove USDA markings from the rejected product.

Additionally, for State-inspected plants, nutrition labeling must be in accordance with State regulations and be equal to USDA, FSIS regulations at 9 CFR Parts 317 and 320. Each Invitation issued under this Announcement will identify bid restrictions, in whole or in part, on State-inspected plants.

4. Documentation and Assessment Requirements

To become an eligible supplier, the following must be submitted to the Contracting Officer at Agricultural Marketing Service, U.S. Department of Agriculture, Stop 0253, Room 2610-South Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-0253, for evaluation and approval prior to bidding:

a. Technical Proposal Requirement:

- 1) Include a detailed description of each item planned to be offered and each of the production steps taken to meet or exceed the minimum product requirements set forth in the applicable TDS or IDCR. (Plan/Do)
- 2) Describe all the quality assurance methods used to verify conformance to all requirements. This will include the monitoring and measurements taken during the process to verify conformance with each requirement. All measurement results shall be recorded and made available to AMS. (Check)
- 3) Identify all corrective actions to be taken if deviations from contractual and specification requirements occur during production, and all preventative actions to be taken to preclude a reoccurrence. (Act)
- 4) The technical proposal shall follow the format as describe in Section II. E., Technical Proposal format. Offeror's proposal should be brief and concise.
- 5) The proposal shall be preceded by the following, as required by the template:
 - a) Table of contents listing the major areas as they appear in the technical proposal template; and
 - b) List of attachments, forms provided with the proposal, if appropriate.
- 6) The technical proposal should be written in the following format:
 - a) Plan and Do - A description of the planning and production steps taken to meet each requirement.
 - b) Check - Describes all the quality assurance methods that will be used to verify conformances to each requirement. This will include the monitoring and

measurement taken during the process (all measurements results shall be recorded and made available to AMS).

- c) Act - Identifies all corrective actions to be taken if deviations from contractual and specification occur during production and all preventative actions taken to preclude reoccurrences.

b. Product Sample:

- 1) For each item offered, six (6) cans of product--the sample cans must be labeled to include the ingredient statement and Nutrition Facts Panel that conforms to the applicable TDS or IDCR (Attachment I, II, III, or IV).

Note: A supplier must submit canned samples that coincide with the product that is produced under the technical proposal.

The COTR will review each technical proposal to determine if the proposal and samples are adequate. The Contracting Officer will notify the supplier of the status of their sample(s) and technical proposal.

Once a supplier is notified by the Contracting Officer that samples and technical proposal meet the applicable criteria, they should contact the ARC Branch on (202) 720-9759 to set up a supplier pre-award onsite capability assessment.

d. Assessment by the ARC Branch

After the sample(s) and the technical proposal(s) are evaluated and approved, an ARC Branch auditor will perform an onsite assessment of the facilities, processes, and quality control program used to produce the product(s) to determine the supplier's ability to meet contractual requirements. The following assessments will apply:

1) Pre-Award Onsite Capability Assessment

The pre-award onsite assessment (audit) will include, but not limited to, a thorough evaluation of the potential contractors' and subcontractors' facilities, processes, quality control program, equipment, procedures, and the appropriate documents and forms used during the production of the canned meat items. Documentation must support the production of a canned meat item that complies with the applicable TDS or IDCR and the potential contractor's approved technical proposal. In addition, the audit will consist of the review of records related to purchasing, receiving, production, quality control, inventory and shipping records, and interviews with management and production personnel.

Upon completion of the onsite capability assessment, the auditor will provide a report to the Contracting Officer for final review. After the sample(s) have met the evaluation criteria and the supplier has satisfactorily completed the pre-award onsite capability assessment, the supplier will receive written notification from the Contracting Officer of their eligibility to bid.

If the report states that the process is inadequate, the applicant will be notified by the Contracting Officer that they are ineligible to bid. The applicant will have an opportunity to correct identified deficiencies, modify their process and/or technical proposal, and resubmit for further consideration. Eligibility will depend on

whether modifications demonstrate that the process is capable of delivering canned meat items in compliance with the applicable TDS or IDCR, the applicable assessment by USDA, and other applicable contractual requirements.

2) Post-Award Assessment

Eligible suppliers who receive contracts must have their technical proposals and supporting documentation readily available for review by 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.

The ARC Branch will conduct an onsite audit of the contractor's and subcontractor's facilities and processes when production commences on the first contract awarded. Additional audits may be conducted as determined by the Contracting Officer, but not less than once per month for contractors with continuous contracts, or once per contract for intermittent contractors. At the discretion of the Contracting Officer, more frequent audits may be conducted when audit deficiencies are detected.

3) Post-Award Actions

Any deviation from contractual requirements will be immediately reported to the Contracting Officer. The Contracting Officer will notify the contractor regarding eligibility to continue to participate as a contractor.

Contractor will assure that the delivered product complies with the provisions of the applicable TDS or IDCR, the applicable assessment by USDA, and the contractor's technical proposal approved by the Contracting Officer.

5. Responsibility of Subcontractors/Suppliers

Contractor shall include, and subcontractor must meet, the responsibility terms in paragraph D.3. (Responsibility) above 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 Announcement LS-5 from subcontractors and suppliers.

Contractors shall include, and subcontractors must comply with, the domestic products clause in I.F. in all subcontracts for meat, meat products, or other ingredients used in fulfilling any contracts awarded under this Announcement. Subcontractors or suppliers of beef or pork to be used in fulfilling contracts must be approved by the ARC Branch for compliance with the domestic origin and slaughter requirements prior to their performance on the contract.

Subcontractors or suppliers of canned meat items are (1) ineligible if they do not have a domestic product and slaughter programs approved by the ARC Branch; or if they are delivering late on USDA contracts or USDA approved subcontracts and late delivery is not due to causes beyond their control; and (2) nonresponsible if they are not operating under the provisions of the FMIA or have been suspended or debarred under the provisions of 48

C.F.R. Subpart 9.4, or if they have been suspended or debarred as an affiliate of any party who has been suspended or debarred under the provisions of 48 C.F.R. Subpart 9.4.

6. Past Performance

The offeror must certify to timely performance on current contracts and subcontracts in **Item 4** of the Certification Section under the Domestic Electronic Bid Entry System (DEBES) offer (Exhibit D). 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 will be deemed nonresponsible if the offeror or any of its affiliates or subcontractors are delivering late on other contracts or subcontracts with USDA and the late delivery is not due to causes beyond the contractor's or the contractor's subcontractor's control. This provision, as it pertains to small business, is a deviation from 48 C.F.R. Subpart 19.6.

A false certification may result in rejection of the offer, suspension, and debarment by USDA, termination of the contract, liability for damages under the provisions of USDA-1, or criminal prosecution.

Offerors are cautioned NOT TO BID on product quantities exceeding a level that the offeror can reasonably expect to deliver in accordance with the contract schedule. On-time delivery is imperative because this product is used in school lunch and other USDA Federal food and nutrition programs. Late deliveries can cause serious and substantial damages to USDA and to recipient agencies, some of which cannot be compensated for by liquidated damages.

Contractor shipping late on contract(s) must immediately notify the Contracting Officer of late shipments. If the contractor intends to request an extension due to causes beyond the control or negligence of the contractor, such notice must be made to the Contracting Officer 3 business days in advance of a bid opening in which the contractor wants to bid. Notification and request for extension must include (1) documentary evidence of causes beyond contractor's control for each day requested, (2) a production report of completed and/or expected production including pounds and dates, and (3) actual delivery dates by Notice-to-Deliver (N/D) numbers (see Article 68 of USDA-1).

E. Buy American Certification

End products furnished must be of domestic origin as defined in I.F. below. This provision is a deviation from 48 C.F.R. part 25 and for the purposes of this Announcement supersedes Article 49 of USDA-1. Other minor ingredients, e.g., seasonings, must comply with Article 49 of USDA-1.

F. Domestic Products

All meat or meat products used in fulfilling contracts awarded under Announcement LS-5 must be produced in the United States. United States produced (hereafter referred to as U.S.-produced) beef or pork means manufactured from livestock raised in the United States, its territories, possessions, Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred to as the United States). U.S.-produced does not include imported cattle or hogs imported for direct slaughter. If any pork or beef products originate from sources other than the United States are processed or handled, the contractor will develop and maintain an identification and record

system for these products to ensure they are segregated and not used to fulfill contracts awarded under this Announcement. Such segregation plan must be approved by the ARC Branch and made available to the ARC Branch agent. The contractor will maintain records including, but not limited to, invoices, production and inventory records evidencing product origin, and to make such records available for review by the Government in accordance with Article 76 of USDA-1.

Prior to performance on USDA contracts or subcontracts, contractors and meat subcontractors must obtain approval of its domestic origin program and slaughter requirements from the ARC Branch (see ARC Branch Instruction 1010 USDA Supplier Eligible Program) for requesting reviews.

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 has been approved by the ARC Branch for compliance with domestic origin and slaughter requirements; (2) the subcontractor will deliver only meat or meat products originating from U.S.-produced livestock as defined herein; and (3) meat produced under their approved domestic and slaughter plan will be shipped in containers labeled as "Domestic Only Product" on the principle display panel.

G. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

1. If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (P.L. 104-106), the Government may:
 - a. Cancel the solicitation, if the contract has not yet been awarded or issued; or
 - b. Rescind the contract with respect to which:
 - 1) Contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either (a) exchanging the information covered by such subsections for anything of value; or (b) obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - 2) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
2. If the Government rescinds the contract under paragraph 1 of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
3. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

H. Service of Protest

1. Protests, as defined in 48 C.F.R. part 33.101, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer designated in Section II. A.
2. The copy of any protest shall be received by the Contracting Officer at the mailing address listed in Section II. A. within 1 day of filing a protest with the GAO.

II. SUBMISSION OF OFFERS

A. Where and How to Submit Offers

1. Electronic Submission of Offers

All Offers must be submitted electronically by accessing the DEBES. Browser Requirements for DEBES for electronic bidding are described in Attachment V. An offeror must request and receive a DEBES Logon ID in order to access the website (see Attachment VI for the form to request a logon ID). Only suppliers deemed responsible by the Contracting Officer will receive a DEBES Logon ID.

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 202-720-2650 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:

- a. Any failure of the offeror’s computer hardware or software,
- b. Availability of your Internet service provider,
- c. Delay in transmission due to the speed of your modem, or
- d. Delay in transmission due to excessive volume of Internet traffic.

If an offeror’s Internet Service Provider (ISP) is not available, an offeror may submit a bid via facsimile (FAX). If an offeror plans to submit a bid via FAX, offeror **MUST** contact the Contracting Officer for approval prior to faxing offers.

NOTE: Exhibits D and E provide an example of how offers may be submitted by fax:

- e. Facilities for receiving offers by FAX are as follows:

FAX: (202) 720-0949 (24 Hours)

- f. Verification: **USDA-AMS-LS-CP-Branch**

(202) 720-2650 (6:30 a.m. - 4:00 p.m., Central Time, Monday - Friday)

Faxed offers, modifications, or withdrawals of offers must be addressed as follows:

Contracting Officer
Livestock and Seed Program
Agricultural Marketing Service
U.S. Department of Agriculture
Stop 0253 Room 2610-South Building
1400 Independence Avenue, SW
Washington, D.C. 20250-0253

B. Where and When to Submit Offers

Offers, modifications, or withdrawals of offers must be submitted to the Contracting Officer, Livestock and Seed Program, Agricultural Marketing Service (AMS), U.S. Department of Agriculture, Washington, D.C. 20250.

Offers, modifications, or withdrawals of offers under this Announcement must be received in the DEBES Lockbox or, if authorized by the Contracting Officer, faxed to the AMS, LS, CP Branch not later than 1:30 p.m., Central Time, on the date specified in the Invitation. Canned meat items will be purchased on a quarterly basis. Invitations will be issued by FAX and be available electronically through the USDA, AMS Commodity Procurement Home Page and posted on the DEBES Internet site. If the planned bid date falls on a nonworkday for USDA employees in the District of Columbia, offers, modifications, or withdrawals are to be received by 1:30 p.m., Central Time on the next succeeding business day. Whether an offer, modification, or withdrawal is received within the time limitation will be determined by the last submission time recorded in DEBES or electronically captured at the AMS, LS, CP Branch in the event a bid is faxed.

C. Shipping Periods

Planned shipping periods by invitation are identified in Exhibit F. USDA may change this schedule or cease purchases depending on market conditions or funding considerations. Contracts will be awarded on a shipping period basis. The shipping period will be a specific period identified with each Invitation issued under this Announcement. Bidders are cautioned to refer to the applicable invitation prior to bidding.

Shipping periods will be on the first half and second half of the month (e.g., December 1-15 and December 16-31).

D. Purchase Units

The purchase unit size for the various canned meat items purchased is shown in Exhibit A. The quantity offered on bids must be in purchase unit increments. An offeror may bid the entire quantity on the Invitation or a greater amount, but not less than one purchase unit, i.e. 36,018 pounds. Only one offer price may be quoted to any delivery point listed from each shipping point, including combined destinations bracketed as one line item. Offerors may rearrange the destination sequence on these combined delivery units.

E. What to Submit

Electronic Bid:

An offer must include each of the following items:

Section 1--General

1. Name, phone number, and complete address and zip code of Offeror (include both street and mailing address if different).
2. Identify submission as a bid.
STATE: Bid--ANNOUNCEMENT LS-5, Invitation No. _.
3. Name and street address including zip code of (a) final processing point and (b) shipping point.

Section 2--Offer Form

1. Item number listed on applicable Invitation, destination, and price per pound delivered to specific destination, segregated by product type if more than one is requested.

NOTES: For bids other than electronic, offerors may, at their own risk, exclude name of destination. Errors in item number(s) will not be apparent to Contracting Officer.

Quote only one delivered price per pound for each destination or multiple destinations listed as one item number. If more than one price per item is quoted, the line item will be ruled nonresponsive.

The offeror must not indicate the number of purchase units by destination. Estimated number of purchase units by destination will be listed on the Invitation. USDA may adjust the quantities listed on the Invitation based on offerings, market conditions, and/or program requirements.

Transportation restrictions will be shown on the Invitations.

The offeror may submit offers for as many destinations as desired. The maximum quantity to be awarded is determined by the constraints quoted in Section 3, Constraints, of the bid.

Offer prices may be quoted up to four places to the right of the decimal point. **If other than four places, any digit past the fourth will automatically be dropped.**

Section 3--Constraints

1. State maximum quantity overall for each commodity type (if applicable) to be awarded and/or maximum quantity overall for both in number of purchase units and equivalent net pounds for shipment to required destinations between (date) and (date) .

NOTES: If offering for more than one processing point, be sure to indicate the number of units offered for each commodity type and/or maximum quantity overall for each processing point.

Maximum quantity offered may be greater than demand shown on the Invitation.

Total maximum quantity overall for specific product types or Invitation is optional. If total overall is not quoted, AMS may award up to the maximum for each type.

State the applicable shipping period(s) associated with the Invitation.

Section 4--Certifications

1. For this bid, your company is designated as: (choose one)

- Large Business
- Large Minority Business
- Large Woman-Owned Business
- Large Woman-Owned Minority Business
- Small Business
- Small Minority Business
- Small Disadvantaged "Not 8A"
- Small Woman-Owned Minority
- Small Woman-Owned "Not 8A"
- "8a" Small Woman-Owned
- "8a" Small Disadvantaged

NOTE: For bids submitted electronically, if default designation is incorrect, please choose correct designation and notify Contracting Officer.

1. By submitting this bid, Offeror certifies it HAS read and DOES agree to the terms of LS-5; Appendix-1; Inv. ____; Exhibit A dated November 2003, applicable TDS or IDCR, Contractor's technical proposal approved by the Contracting Officer; AMS audit team's initial report; USDA-1, Rev. 2, and Amds. 1, 2, 3, and 4.

- HAS
- DOES

3. (a) Annual Representations, Certifications, and Warranties (Appendix-1) submitted to the Contracting Officer are current, accurate, and complete. Submitted to Contracting Officer (mm/dd/yyyy): _____

(b) If Appendix HAS been amended, enter date amended: _____ or N/A.

4. Offeror certifies that the SF-129 on file with the Contracting Officer is accurate and part of this offer.

- Does
- Does Not

5. All product required under any existing USDA contract(s) or subcontract(s) with a Not Later Than Date prior to this bid opening HAS been delivered?
 - Has
 - Has Not
 - Has Not, But Has Notified C/O
 - No Existing Contracts

6. By submitting this bid, offeror certifies that all product DOES conform with the applicable Technical Data Supplement or Item Description and Checklist of Requirements and no changes to the production process or technical proposal have occurred without proper approval by the Contracting Officer.
 - Does

7. By submitting this bid, offeror certifies that the offeror HAS registered under the CCR system as prescribed in Title 48 C.F.R. Subpart 4.1104.
 - Has

8. Show name, title, fax number, and phone number of person submitting this bid (must be an authorized company representative).

Technical Proposal:

The following procedures establish the acceptable minimum requirements for the format and content of the proposals:

1. The Government has provided a technical proposal format which is to be used in preparing the technical proposal. (See **Exhibit G**) The offeror shall submit technical proposals in both hard copies and an electronic format either on disk (3.5" diskette or CD) or e-mail. The technical proposal shall be saved in the portable document format (PDF). This format and electronic form provided will aid in the evaluation of the technical proposal.

2. Offers must submit diskettes or CDs in sealed disk mailers that have been signed by the same individual signing the original paper copy of the technical proposal. Offers submitting the electronic PDF format by e-mail must be sent by the same individual signing the original paper copy of the technical proposal. By signing both the technical proposal and disk mailer, this individual will be attesting to the data in both formats being identical. The seals on this information will be broken by the Contracting Officer only. The technical proposal must be submitted by an authorized agent of the company, as evidenced by the SF-129 on file with the Contracting Officer.

3. The offeror will submit the appropriate number of copies as stated in the table below:

Description	Number of Hard Copies	Number of Diskettes/CD's
Technical Proposal 1. 8 ½" x 11" White Paper; 2. One sided-Single spaced (12 point font); 3. Proposal to be provided in protected document holder; and 4. Proposal submitted with all capital letters will be returned to Offeror without further review.	3 (Original + 2 copies)	1

4. While it is not the desire of the Government to penalize an offeror for noncompliance with formatting instructions, technical evaluators may have difficulty grading the technical proposal to the fullest extent possible. Technical evaluators will not be required to search other subsections or sections of the offeror's technical proposal for information requested for evaluation.

Note: All hard copies and diskettes/CDs shall be mailed to the Contracting Officer at the address stated in Section II. A.

Technical Proposal Revisions

Changes to an offeror's technical proposal may be submitted based on the Government's Amendments, Clarification Request, pre-award and post-award assessments, and at the request of the offeror. Maintenance of the integrity and clarity of each technical proposal is critical. All technical proposal revisions must meet the following criteria:

- 1) Any changes to a technical proposal made by the offeror after its initial submittal shall be accomplished by submitted replacement pages or an entire technical proposal package. The offeror shall include the revision date and the appropriate page number(s).
- 2) Must be submitted in the same number of copies as the initial technical proposal and must have the same information provided on revised diskettes/CDs. The revised diskettes/CDs should contain only the pages that are being changed. Additional pages should be numbered using a page number suffix (e.g. 1.1, 1.2, 1.a., 1.b).
- 3) Submit changes to the technical proposals as a complete page change for each page on which a change occurs. Changes from the original page shall be on blue colored paper and the changes in text shall be **highlighted** or **bolded** and deletions in ~~strikeout~~.

III. ACCEPTANCE OF OFFERS

The USDA will award contracts to offerors deemed eligible and responsible and whose bids conform to the Announcement and the applicable Invitation and whose bids are most advantageous to the Government in terms of, but not limited to, price, quantity needs at the specified destinations, and cost. The USDA requires a minimum acceptance period of 7 calendar days. Acceptance of offers will be made by FAX filed at Washington, D.C., not later than midnight, local time, the seventh day following the day for receipt of offers. The official time of award is the date and time stamped on the contract faxed from the AMS, LS, CP Branch. Transmission of the contract is the official notice that the contract has been awarded. A notice of award will also be issued in the form of a Food Purchase Report (FPR) posted at the Department's Office of Information, News Division, after **1:00 p.m.**,

Central Time on the day of acceptance. Information on awards will be available by telephone to bidders and interested parties promptly following the posting of the FPR or electronically through the **USDA, AMS Commodity Procurement Home Page** (see Notice attached). Inquiries may be made to a USDA-AMS Market News office or the Contracting Officer.

Failure to accept an offer will constitute rejection. Filing of the acceptance wire as specified above will result in a binding contract without further action by either party. The actual time of award described herein deviates from 48 C.F.R. 14.408-1.

IV. PROVISIONS OF CONTRACT

The contract consists of Announcement LS-5; the applicable Invitation; applicable TDS or IDCR, applicable ARC or MGC Branches instructions; contractor's or subcontractor's (manufacturer's) technical proposal approved by the Contracting Officer, the AMS audit team's initial report, contractor's offer including SF-129 and Appendix 1; the acceptance by USDA; and USDA-1 except Articles 34, 49, 50, 64(c), and all of Part E.

If the provisions of contract documents are not consistent, the following priority order will prevail: Invitation, Announcement, applicable TDS or IDCR, contractor or subcontractor's technical proposal approved by the Contracting Officer, AMS Auditor's initial report, Appendix-1, and USDA-1.

V. PRODUCT ITEM DESCRIPTION AND CHECKLIST OF REQUIREMENTS AND CERTIFICATION SERVICES

- A. Specifications for canned meat products will be set forth in the applicable TDS or IDCR. If documents are amended, appropriate amendments must be referenced.
- B. Compliance with processing requirements as described in the applicable TDS or IDCR and contractor/subcontractor's process documentation and quality control program will be verified through audits by AMS agents. The cost of all audits, including the pre-award, onsite assessment, must be borne by the contractor.
- C. Questions concerning charges and the availability of AMS auditors should be discussed with the ARC Branch in Washington, D.C., at (202) 720-9759.
- D. Questions concerning charges and the availability of the AMS agents for checkloading should be discussed with the Office of Field Operations, Denver, Colorado (720) 497-2520.

VI. LOSS DUE TO DETERIORATION, SPOILAGE, OR RECALL

A. Loss Due to Deterioration or Spoilage

The contractor will be liable for losses due to deterioration or spoilage for which he or she is responsible, which are discovered within 9 months of the delivery date to USDA, in accordance with the provisions of Article 61 of USDA-1.

B. Liabilities 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 to meet all of the contract and specifications requirements. In the event, product is recalled due to a health or safety risk, the contractor is responsible for removal and replacement of recalled products and reimbursement of State and local costs incurred as a result of the recall, as outlined in the Food and Nutrition Service's Commodity Holds and Recall Process. These costs include, at a minimum, storage, transportation, processing, and distribution of the commodities.

If product under contract is to be delivered to a facility for further processing under contract with a State and the product is recalled, it will be handled in accordance with the Food and Nutrition Service's Commodity Holds and Recall Process. A copy of the report can be obtained at the following web address: <http://www.fns.usda.gov/fdd/foodsafety/hold-recallpros.pdf>

VII. INSPECTION AND CHECKLOADING

The contractor will not ship the product before receipt of shipping instructions from the Farm Service Agency (FSA) Kansas City Commodity Office (KCCO). Inspection as required by Article 54 of USDA-1 will be performed by AMS agents through supplier pre-award assessment and post award audits as described in the appropriate TDS or IDCR.

Checkloading by an AMS agent as described in Article 55 of USDA-1 is at the option of the contractor. If transportation is provided by common carrier under Option 1, the contractor must, in support of the contractor's invoice, furnish a copy of the original USDA Agricultural Products Acceptance Certificate and signed bill of lading or commercial receipt indicating the carrier's receipt of the product covered by the invoice for transportation to the destination specified in the contract. If transportation is provided by other than common carrier, the contractor must attach to the contractor's invoice a receipted copy of the appropriate delivery document evidencing date of delivery and quantity received at the destination specified in the contract.

Option 1- AMS Checkloading

At the request of the contractor, AMS agents (on a fee basis) will checkload the product at the time of shipment and perform the following duties as described in the applicable TDS or IDCR:

1. Conduct an external condition of container examination;
2. Supervise the loading and sealing of each truck; and
3. Issue a final Acceptance Certificate that may be used for payment purposes.

Option 2 - Contractor Checkloading

Contractor will perform checkloading examinations as described in the applicable TDS or IDCR at the time of shipment and issue contractor's certificate to accompany each shipment that contains the following information:

1. Contract Number
2. ND Number
3. Name of product
4. Shipping Date

5. Production lot number(s) and date each lot was produced
6. Count of shipping containers and total projected net weight in each production lot. The shipping unit will be 36,018 pounds (822.1 g) net weight (828 containers per offer unit) for canned beef and canned pork. The shipping unit will be 36,000 pounds (850 g) net weight (800 containers per offer unit) for canned luncheon meat. A tolerance of 15 above and below 36,018 pounds for canned beef and canned pork and 36,000 pounds for canned luncheon meat shall be permitted only on the final shipment of each contract.
7. Identity of car or truck (car numbers and letters, seals, truck license, etc.) as applicable
8. Contractor certification that product conforms with the applicable TDS or IDCR.
9. Count and projected net weight verified.
10. Signature of company official responsible for checkloading.

VIII. SHIPMENT--TRANSFER OF TITLE

A. Shipping Requirements

Shipment must be made in accordance with this Announcement, the applicable Invitation, Articles 56 and 64(b) of USDA-1, and the ND (Form KC-269) issued by KCCO. The contractor must closely follow delivery notification instructions contained in the ND. Such notification of shipment is vital to proper execution of shipment, particularly in cases of minimal transit time.

The contractor must notify State distributing agencies and consignees of shipment. For rail shipment, notification must be made on the day of shipment. For truck shipment, notification of the estimated arrival time should be made as far in advance of delivery as possible. In addition, for truck or piggy-back shipment, the contractor must request and keep scheduled appointments. **Unloading appointments for truck or piggy-back deliveries or shipment must be requested from the consignee contact party(ies) at least 24 hours in advance of delivery.** If product is shipped using an AMS agent to checkload as described in shipping Option 1, Section VII., Inspection and Checkloading, a copy of the original USDA Agricultural Products Acceptance Certificate must accompany each shipment so that it will be easily available to the warehouseperson or consignee (as applicable) upon arrival. If the contractor performs checkloading as provided by Option 2 in Section VII, the contractor must include with each shipment the contractor's certificate, Certificate of Conformance (Exhibit H), and a signed bill of lading or other commercial documentation evidencing the quantity shipped with each delivery. If product is shipped in other than a commercial carrier and a bill of lading is not issued, the contractor's checkloading certificate must document quantity shipped and contractor must obtain a commercial receipt (i.e., warehouse receipt) signed by recipient agent evidencing date of shipment and quantity of product received.

B. Tolerances

No tolerance from the quantity called for in the shipping instruction shall be permitted except that a variation of plus or minus 15 shipping containers of product shall be allowed only on the final shipment of each contract.

C. Early Shipping Requests

Requests for permission to ship in advance of the "Not-Earlier-Than" date given in the ND must be made to KCCO and approval will be granted if consignee is willing to accept product early and provides to KCCO the assurances required by KCCO of that arrangement.

D. Transfer of Title

Title and risk of loss will pass to USDA on the date of receipt of the product at the destination specified in the contract, as evidenced by suitable dated documentation such as the **commercial bill of lading**, warehouse receipt, dock receipt, or other similar signed and dated document evidencing delivery. If the contractor has the product in storage and transfer of title is requested, title will pass to USDA as evidenced by the **commercial bill of lading** or after final certification of the shipping unit by an AMS agent. The contractor is responsible for any shortage or damages as evidenced by the **commercial bill of lading**, **FNS-57 report**, or other commercial receipt evidencing delivery of product.

IX. LIQUIDATED DAMAGES

A. Compensation to Contractor for Late Mailing of Notice-to-Deliver

Liquidated damages for delay in shipment due to late mailing of ND will be payable in accordance with Article 65 of USDA-1 and will be at the rate of 25 cents per hundredweight **net per calendar day**.

B. Compensation to USDA for Delays in Shipment

Timely delivery is important to fulfill the nutritional and dietary needs of persons consuming canned meat products under the Child Nutrition and other Federal food and nutrition programs and for the efficient and proper administration of these programs. Liquidated damages for delay in shipment are payable at the rate of 25 cents per hundredweight net per day in accordance with Article 67 of USDA-1. For purposes of assessing liquidated damages for delay in shipment, the date shown on the AMS acceptance certificate (Option 1) or contractor's certificate is considered to be the date of shipment.

X. INVOICES AND PAYMENT

A. Shipping Period Contracts

Invoicing and payment will be handled in accordance with Article 70 of USDA-1. A properly prepared invoice consists of the following:

1. AMS Checkloading (Section VII. - Option 1)

If product is checkloaded by an AMS agent and **shipped by common carrier 5 days in advance** of the "not later than delivery date" on the ND, contractor may invoice at the time of shipment. A properly prepared invoice consists of the following:

- (1) Invoicing as provided for on the ND (Form KC-269) or commercial invoice form;
- (2) Commercial bill of lading signed by carrier's agent; and

- (3) Original USDA Agricultural Products Acceptance Certificate issued at time of shipment.

2. Contractor Checkloading (Section VII. - Option 2)

- (1) Invoicing as provided for on the Notice-to-Deliver (Form KC-269) or commercial invoice form;
- (2) Commercial bill of lading or other commercial receipt signed by recipient agent evidencing date of delivery and quantity of product received;
- (3) Original of contractor's checkloading certificate; and
- (4) Copy of the contractor's Certificate of Conformance.

If a commercial bill of lading signed by carrier's agent is not issued, the invoice package must include a warehouse receipt signed by recipient agent evidencing date of delivery and quantity of product received.

Any loss in transit will be determined by an Over, Short, or Damage Report (FNS-57) filed by recipient. KCMO will advise contractor of discrepancy and recover loss by setoff from future payments or process a claim.

Contractors are encouraged to instruct carriers to return bills of lading or other commercial receipts signed by recipient agents evidencing the date and quantity of product received to avoid conflicts. If there is a conflict, the bill of lading signed by the recipient representative will prevail unless the discrepancy is due to damage not discernable at time of delivery.

B. Invoice Mailing & Interest

1. The invoice package must be mailed or delivered to Kansas City Management Office (KCMO) at the address listed in Section XI of the Announcement. The outside of the package should be marked:

**"Prompt Pay Provisions Apply--Meat Product
Attn: Vendor Invoice Payment Section"**

2. Interest will be paid in accordance with the provisions of the Prompt Payment Act if payment is made beyond the seventh day after the date of delivery. For payment purposes, the date of delivery will be the receipt date by KCMO of a properly prepared invoice.

C. Electronic Payment

USDA payments must be made directly to a financial banking institution. To receive payments electronically, complete the attached Form SF-3881, ACH Vendor Payment Enrollment Form and submit to the Kansas City Management Office, Commodity Financial Operations Division, Inventory Control Branch; Telephone (816) 926-6988.

USDA will no longer issue a paper copy of the disbursement statement. Please note attached Notice on how to obtain the disbursement information electronically.

Complete the attached address information form, which identifies payment disbursement statement address as well as other information needed.

XI. INQUIRIES

Inquiries pertaining to this solicitation and applicable documents should be directed to:

Contracting Officer
Livestock and Seed Program
Agricultural Marketing Service
U.S. Department of Agriculture
Stop 0253, Room 2610-South Building
1400 Independence Avenue, SW
Washington, D.C. 20250

Telephone: (202) 720-2650

Inquiries concerning shipping instructions should be directed to:

Director, Kansas City Commodity Office (KCCO)
Farm Service Agency
U.S. Department of Agriculture
P.O. Box 419205
Kansas City, MO 64141-6205

Telephone: (816) 926-6062 (concerning shipping instructions)

Inquiries concerning payments should be directed to:

Director, Kansas City Management Office (KCMO)
Farm Service Agency
U.S. Department of Agriculture
P.O. Box 419205
Kansas City, MO 64141-6205

Telephone: (816) 926-6205 (concerning payments)

 11/19/03
Deputy Administrator
Livestock and Seed Program
Agricultural Marketing Service

Attachments



**CHECKLIST AND REFERENCES TO APPLICABLE BID AND CONTRACT PROVISIONS ANNOUNCEMENT LS-5
FOR CANNED MEAT PRODUCTS**

PRODUCT DESCRIPTION (SECTION I.A. GENERAL)					BID/CONTRACT PROVISIONS				
Product/ Commodity Box Code	Specifications Listed in Priority Order	Commodity Purchase Code	Packaging and Packing	Minimum Delivery Unit Size/Shipping Unit	Tolerance Section VIII. D	Shipping Period Section II.C.; IV and VIII	Federal/State Plants Section I. E. 1	Competition (See invitation)	Payment Section XI
Canned Beef/A610	Technical Data Supplement (TDS) for Canned Meats (CM), November 2000, Amendment 1 effective after January 22, 2000; Amendment 2, dated August 21, 2001	24-15-29	24/29 oz. cans per case	36,018 lbs /828 cases	Plus or minus 15 shipping containers of product shall be allowed only on the final shipment of each contract	1 st half / 2 nd half shipping period	Federal Plants Only	Full & Open	Upon Shipment XI.A.
Canned Pork/A630	(TDS-CM, November 2000, Amendment 1 effective after January 22, 2000; Amendment 2, dated August 21, 2001.	24-60-29	24/29 oz. cans per case	36,018 lbs /828 cases	Plus or minus 15 shipping containers of product shall be allowed only on the final shipment of each contract	1 st half / 2 nd half shipping period	Federal Plants Only	Full & Open	Upon Shipment XI.A.
Canned Luncheon Meat/A617	Item Description and Checklist of Requirements Canned Luncheon Meat	24-40-50	24.30 oz. cans per case	36,000 lbs /800 cases	Plus or minus 15 shipping containers of product shall be allowed only on the final shipment of each contract	1 st half / 2 nd half shipping period	Federal Plants Only	Full & Open	Upon Shipment XI.A.
Canned Beef w/tomato sauce/A700	Item Description and Checklist of Requirements (IDCR) -Issued separately	24-62-10	12/40 oz. cans per case	36,000 lbs/1200 cases	Plus or minus 15 shipping containers of product shall be allowed only on the final shipment of each contract	1 st half / 2 nd half shipping period	Federal Plants Only	Full & Open	Upon Shipment XI.A.
Canned Pork w/tomato sauce/A699	IDCR-Issued separately	24-61-10	12/40 oz. cans per case	36,000 lbs/1200 cases	Plus or minus 15 shipping containers of product shall be allowed only on the final shipment of each contract	1 st half / 2 nd half shipping period	Federal Plants Only	Full & Open	Upon Shipment XI.A.
Canned Chili Con Carne (Beef) w/out beans/A702	Item Description and Checklist of Requirements Canned Chili, without Beans, November 2003- Issued separately	24-50-10	24/24 oz. cans per case	36,000 lbs./800 cases	Plus or minus 15 shipping containers of product shall be allowed only on the final shipment of each contract	1 st half / 2 nd half shipping period	Federal Plants Only	Full & Open	Upon Shipment XI.A.

SAMPLE INVITATION

DATE: CANNED MEAT, ANNOUNCEMENT LS-5, INVITATION NO. _:

The U.S. Department of Agriculture (USDA) invites offers pursuant to ANNOUNCEMENT LS-5 to sell canned meat products, for use in Federal food and nutrition programs. Purchases will be made on a shipping period basis to destinations indicated below. Destination quantities listed are estimates and are subject to adjustment based on offerings, changes in recipient needs, market conditions, and program operations.

All offers must be in the format prescribed in LS-5 and be received by **1:30 p.m.**, Central Time, Friday, _____, 2002. Acceptances will be announced by midnight, Friday, ____, 2004. Shipments are to be made between _____ and _____, 2004.

Bids must be submitted electronically via the internet. Offeror must be assigned a Logon ID by USDA to access the site. The internet address is: <https://pcsd.usda.gov:3077/mbc1000.exe?> Once connected, follow the online.

Inquiries about ANNOUNCEMENT LS-5 or this Invitation should be directed to the Contracting Officer, Livestock and Seed Program; USDA, AMS, Stop 0253-Room 2610-South; 1400 Independence Avenue, SW; Washington, D.C. 20250-0253 Telephone: (202) 720-2650; Fax: (202) 720-9538.

ANNOUNCEMENT : LS-5
INVITATION : 100

COMM GROUP : 24 MEAT, CANNED
COMM TYPE : 60 PORK, CANNED W/ NATURAL JUICES
PACK SIZE : 29 24/29 OZ CANS

ITEM NO.	DESTINATION CITY	STATE	TRANS RESTR	QUANTITY (LBS)
SHIPPING PERIOD 01/16/04 - 01/31/04				
001	VANDIVER	AL		36,018
002	DURAND	GA	TRUCK ONLY	108,054
003	PALMDALE	FL		216,108
TOTAL QUANTITY FOR COMMODITY TYPE				360,180
TOTAL QUANTITY FOR INVITATION				360,180

CONTRACTING OFFICER

SOLICITATION MAILING LIST APPLICATION				1. TYPE OF APPLICATION		2. DATE		OMB No.: 9000-0002				
				<input checked="" type="checkbox"/> INITIAL <input type="checkbox"/> REVISION		5/26/98		Expires: 10/31/97				
<p>NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instruction.</p> <p>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.</p>												
3. SUBMIT TO	a. FEDERAL AGENCY'S NAME USDA, AMS, Livestock and Seed Program				4. APPLICANT		a. NAME Lakeshore Meat FI No. 7999 TIN No 9734565837					
	b. STREET ADDRESS Room 2610-South, P.O. Box 96456						b. STREET ADDRESS 1275 Corwith Avenue		c. COUNTY EI 197643			
	c. CITY Washington		d. STATE DC	e. ZIP CODE 20090-6456			d. CITY Calumet		e. STATE IL	e. ZIP CODE 67345		
5. TYPE OF ORGANIZATION (Check one)												
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> NON-PROFIT ORGANIZATION <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF: Illinois												
6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than item 4)												
a. STREET ADDRESS b. COUNTY Same as #4 c. CITY d. STATE e. ZIP CODE												
7. NAMES OF OFFICERS, OWNERS, OR PARTNERS												
a. PRESIDENT George Coates			b. VICE PRESIDENT Martha Jersild			c. SECRETARY Robert Olson						
d. TREASURER Walter Schnaak			e. OWNERS OR PARTNERS Shareholders of the Corporation									
8. AFFILIATES OF APPLICANT												
NAME		LOCATION				NATURE OF AFFILIATION						
Broadview Foods, TIN No. XXXXXXXXXX FI No. 321		7893 Dolton Ave., Highland, IL 67347				Parent Company						
9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)												
NAME		OFFICIAL CAPACITY				TELEPHONE NUMBER						
Edgar Kauffman		Sales Manager				AREA CODE 611		NUMBER 796-1992				
Andrew Terrill		Production Manager				611		796-1992				
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)												
Commodity Hams		Current Weekly Prod. 400,000		Additional Capacity 200,000		% available for USDA Contracts 30%						
11a. SIZE OF BUSINESS (See definitions on reverse)												
<input checked="" type="checkbox"/> SMALL BUSINESS (If checked, complete items 11b and 11c) <input type="checkbox"/> OTHER THAN SMALL BUSINESS												
11b. AVERAGE NUMBER OF EMPLOYEES (Including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS			125			11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS						
						\$ 29,456,000.00						
12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)												
<input type="checkbox"/> DISADVANTAGED BUSINESS <input type="checkbox"/> WOMAN-OWNED BUSINESS <input checked="" type="checkbox"/> MANUFACTURER OR PRODUCER <input type="checkbox"/> CONSTRUCTION CONCERN <input type="checkbox"/> SURPLUS DEALER <input type="checkbox"/> SERVICE ESTABLISHMENT <input type="checkbox"/> RESEARCH AND DEVELOPMENT												
14. DUNS NO. (If available) 02-787396					15. HOW LONG IN PRESENT BUSINESS? 68 years							
16. FLOORSPACE (Square Feet/ft ²)												
a. MANUFACTURING 44,000			b. WAREHOUSE 150,000 * See Below			17. NET WORTH						
						a. DATE December 31, 1997		b. AMOUNT \$ 7,537,662.89				
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) George Coates					20. SIGNATURE <i>George Coates</i>			21. DATE SIGNED 05/26/98				
19b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print) President												
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition not usable * Robertson Bonded Warehouse 834 Bellwood Avenue Irondale, IL 59571 STANDARD FORM 129 (REV. 12-98) Prescribed by GSA - FAR (48 CFR) 53.214(e)												

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.

SAMPLE OFFER ELECTRONICALLY SUBMITTED

JOHN JAMES PACKING CO.
22 MAIN STREET
BERWYN, ME 55507

LS-5/100, CANNED MEAT

Authorized Changes and Comments						
Date	Time	USDA ID	Comments			
Plant 01-John James Packing Co., 224 Main Street, Berwyn, ME						
Shipping Point 01-James Meat Packing, 224 Main Street, Berwyn, ME						
CANNED BEEF WITH NATURAL JUICES						
Line Item	Pack Size	Destination	Shipping Period	Est LBS	Price/LBS	Tran Mode
001	24/29 oz Cnd Beef	VANDIVER, AL	07/01/2002 - 07/15/2002	36,018	0.9990	Truck
002	24/29 oz Cnd Beef	DURAND, GA	07/01/2002 - 07/15/2002	108,054	0.9992	Truck
003	24/29 oz Cnd Beef	PALMDALE, FL	07/01/2002 - 07/15/2002	216,108	0.9994	Truck

High Bid Price: 0.9994 Line Item: 003

Low Bid Price: 0.9990 Line Item: 001

Sum of Bid Prices: 2.9976

Constraints				
Const #	Max Qty	Plant Location	Shipping Period	Product
1	10	01-John James Packing	07/01/2002 - 07/15/2002	CANNED BEEF WITH JUICES
Certifications				
For this bid your company is designated as: LARGE BUSINESS				
Question			Answer	
01) By submitting this bid, Offeror certifies it HAS read and DOES agree to the terms of LS-5, Inv. 100, Exhibit A, dated November 20203, applicable IDCR; Contractor's Technical Proposal approved by the Contracting Officer; AMS audit team's initial report; USDA 1, Rev. 2, and Amnds 1, 2, 3, and 4 (Both boxes must be selected)			HAS DOES	
02A) Annual Representations, Certifications and Warranties (Appendix-1) submitted to the Contracting Officer are current, accurate, and complete. Submitted to Contracting Officer (mm/dd/yyyy)			10/01/2003	
02B) If Appendix HAS been amended, enter date amended or, enter N/A			N/A	
03) Offeror certifies that the SF-129 on file with the contracting Officer is accurate and part of this offer.			DOES	
04) All product required under existing USDA contract(s) or subcontract(s) with a Not Later Than Date prior to this bid opening HAS been shipped.			HAS	
05) By submitting this bid, Offeror certifies that all product conforms with the Item Description and Checklist of Requirements and no changes to the production process or written documents have occurred without proper approval by the Contracting Officer.			DOES	
06) By submitting this bid, offeror certifies that the offeror HAS registered under the Central Contractor Registration (CCR) system as described in Title 48 C.F.R. 4.1104.			HAS	
07) Show name, title, fax number, and phone number of person submitting bid (must be an authorized company representative).			George Coates, President Fax 705-555-1212 Phone 705-555-1234	

High Bid Price: 0.9994 Plant: 01 Shipping Point: 01 Line Item: 003

Low Bid Price: 0.9990 Plant: 01 Shipping Point: 01 Line Item: 001

Sum of Bid Prices: 2.9976

SAMPLE OFFER WIRE OR LETTER

Format to follow only in the event of USDA system failure or an Offeror's ISP is unavailable at the time of bid closing.

NOTE: FAX bids must be authorized by the Contracting Officer prior to submission in the event of a USDA system failure or company's ISP is unavailable.

The following example shows how offer wires or letters may be submitted giving all essential details in the briefest possible manner. Basic to this procedure is a number identification with each line item of information required in the offer (See format in Section II E of Announcement LS-5.)

Address to: Contracting Officer, Livestock and Seed Program
 USDA, AMS, Room 2610-South
 Agricultural Marketing Service
 1400 Independence Ave. SW
 Washington, D.C. 20250
 Telephone: 202-720-2650

Section 1--General

1. John James Packing Company 705-555-1715
 22 Main Street
 (P.O. Box 123)
 Encinitas, CA 92379

1. LS-5/100, Canned Beef

3.	Plant James Meat Company 224 Main Street Berwyn, Maine 55507 Telephone 705-342-1715	Shipping Point James Meat Packers 224 Main Street Berwyn, Maine 55501
----	--------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------

Section 2--Offer Form

1.	ALTERNATE FORMAT (1) Vandiver, AL, \$0.9990 per lb. (2) Durand, GA, \$0.9992 per lb. (3) Palmdale, FL, \$0.9994 per lb.	(1) \$0.9990 per lb. (2) \$0.9992 per lb. (3) \$0.9994.per lb.
----	----------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------

Section 3--Constraints

1.	Maximum to be awarded 10 offer units, 360,180 pounds, canned beef.	Shipping Period 01/16/04--01/31/04
----	------------------------------------------------------------------------------	----------------------------------------------

Total Overall -- 10 offer units, 360,180 pounds

Section 4--Certifications

1. Small Business

2. HAS
 DOES

3. (a) 10/01/03 (date Appendix-1 was signed by Offeror)
 (b) N/A

4. DOES

5. NO EXISTING CONTRACTS

6. DOES

7. Edgar Kauffman, Sales Mgr, FAX 705-347-8333, TEL. 705-347-1715
 (SIGNATURE REQUIRED)

**PLANNED PURCHASE SCHEDULE
CANNED PRODUCTS**

SCHOOL YEAR 2003-2004

INV. NO.	TYPE	BID OPENING	AWARD NLT DATE	PRODUCTION	SHIPPING PERIOD/Est. # of Units
1	Canned Beef	11/24/03 (Monday)	11/28/03	6 WEEKS 8 WEEKS	01/1-15/04 (43) 01/16-31/04 (42) 04/15-30/04 (8)
2	Canned Pork	12/12	12/19	8 WEEKS 10 WEEKS	02/1-15/04 (41) 02/16-29 (30) 04/1-15/04 (8)
3	Luncheon Meat	01/9/04	01/16	7 WEEKS 9 WEEKS	03/01-15 (7) 03/16-31 (8)

NOTE: The above purchase schedule is for informational purposes only. USDA may change this schedule or cease purchases depending on market or funding considerations. Bidders are cautioned to refer to the applicable Invitation prior to submitting offers.

Company Name

Page X of Y

(Canned Meats)

[Company Name]

[Company Address]

Technical Proposal for: [Announcement Number] and [Specification]

Table of Contents (all pages and attachments must be number and identified—any attachments must be identified and referenced in the Technical Proposal)

The technical proposal should include all phases of production that meets or exceeds the requirements stated in the specification to produce complying product.

- I. **ITEM DESCRIPTION** - Please provide a brief description of the product that will be addressed in the technical proposal.

- II. **CHECKLIST OF REQUIREMENTS** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the checklist of requirements section of the specification.
 - A. **MATERIALS** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the material section of the specification.

Contractors are responsible for providing sufficient product traceability and must have records to verify the source of raw materials used in each lot of product.

 1. BEEF OR PORK – (plan, do, check, act)
 - a. Excellent Condition
 - b. Domestic Origin
 - c. Non-ambulatory beef or pork
 - d. Mechanically separated
 2. NON-MEAT COMPONENTS – (plan, do, check, act)
 3. FINISHED PRODUCT FAT AND SODIUM LIMITATIONS – (plan, do, check, act)

 - B. **PREPARATION FOR DELIVERY** - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the preparation for delivery section of the specification.
 1. PACKAGING AND PACKING– (plan, do, check, act)
 2. LABELING – (plan, do, check, act)
 3. PALLETIZED UNIT LOADS – (plan, do, check, act)

4. TRACEABILITY AND SHIPMENT – (plan, do, check, act)

- C. WARRANTY AND COMPLAINT RESOLUTION - Please provide a brief description of the planning, production steps (do), check and corrective/preventive (act) measures that the company will do to assure compliance with the warranty and complaint resolution section of the specification.**

NOTE: In preparing Offeror's technical proposal please follow the outline format for the applicable TDS or IDCR that the company is submitting.

Attachments or Appendixes

Please attach all referenced documents with the applicable document name and reference number.

Please provide an example of the Statistical Process Control Charts and Histograms that the supplier intends to utilize in the production process.

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
LIVESTOCK AND SEED PROGRAM

CERTIFICATE OF CONFORMANCE FOR
THE PROCUREMENT OF
CANNED MEAT PRODUCTS

CERTIFICATE OF CONFORMANCE

I certify the following:

- (1) On [shipping date], [Contractor's name] furnished the [applicable canned meat product] called for by Contract Number [] for product shipped under Notice-to-Deliver Number [] in accordance with all applicable requirements.
- (2) The [applicable canned meat product] is of the quality specified and conforms in all respects with domestic product requirements and other the contract requirements, including the Item Description, Checklist of Requirements, and Technical Proposal approved by the Contracting Officer.
- (3) Product quantity shipped is as required on the Notice to Deliver.

Date: _____

Signature:

(Signed by an officer or representative authorized to sign offers on the current SF-129)

Title:



United States
Department of
Agriculture

Agricultural
Marketing
Service

Stop 0253 Room 2610 South
1400 Independence Avenue SW
Washington, DC 20250-0253

AGRICULTURAL MARKETING SERVICE
FOOD PURCHASE INFORMATION ON THE INTERNET

Suppliers and Recipients of Food Products purchased by the Department of Agriculture's Agricultural Marketing Service (AMS), an agency in the Marketing and Regulatory mission area, can access information on purchases and offers via the Internet.

FOR QUICK ACCESS TYPE THE ADDRESS DESIRED IN THE LOCATION BOX:

USDA HOME PAGE:

<http://www.usda.gov/>

AMS HOME PAGE:

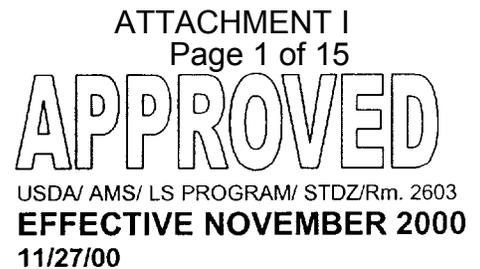
<http://www.ams.usda.gov/>

AMS COMMODITY PROCUREMENT HOME PAGE:

<http://www.ams.usda.gov/cp>

**UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
LIVESTOCK AND SEED PROGRAM**

**TECHNICAL DATA SUPPLEMENT
FOR CANNED MEATS (TDS – CM)
BEEF WITH JUICES, CANNED – PRODUCT CODE A610
PORK WITH JUICES, CANNED - PRODUCT CODE A630**



This document is for use by USDA for the procurement of two separate items: Beef with Juices, Canned and Pork with Juices, Canned. Contractors will document their process to ensure compliance with the following CHECKLIST OF REQUIREMENTS and the applicable requirements listed in the Institutional Meat Purchase Specifications (IMPS). The USDA, AMS, LS, Meat Grading and Certification Branch (MGCB), Quality Systems Operations will verify compliance in accordance with the QUALITY ASSURANCE section.

I. ITEM DESCRIPTIONS

CANNED BEEF WITH JUICES: This item consists of beef with 0.5% salt. The beef component shall be IMPS Item No. 138 – Beef Trimmings, ground once through a 1.0 inch grinder plate immediately prior to canning. Average fat content shall not exceed 15.0 %.

CANNED PORK WITH JUICES: This item consists of pork with 0.5% salt. The pork component shall be IMPS Item No. 418 – Pork Trimmings, ground once through a 1.5 inch grinder plate immediately prior to canning. Average fat content shall not exceed 15.0%.

These items will be produced in accordance with Food Safety and Inspection Service (FSIS) regulations and the following CHECKLIST OF REQUIREMENTS.

II. CHECKLIST OF REQUIREMENTS

A. MEAT COMPONENTS

1. Meat must be derived from U.S. produced livestock only. U.S. produced means manufactured from hogs or cattle raised in the United States, its possessions, Puerto Rico, or the Trust Territory of the Pacific Islands. U.S. produced does not include imported beef or pork nor cattle or hogs imported for direct slaughter.
2. Non-ambulatory (downer) Operating Policy – Beef and Pork must originate from slaughter establishments that handle non-ambulatory livestock (hogs or cattle unable to walk under their own power) commonly known as “downers” in accordance with FSIS Directive 6900.1R1 – Humane Handling of Disabled Livestock, issued 11/02/98. Carcasses originating from such animals must be segregated and the product from them cannot be included in USDA purchased Canned Meats.

3. The meat trimmings shall be in compliance with the applicable IMPS Series 100 or 400. The trimmings shall be certified for excellent condition and IMPS item description requirements by the USDA, AMS, Meat Grading and Certification Branch (MGCB) prior to grinding. The contractor shall specify one of the two examination procedures described in APPENDIX A.
 - a) Beef trimmings shall be ground by use of a standard feed-screw type grinder which shall have a plate with holes 1.0 inch in diameter and a knife with (no more than) 3 blades. Immediately after grinding, meat will be mechanically mixed and placed into cans.
 - b) Pork trimmings shall be ground by use of a standard feed-screw type grinder which shall have a plate with holes 1.5 inch holes in diameter and a knife with (no more than) 3 blades. Immediately after grinding, meat will be mechanically mixed and placed into cans.
4. Temperature and time limitations. The contractor must have and adhere to process documentation that describes the processing schedule so that the boneless meat trimmings maintain excellent condition up to processing (canning).
5. Metal Detection - The contractor's documentation must identify and adequately describe their detection procedure, equipment, levels, frequency, and location used. They must also demonstrate to AMS how they will check the product in-plant to **ensure that the end item is free from metal contamination**. This may be accomplished by running product, with known metal contaminants, through their process while the auditors observe the results.
6. Product shall be placed in 29 ounce cans vacuumized, sealed, and thermally processed in accordance with FSIS Regulations.

B. NONMEAT COMPONENTS

The formula shall include 0.5% salt for flavor. Compliance with the salt requirement shall be in accordance with FSIS Regulations.

C. FAT LIMITATIONS

1. Contractors will declare a fat target not to exceed 15.0 percent. The declared fat content will be reflected in the nutrition facts panel on the can label. $\text{Percent fat} = (\text{Total fat per serving} \div \text{Serving size}) \times 100$.
2. Process Control - Product shall be derived from a process that is in statistical control and is capable of meeting this specification's requirements. The contractor shall maintain statistical process control procedures for fat content that are monitored by FSIS and made available for process capability assessment by AMS.
 - a) The contractors shall maintain control charts with statistically derived upper control limits (+ 3 standard deviations). Control charts will be used to determine if the process is in statistical control.

- b) The contractor will have a least 4 (four) samples of raw ground product or finished product analyzed for fat content from each production lot destined for AMS. The results will be plotted on control charts featuring average and range of the results of the sample units.
- c) The contractor shall target production and maintain a process average for fat content of 15.0 percent or less. No product shall be shipped from production lots that:
 - (1) have average results in a lot exceeding 17.0 percent; OR
 - (2) are produced while the process average exceeds 15.0 percent.

D. PACKAGING, PACKING, AND CLOSURE

Refer to **II. PACKAGING AND PACKING** section of the IMPS General Requirements and the following additional requirements:

1. **PACKAGING**

Cans will be open top style, cylindrical, and size (approximately) 401 x 411 or 404 x 404. The cans will be coated with enamel (or other suitable material) inside and outside.
2. **PACKING**

Twenty-four (24) cans will be placed into each container.
3. **CLOSURE**

Shipping containers will be closed by strapping, taping or gluing. When strapping is used, the initial closure (usually the bottom of container) shall be secured by the gluing or taping method.
4. **MARKING OF CONTAINERS**
 - a) Cans – Can labels shall appear as in Exhibit A (attached) along with FSIS required markings and can codes. The Nutrition Facts panel is required on the can.
 - b) Shipping containers – Shipping containers shall contain all information shown in Exhibit B. However, contractors may vary the placement of the required information shown in Exhibit B. Additional markings (e.g., company bar codes, company names, logos, etc.), that are consistent with all other commercial labels, may be included.
5. **PALLETIZED UNIT LOADS**

Required, see IMPS General Requirements.

III. QUALITY ASSURANCE

A. DEFINITION OF TERMS

1. Product Sample - a sample of 12 cans of product evaluated for compliance with the Item Description and Checklist of Requirements.
2. Production Standard - a Product Sample which meets all of the criteria listed under the Submission of Documentation and Sample section. It will be used to evaluate future production.
3. Supplier Assessment - an in-plant evaluation (prior to bidding) of the potential contractor's ability to supply product that meets the checklist of requirements specified in this TDS.
4. Production Process Documentation - documented production processes and records (paper trail) that ensures the product is produced in accordance with the Item Description and Checklist of Requirements.
5. Post-Award Audit - an in-plant evaluation of the production process and the applicable documentation.
6. Post-Production Evaluations - Contractor evaluation of product after thermal processing.
7. Continuous improvement point – a minor nonconformance that, although it needs to be corrected in a timely manner, does not compromise the integrity of the products or program. Isolated incidences of nonconformance should be considered continuous improvement points.
8. Hold point – a major nonconformance that compromises the integrity of the products or program. Any absence or complete breakdown in a required element should be considered a hold point. An accumulation of continuous improvement points may also result in the assignment of a hold for an audit.

B. CONTRACTOR'S RESPONSIBILITY

1. **Submission of Documentation and Sample**--Prior to bidding, potential suppliers will submit:
 - a) a written description of their production processes (which must include procedures for internal review and control of nonconforming product, re-sampling procedures, traceability and complaint resolution), raw materials used, ingredient statement, and a documented quality control program that addresses contractor's quality assurance measures to ensure compliance with the above Item Descriptions and Checklist of Requirements.
 - b) a product sample (12 cans of product) and related Nutrition Facts panel that conforms to the Item Description and Checklist of Requirements to the Contracting Officer (at no expense to the Government). The intended purpose for evaluating the product sample is to determine the supplier's capability to furnish an

acceptable product. After the product sample is evaluated and found to meet the criteria listed below, it will be used as a production standard. The product sample will be evaluated for the following criteria:

- Style, size, shape, and coating requirements of cans.
 - Presence of no foreign odor or flavor (e.g., burnt, scorched, moldy, rancid, sour, or stale).
 - Appearance that is normal for product prepared as specified.
- If USDA determines that the product sample does not meet the above criteria, the supplier will have the opportunity to resubmit other samples with corresponding modifications in their process documentation.

- c) Any changes in the process description must be submitted for reevaluation and approval prior to implementation to:

USDA, AMS, Livestock and Seed Program

Contracting Officer

Commodity Procurement Branch

Stop 0253, Room 2610 S Bldg

1400 Independence Ave. SW

Washington, D.C. 20250-0253

Phone (202) 720-2650

Fax (202) 720-9538

2. **Supplier Assessment**--After the product sample and supporting documentation is evaluated and approved, an AMS audit team will perform an in-plant supplier assessment of the facilities, processes, and quality control program used to produce the production standard. The supplier assessment consists of an onsite pre-award audit to determine the supplier's ability to meet contractual requirements. The audit will include, but is not limited to, a thorough evaluation of the potential contractor's and subcontractor's facilities, equipment, procedures, and all reference documents. Documentation must support the Item Description and Checklist of Requirements. A detailed review of purchasing, receiving, production, quality control, inventory, shipping records, and interviews with management and production personnel will be conducted.
3. **Post-Award Audits**—One post-award audit will be performed monthly or during each contract and possibly more frequently if deficiencies are found. The cost of all pre-award and post-award audits, including travel expenses, will be the responsibility of the contractor. The contractor will have process documentation and written quality control records that support the Item Description and Checklist of Requirements. All written procedures and associated records will be maintained and readily available for review by AMS agents. Records may be maintained on hard copy or electronic media. However, records maintained on electronic media will be made available in hard copy immediately upon request by AMS. A control copy of the contractor's approved process documentation production processes and quality control program will be maintained by the MGCB quality manager. The contractor's production process documentation will include:

- a) Documentation that provides objective evidence that the end item complies with the ITEM DESCRIPTION AND CHECKLIST OF REQUIREMENTS. Product will be labeled and identified in such a manner as to ensure that the finished product may be traced to corresponding quality control records.
 - b) Procedures for internal review and control of nonconforming product.
 - c) Re-sampling procedures.
 - d) Documented plans for corrective action when deficiencies are found.
 - e) Post-Production Evaluation--The post-production evaluations will address condition of cans and the finished product's appearance, odor, and flavor.
4. **Audit Reports** – MGCB will submit copies of all supplier assessment and post-award audit reports to the contractor and contracting officer. The reports will provide a basis upon which the contractor will take corrective or preventative actions and for the contracting officer to determine acceptance of delivery of products. In the event of the assignment of a hold point, the Contracting Officer may require corrective action prior to further production or shipping.

C. CHECKLOADING OPTIONS

Option 1.

At the request of the contractor, an AMS agent (on a fee basis) will checkload the product at the time of shipment and perform the following duties:

1. Conduct a final examination of condition of shipping containers that will be limited to scanning (without destructive sampling) the delivery unit for defects which may have occurred during handling and storage (e.g., crushed, torn, dirty, stained, etc.). All defective containers must be replaced or corrected as applicable.
2. Supervise the loading and sealing of each truck.
3. Issue a final Acceptance Certificate, thereby allowing the Contractor to immediately submit invoice for payment to USDA. The AMS agent shall set forth on the original certificate the following:
 - a) Contract number
 - b) Notice-to-Deliver number
 - c) Name of product
 - d) Six Digit Commodity Code
 - e) Production lot number(s), can codes, and the date each lot was produced
 - f) Count of shipping containers and total projected net weight in each production lot.
 - g) Total projected net weights per delivery unit. The delivery unit will be 36,018 pounds net weight (828 cases). No tolerance from the quantity called for in the shipping instruction shall be permitted except that a variation of plus or minus 15 shipping containers of product shall be allowed only on the final shipment of each contract.
 - h) Identity of conveyance (numbers and letters, seals, license, etc.) as applicable.
 - i) Destination(s)

Option 2.

If the contractor chooses to not have an AMS agent perform checkloading at the time of shipment, invoices for payment must be supported by: (1) a recipient's signature on the bill of lading; (2) a consignee's receipt evidencing date shipped and received; or (3) other commercial receipt evidencing delivery of the product. In all cases the information contained in Section C., Option 1. 3., a through i, and a statement that: "**Product conforms with the Technical Data Supplement for Canned Meats (TDS-CM)**" must be included.

APPENDIX A

Fresh Chilled Boneless Meat Examination Procedures

The AMS agent shall examine fresh-chilled boneless meat for excellent condition and detailed item description MATERIAL requirements of IMPS using the following process control for attributes examination procedure or the stationary lot procedure for examination as defined within the IMPS Quality Assurance Provisions – Effective June 1, 1997 (AQL – 25). The attached defect classification tables (**DEFECT CLASSIFICATION TABLE FOR BEEF TRIMMINGS** and **DEFECT CLASSIFICATION TABLE FOR PORK TRIMMINGS**) shall be used to determine sample unit size and applicable defects for either procedure. The procedure shall be specified by the contractor and agreed to by the AMS agent.

Process Control for Attributes – This procedure is intended for production line quality assurance. In order for this program to be implemented properly, prior to production the contractor shall declare and demonstrate to the AMS agent the methods and procedures to be used to assure conformance with all specification requirements. The AMS agent will monitor the process to verify that these methods and procedures are followed.

At the beginning of the production day, the AMS agent will establish and adhere to the sampling of 60-minute production segments. The AMS agent will randomly select 5 individual sample units to examine for defects from each 60-minute production segment. The attached defect classification table shall be used to determine sample unit size and applicable defects. The finding of product in less than excellent condition will cause rejection of the production segment. At the beginning of each workday, the procedure shall start out in the Production Phase.

Production phase - If there are less than three (3) defects in any of the 5 sample units, the product is accepted, and normal production continues. Product is accepted and may be ground until the finding of 3 or more defects in any sample unit (Go to **Notification phase**).

Notification phase - If 3 or more defects are found in any sample unit, the contractor shall be immediately notified that the remaining portion of the production segment is subject to rejection or acceptance based on the results of examining the 5 sample units during the next 60 minute segment of production (note: If this occurs during the last 60 minute production segment of the work day, the contractor shall offer the remaining portion of the production segment for IMPS stationary lot examination). When notification occurs before all sample units have been examined, subsequent sample units shall be examined and the findings shall be reported to the contractor. The contractor will declare to the AMS agent what steps will be taken to correct the occurrence of the defects.

The AMS agent may designate any portion of production as a lot if in the agent's opinion there is excessive recurrence of sample units with three or more defects and perform a stationary lot examination.

Corrective Action - If 3 or more defects are found in any of the 5 sample units during the next 60 minutes of production, all designated product from the previous production segment and product produced during the entire 60 minute production segment will be rejected (including product which may have been ground). The AMS agent will continue sampling under the notification phase. If less than 3 defects are found in all of the individual sample units within the next production segment, all product from the previous production segment and the entire 60 minute production segment will be accepted and the AMS agent will continue sampling under the production phase.

Rejected product, if reoffered and unground, must be reworked and offered in accordance with the IMPS, QAPS Stationary Lot Examination procedures and AQL of 25. However, any product in less than excellent condition will be rejected and cannot be reworked and reoffered.

DEFECT CLASSIFICATION TABLE FOR BEEF TRIMMINGS

The following defects are applicable to fresh-chilled boneless beef trimmings, IMPS Item No.138, for Canned Beef with Juices. Sample unit shall consist of a minimum of 10 pounds of adjacent meat.

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01 Scratchy periosteum, bone or cartilage measuring 1.0 inch or more in one dimension and 0.2 inch or more in a second dimension. | 07 Non Carcass components, cod, udder, kidney, pelvic, or heart fat having a surface area measuring 2.0 square inches or more and 0.5 inch or more in depth at any point. |
| 02 Backstrap measuring 1.0 inch or more in one dimension and 0.5 inch or more in a second dimension. | 08 Presence of 2 or more pieces of any size which more than 50 percent of its surface area is composed of heavy opaque connective tissue, bone, or cartilage, (do not score if defects 01, 02, 03, 05, or 09 are scored for those pieces). |
| 03 Presence of tendons on elbow end of clod of the shoulder clod protruding more than 0.3 inch from the surface of the lean. | 09 Presence of heavy opaque connective tissue measuring 3.0 square inches or more. |
| 04 The tendinous ends of shanks, knuckles, and bottom rounds to a point where a cross-sectional cut exposes less than 75 percent lean tissue. | 10 Blood clot measuring 1.0 inch or more in one dimension and 0.5 inch in a second dimension. |
| 05 The membranous covering from skirts, flanks, hanging tenders, abdominal section of short plates; the membranous portion of the diaphragm; abdominal tunic; or sacrosiatic ligament measuring 5.0 square inches or more. | 11 Presence of any portion of the spinal cord measuring 0.5 inch or more in one dimension and 0.2 inch in a second dimension. |
| 06 Popliteal, prescapular, prefemoral and/or any exposed lymph glands measuring 1.0 inch or more in one dimension and 0.5 inch or more in a second dimension. | |

DEFECT CLASSIFICATION TABLE FOR PORK TRIMMINGS

The following defects are applicable to fresh-chilled boneless pork trimmings, IMPS Item No. 418, prior to production of Canned Pork with Juices. A sample unit shall consist of a minimum of 10 pounds of adjacent meat. Evidence of pork after final grinding appearing abnormally light in color (i.e., light grayish pink) shall cause rejection of the lot.

- 01 Scratchy periosteum, bone or cartilage measuring 1.0 inch or more in one dimension and 0.2 inch or more in a second dimension.
- 02 The tendinous ends of shanks cut to a point where a cross-sectional cut exposes less than 75 percent lean tissue.
- 03 Presence of any exposed lymph glands measuring 1.0 inch or more in one dimension and 0.5 inch or more in a second dimension.
- 04 Non Carcass components (such as head or weasand meat), kidney, pelvic, or heart fat having a surface area measuring 2.0 square inches or more and 0.5 inch or more in depth at any point.
- 05 Blood clot measuring 1.0 inch or more in one dimension and 0.5 inch in a second dimension.
- 06 Presence of enlarged, soft, porous, dark, or seedy mammary tissue.
- 07 Presence of external skin measuring 2.0 square inches or more.
- 08 Presence of any portion of the spinal cord measuring 0.5 inch or more in one dimension and 0.2 inch in a second dimension.

EXHIBIT A

CAN LABEL DESIGN: In conjunction with other markings that may be required by FSIS Regulations, each can shall be lithographed or paper labeled (full wrap around) essentially as shown below. If paper labels are used, they shall be made of white durable stock and securely attached to the can. Lithographing or printing shall be black. The labels must be approved by USDA, FSIS prior to use in the program. In accordance with the UPC guidelines published by the Uniform Code Council (UCC), a 12 digit UPC code and symbol—which consists of the number as illustrated below for each commodity must appear on each can.

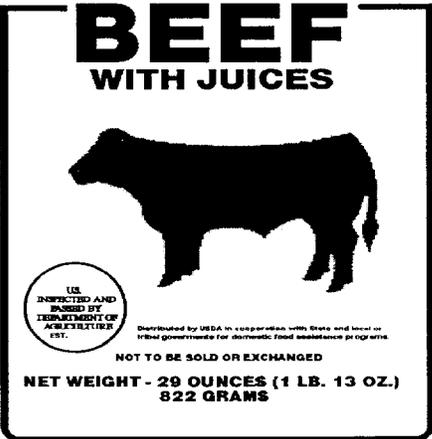
	<p>Nutrition Facts Nutrition Facts must comply with USDA-FSIS regulation 9 CFR 317 and 320.</p> <p>Ingredients: Beef, salt</p> <p>Name and Address of Contractor</p>	 <p>Bar Code: 715001016102</p>
	<p>Nutrition Facts Nutrition Facts must comply with USDA-FSIS regulation 9 CFR 317 and 320.</p> <p>Ingredients: Pork, salt</p> <p>Name and Address of Contractor</p>	 <p>Bar Code: 715001016300</p>

EXHIBIT B

SHIPPING CONTAINER MARKINGS: Shipping containers shall be marked substantially as shown below. A 14 digit I 2/5 bar code must appear on each shipping container. Markings shall be black, flat, waterfast, and nonsmearing. Information may be printed or stenciled directly on the shipping containers or mechanically printed, pressure sensitive labels may be applied provided they can not be removed in an intact form. The USDA symbol shall be at least three and one-half (3 1/2) inches high. All other printing or stenciling shall be of a size to stand out prominently and comply with the USDA-FSIS regulations or state regulations.

	<p style="text-align: center;">DONATED BY THE U.S. DEPARTMENT OF AGRICULTURE</p> <p style="text-align: center;">FOR FOOD HELP PROGRAMS NOT TO BE SOLD OR EXCHANGED</p> <div style="text-align: center;">  </div> <p style="text-align: center;">STORE IN COOL DRY PLACE</p>	<div style="border: 1px solid black; padding: 5px; text-align: center;"> *Bar Code </div>
	<p>(BEEF OR PORK) WITH JUICES, CANNED 24/29 OZ. (1 LB 13 OZ)</p> <p>Product Code: _____</p> <p>CONTRACT NO. _____</p>	<p>DATE PACKED _____</p> <p>Can Code: _____</p> <p style="text-align: center;">NET WT. 43.5 LBS.</p> <div style="text-align: center;">  </div>

* A UPC shipping container code (Interleaved 2 of 5 (I 2/5) must appear on the lower corner of one side panel of each shipping container. The 14 digit code for Beef with Juices will be 10715001016109 and the number for Pork with Juices will be 10715001016307.



**AMENDMENT 1 TO
TECHNICAL DATA SUPPLEMENT FOR CANNED MEATS (TDS-CM)**

AMENDMENT:

Page 1, **I. ITEM DESCRIPTIONS**, CANNED BEEF WITH JUICES: 2nd sentence:
change "... 1.0 inch grinder plate immediately prior to canning." **to** "... 0.5 inch grinder plate immediately prior to canning."

Page 2, **3. a)**, First sentence: **change** "...1.0 inch in diameter and a knife with (no more than) 3 blades." **to** "...0.5 inch in diameter and a knife with (no more than) 3 blades."

This amendment is effective immediately and will apply to all contracts issued on or after January 22, 2001.

/s/ Herbert C. Abraham, Chief

Herbert C. Abraham, Chief
Standardization Branch
Livestock and Seed Program



United States
Department of
Agriculture

Agricultural
Marketing
Service

ATTACHMENT I
Page 14 of 15
STOP 0249 – Room 20215
1400 Independence Avenue, SW.
Washington, DC 20250-0249

**AMENDMENT 2
TO
TECHNICAL DATA SUPPLEMENT (TDS) FOR
BEEF WITH JUICES, CANNED–PRODUCT CODE A610 AND
PORK WITH JUICES, CANNED–PRODUCT CODE A630
TDS–CM–NOVEMBER 2000**

This amendment modifies the **CHECKLIST OF REQUIREMENTS** section and **APPENDIX A**, Fresh Chilled Boneless Meat Examination Procedures.

Page 2, Section **II. CHECKLIST OF REQUIREMENTS, A. MEAT COMPONENTS, 3.**, after the first sentence, **add** the following:

“ Meat that is mechanically separated from bone with automatic deboning systems or advanced meat (lean) recovery (AMR) systems shall not be allowed.”

Page 9, **APPENDIX A, DEFECT CLASSIFICATION TABLE FOR BEEF TRIMMINGS**, revise as follows:

Delete defect numbers 06 and 07 in their entirety and replace with the following defects:

“06 Presence of any portion of the popliteal, prescapular, or prefemoral lymph glands or any other exposed lymph glands measuring 1.0 inch or more in one dimension and 0.5 inch in a second dimension.

07 Presence of non-carcass components or fat from the thoracic, lumbar, pelvic, cod, and/or udder areas of the carcass measuring 2.0 square inches or more and 0.5 inch or more in depth at any point.”

Delete defect number 11 in its entirety. Insert the following note at the bottom of the table:

“**NOTE:** The presence of any non-meat components not listed as defects above (e.g., spinal cord, organ tissue, foreign materials, etc.) shall cause rejection of the product by AMS.”

Continue next page

Page 10, **APPENDIX A, DEFECT CLASSIFICATION TABLE FOR PORK TRIMMINGS**,
revise as follows:

Delete defect number 04 in its entirety and replace with the following defect:

“04 Presence of non-carcass components or fat from the thoracic, lumbar, and/or pelvic areas of the carcass measuring 2.0 square inches or more and 0.5 inch or more in depth at any point.”

Delete defect number 08 in its entirety. Insert the following note at the bottom of the table:

“**NOTE:** The presence of any non-meat components not listed as defects above (e.g., spinal cord, organ tissue, foreign materials, etc.) shall cause rejection of the product by AMS.”

This amendment is effective immediately (including existing contracts).

/s/ Barry L. Carpenter
Barry L. Carpenter
Deputy Administrator
Livestock and Seed Program

August 21, 2001
Date

Attachment

**UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
LIVESTOCK AND SEED PROGRAM**

APPROVED

TECHNICAL DATA SUPPLEMENT (TDS) - LM
USDA/ AMS/ LS PROGRAM/ STDZ/Rm. 2603
EFFECTIVE FEBRUARY 2001

**ITEM DESCRIPTION AND
CHECKLIST OF REQUIREMENTS
CANNED LUNCHEON MEAT
PRODUCT CODE A617 AND A621**

This document is for use by the United States Department of Agriculture (USDA) for the procurement of Canned Luncheon Meat: (1) Beef, (2) Pork, and (3) Combination of Beef and Pork. Contractors will document their processes to ensure compliance with the following ITEM DESCRIPTION and CHECKLIST OF REQUIREMENTS. The USDA, Agricultural Marketing Service (AMS), Livestock and Seed Program (LSP), Meat Grading and Certification Branch (MGCB), Quality Systems Operations will verify compliance in accordance with the QUALITY ASSURANCE section.

I. ITEM DESCRIPTION

Canned Luncheon Meat: The purchaser will specify the type of luncheon meat to be purchased. The Meat component of the three types shall be: 1) Beef, 2) Pork or 3) a combination of Beef and Pork that consists of not less than 30 percent beef or 30 percent pork. The luncheon meat will also contain curing ingredients, sweetening agents, spices, and salt. The product shall have a slightly to moderately coarse texture and hold together as an intact unit when removed from the can. The product, shall be uniform in color in a range, depending on formulation, of: 1) Beef - dark pink to reddish brown, 2) Pork - pink to dark pink, and 3) Beef and Pork - dark pink to light reddish brown. A slight color variation between internal and external surfaces is permitted. The salt content shall be no less than 1.5% nor more than 2.50%. The targeted average fat content shall not exceed 19%.

These items will be produced in accordance with Food Safety and Inspection Service (FSIS) regulations and the following CHECKLIST OF REQUIREMENTS.

II. CHECKLIST OF REQUIREMENTS

A. MEAT COMPONENTS

1. Meat must be derived from U.S. produced livestock only. U.S. produced means manufactured from hogs or cattle raised in the United States, its possessions, Puerto Rico, or the Trust Territory of the Pacific Islands. U.S. produced does not include imported beef or pork, nor cattle or hogs imported for direct slaughter.
2. Non-ambulatory (downer) Operating Policy – Beef and Pork must originate from slaughter establishments that handle non-ambulatory livestock (hogs or cattle unable to walk under their own power) commonly known as “downers” in accordance with FSIS Directive 6900.1R1 – Humane Handling of Disabled Livestock, issued 11/02/98. Carcasses originating from such animals must be segregated and the product from them cannot be included in USDA purchased Canned Luncheon Meat.

3. Canned Luncheon Meat shall be in compliance with Institutional Meat Purchase Specifications (IMPS) for Sausage Products, Series 800, effective, November 1992, Item No. 825.
4. Temperature and time limitations - The contractor must have, and adhere to, process documentation that describes the processing schedule to ensure that the boneless meat maintains excellent condition up to processing (canning).
5. Metal Detection - The contractor's documentation must identify and adequately describe their detection procedures, equipment, detection levels, testing frequency, and location of testing. They must also demonstrate to AMS how they will check the product in-plant to **ensure that the end item is free from metal contamination**. This may be accomplished by running product, with known metal contaminants, through their process while the auditors observe the results.
6. Product shall be placed in 30-ounce or 6-pound cans, vacuumized, sealed, and thermally processed in accordance with FSIS Regulations.

B. NONMEAT COMPONENTS

The formula shall include: no less than 1.5% nor more than 2.50% salt; curing ingredients; sweetening agents; spices; and flavorings that are used to produce commercial luncheon meat. Compliance with requirements for salt and other ingredients shall be in accordance with FSIS Regulations.

C. FAT LIMITATIONS

1. The Contractor will declare a fat target not to exceed 19.0 percent. The fat content will be declared on the shipping container label or nutrition facts panel on the can label. $\text{Percent fat} = (\text{Total fat per serving} \div \text{Serving size}) \times 100$.
2. Process Control - Product shall be derived from a process that is in statistical control and is capable of meeting this specification's requirements. The contractor shall maintain statistical process control procedures for fat content that are monitored by FSIS and made available for process capability assessment by AMS.
 - a) The contractors shall maintain control charts with statistically derived upper control limits (+ 3 standard deviations). Control charts will be used to determine if the process is in statistical control.
 - b) The contractor will have at least four (4) samples (prior to canning) of ground product analyzed for fat content from each production lot destined for AMS. The samples will be analyzed for fat content and the results will be plotted on control charts featuring average and range of the results of the sample units.

- c) The contractor shall target production and maintain a process average for fat content of 19.0 percent or less. No product shall be shipped from production lots that:
 - (1) Have average results in a lot exceeding 21.0 percent; or
 - (2) Are produced while the process average exceeds 19.0 percent.

D. PACKAGING, PACKING, AND CLOSURE

1. CANS

The 30-ounce cans will be open top style, cylindrical, and size (approximately) 401 x 411 or 404 x 404. The 6-pound cans will be (irregular/rectangular) meat can, and size 400 x 400 x 1106 to 1110. The cans will be coated with enamel (or other suitable material) inside and outside.

2. PACKING

For 30-ounce cans, 24 cans will be placed into each shipping container. For 6-pound cans, six cans will be placed into each shipping container.

3. CLOSURE

Shipping containers will be closed by strapping, taping or gluing. When strapping is used, the initial closure (usually the bottom of container) shall be secured by the gluing or taping method.

4. MARKING OF CONTAINERS

- a) Cans – Can labels shall appear as shown in Exhibit A (attached). The Nutrition Facts panel is required on the 30-ounce can only. The Nutrition Facts must comply with USDA-FSIS regulation 9 CFR 317 and 320. For State inspected plants, nutrition labels must be in accordance with State regulations that are equal to 9 CFR Parts 317 and 320.
- b) Shipping containers – Shipping containers shall contain all information shown in Exhibit B. However, contractors may vary the placement of the required information shown in Exhibit B. Additional markings (e.g., company bar codes, company names, logos, etc.), that are consistent with all other commercial labels, may be included. The net weight for 24/30-ounce cans will be 45.0 pounds. (Product Code A617). The net weight for 6/6-pound cans will be 36.0 pounds. (Product Code A621). **The Universal Product Code does not apply to the 6-pound can of luncheon meat or its shipping container.**

5. PALLETIZED UNIT LOADS

Required, see IMPS General Requirements (Effective June 1996).

III. QUALITY ASSURANCE

A. DEFINITION OF TERMS

1. Product Sample - a sample of 12 cans of product will be evaluated for compliance with the Item Description and Checklist of Requirements.
2. Production Standard - a Product Sample which meets all of the criteria listed under the Submission of Documentation and Sample section. It will be used to evaluate future production.
3. Supplier Assessment - an in-plant evaluation (prior to bidding) of the potential contractor's ability to supply product that meets the checklist of requirements.
4. Production Process Documentation - documented production processes and records (paper trail) that ensures the product is produced in accordance with the Item Description and Checklist of Requirements.
5. Post-Award Audit - an in-plant evaluation of the production process and the applicable documentation.
6. Post-Production Evaluations - Contractor evaluation of product after thermal processing.
7. Continuous improvement point – a minor nonconformance that, although it needs to be corrected in a timely manner, does not compromise the integrity of the products or program. Isolated incidences of nonconformance should be considered continuous improvement points.
8. Hold point – a major nonconformance that compromises the integrity of the products or program. Any absence or complete breakdown in a required element should be considered a hold point. An accumulation of continuous improvement points may also result in the assignment of a hold for an audit.

B. CONTRACTOR'S RESPONSIBILITY

1. Submission of Documentation and Sample--Prior to bidding, potential suppliers will submit to the contracting officer:
 - a) A written description of their production processes, (which must include procedures for internal review, and control of nonconforming product, resampling procedures, tracking, and complaint resolution), raw materials used, an ingredient statement, and a documented quality control program that addresses contractor's quality assurance measures to ensure compliance with the above Item Descriptions and Checklist of Requirements.

- b) A product sample (12 cans of product) and related Nutrition Facts panel that conforms to the Item Description and Checklist of Requirements (at no expense to the Government). Four (4) cans will be evaluated from the 12 cans to determine the supplier's capability to furnish an acceptable product. After the product sample is evaluated and found to meet the criteria listed below, the unopened cans will be kept as a production standard. The product sample will be evaluated for the following criteria:

Packaging and Packing

- Style, size, shape, and coating requirements of cans.
- Appropriate Marking of Containers (can labels).

External Product Characteristics

- There is no presence of foreign odor or flavor (e.g., burnt, scorched, moldy, rancid, sour, or stale).
- Product remains intact when removed from can.
- There is no presence of fat covering more than 10 percent of the outer surface.

Internal Product Characteristics

- Product has uniform color ranging from: Type 1) beef - dark pink to reddish brown, Type 2) pork – pink to dark pink, Type 3) combination beef/pork – dark pink to light reddish brown.
- Product yields an intact slice 0.2 inch thick, which remains intact when gently shaken and free of broken edges (crumbling).
- Product is free of pockets of air, fat, or gelatin that are greater than 0.3 inch in the longest dimension.
- Product is free of unauthorized materials, which affect the usability of the product such as bone, cartilage, foreign material.

If USDA determines that the product sample does not meet the above criteria, the supplier will have the opportunity to resubmit other samples with corresponding modifications in their process documentation.

- c) Any changes in the process description must be submitted for reevaluation and approval prior to implementation to:

USDA, AMS, Livestock and Seed Program

Contracting Officer

Commodity Procurement Branch

Stop 0253, Room 2610 S Bldg

1400 Independence Ave. SW

Washington, D.C. 20250-0253

Phone (202) 720-2650

Fax (202) 720-9538

2. **Supplier Assessment**--After the product sample and supporting documentation are evaluated and approved, an AMS audit team will perform an in-plant supplier assessment of the facilities, processes, and quality control program used to produce the production standard. The supplier assessment consists of an onsite pre-award audit to determine the supplier's ability to meet contractual requirements. The audit will include, but is not limited to, a thorough evaluation of the potential contractor's and subcontractor's facilities, equipment, procedures, and all reference documents. Documentation must support the Item Description and Checklist of Requirements. A detailed review of purchasing, receiving, production, quality control, inventory, shipping records, and interviews with management and production personnel will be conducted.
3. **Post-Award Audits**—One post-award audit will be performed monthly or during each contract, and possibly more frequently if deficiencies are found. The cost of all pre-award and post-award audits, including travel expenses, will be the responsibility of the contractor. The contractor will have process documentation and written quality control records that support the Item Description and Checklist of Requirements. All written procedures and associated records will be maintained and readily available for review by AMS agents. Records may be maintained on hard copy or electronic media. However, records maintained on electronic media will be made available in hard copy immediately upon request by AMS. A control copy of the contractor's approved production process documentation and quality control program will be maintained by the MGCB quality manager. The contractor's production process documentation will include:
 - a) Documentation that provides objective evidence that the end item complies with the ITEM DESCRIPTION AND CHECKLIST OF REQUIREMENTS. Product will be labeled and identified in such a manner as to ensure that the finished product may be traced to corresponding quality control records.
 - b) Procedures for internal review and control of nonconforming product.
 - c) Re-sampling procedures.
 - d) Documented plans for corrective action when deficiencies are found.
 - e) Post-Production Evaluation--The post-production evaluations will address condition of cans and the finished product's appearance, odor, and flavor.
4. **Audit Reports** – MGCB will submit copies of all supplier assessment and post-award audit reports to the Contractor and Contracting Officer. The reports will provide a basis upon which the Contractor will take corrective or preventative actions and for the Contracting Officer to determine acceptance of delivery of products. In the event of the assignment of a hold point, the Contracting Officer may require corrective action prior to further production or shipping.

C. CHECKLOADING OPTIONS

Option 1.

At the request of the contractor, an AMS agent (on a fee basis) will checkload the product at the time of shipment and perform the following duties:

1. Conduct a final examination of condition of shipping containers that will be limited to scanning (without destructive sampling) the delivery unit for defects which may have occurred during handling and storage (e.g., crushed, torn, dirty, stained, etc.). All defective containers must be replaced or corrected as applicable.
2. Supervise the loading and sealing of each truck.
3. Issue a final Acceptance Certificate, thereby allowing the Contractor to immediately submit invoice for payment to USDA. The AMS agent shall set forth on the original certificate the following:
 - a) Contract number
 - b) Notice-to-Deliver number
 - c) Name of product
 - d) Six Digit Commodity Code for 24/30 ounce cans (244050) and 6/6 pound cans (244060).
 - e) Production lot number(s), can codes and the date each lot was produced.
 - f) Count of shipping containers and total projected net weight in each production lot.
 - g) Total projected net weights per delivery unit. The delivery unit for the 30-ounce cans will be 36,000 pounds net weight (800 cases). The delivery unit for the 6-pound cans will be 36,000 pounds net weight (1000 cases). No tolerance from the quantity called for in the shipping instruction shall be permitted except that a variation of plus or minus 15 shipping containers of product shall be allowed only on the final shipment of each contract.
 - h) Identity of conveyance (numbers and letters, seals, license, etc.) as applicable.
 - i) Destination(s)

Option 2.

If the contractor chooses to not have an AMS agent perform checkloading at the time of shipment, invoices for payment must be supported by: (1) a recipient's signature on the bill of lading; (2) a consignee's receipt evidencing date shipped and received; or (3) other commercial receipt evidencing delivery of the product. In all cases the information contained in Section C., Option 1. 3., a through i, and a statement that: "**Product conforms to the (Item Description and Checklist of Requirements for Canned, Luncheon Meat)**" must be included.

EXHIBIT A

CAN LABEL DESIGN:

In conjunction with other markings that may be required by FSIS Regulations, each can shall be lithographed or paper labeled essentially as shown below. If paper labels are used, they shall be made of white durable stock and securely attached to the can. Paper labels for 30-ounce cans shall be full wrap around. Lithographing or printing shall be black. Markings for the 6-pound can should be as shown below for use on one side panel only and must measure at least 2 ¾ inches in width and 6 inches in height. The labels must be approved by USDA, FSIS prior to use in the program. In accordance with the UPC guidelines published by the Uniform Code Council (UCC), a 12 digit UPC code and symbol which consists of the number as illustrated below for each commodity must appear on each can.

30-OUNCE CAN

<p>LUNCHEON MEAT</p>  <p><small>U.S. INSPECTED AND PASSED BY DEPARTMENT OF AGRICULTURE</small></p> <p>Distributed by USDA in cooperation with State and local or tribal governments for domestic food assistance programs.</p> <p>NOT TO BE SOLD OR EXCHANGED</p> <p>NET WEIGHT - 30 OUNCES (1 LB. 14 OZ) (849 GRAMS)</p>	<p>Nutrition Facts</p>	
	<p>Ingredients:</p>	<p>Bar Code:</p>
	<p>Name and Address of Contractor</p>	<p>715001016195</p>

6-POUND CAN

LUNCHEON MEAT



Distributed by USDA in cooperation with State and local or tribal governments for domestic food assistance programs.

Ingredients:

Name and Address of Contractor

Net Wt. 6 LBS
(2.72 KG)



SHIPPING CONTAINER MARKINGS: Shipping containers for 30-ounce cans shall be marked as shown below. A 14 digit I 2/5 bar code must appear on each shipping container. For 6-pound cans appropriate changes shall be made in the can size and net weight statements. The fat declaration statement shown below only applies to the 6-pound cans. The required markings shall be black, flat, waterfast, and nonsmearing. Information may be printed or stenciled directly on the shipping containers or mechanically printed, pressure sensitive labels may be applied provided they cannot be removed in an intact form. The USDA symbol shall be at least 3 and half inches high. All other printing of stenciling shall be of a size and contrasting color to stand out prominently and comply with the USDA-FSIS regulations or State regulations.

	<p style="text-align: center;">DONATED BY THE U.S. DEPARTMENT OF AGRICULTURE FOR FOOD HELP PROGRAMS</p> <p style="text-align: center;">NOT TO BE SOLD OR EXCHANGED</p> <div style="text-align: center;">  </div> <p style="text-align: center;">STORE IN COOL DRY PLACE</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;">*Bar Code</div>
	<p>(BEEF OR PORK) CANNED LUNCHEON MEAT 24/30 OZ. (850g) cans Product Code: _____ Fat Declaration _____ CONTRACT NO. _____</p>	<p>DATE PACKED _____ Can Code: _____ Lot # _____</p> <p style="text-align: center;">NET WT. 45.0 LBS.</p> <div style="text-align: center;">  </div>

* A UPC shipping container code (Interleaved 2 of 5 (I 2/5)) must appear on the lower corner of one side panel of each shipping container. The 14-digit code for Canned Luncheon will be 10715001016192. **The Universal Product Code does not apply to the 6-pound can of luncheon meat or its shipping container.**

**ITEM DESCRIPTION AND CHECKLIST
OF REQUIREMENTS FOR
CANNED PORK WITH TOMATO SAUCE – A699
CANNED BEEF WITH TOMATO SAUCE – A700
FEBRUARY 2004**

Approved

USDA, AMS, LS, STDZ/RM
2607-S 03/23/2004

I. ITEM DESCRIPTION

- Item – Canned Beef with Tomato Sauce and Canned Pork with Tomato Sauce – Contains no less than 75 percent meat computed on the weight of the fresh meat. The remaining ingredients shall be primarily a mild-flavored tomato sauce.
- Fat/Sodium – The fat and sodium content will not exceed 15 grams and 415 mg respectively per 100 gram serving.
- Cans/Cases – Individual cans will be filled to a net weight of 40 ounces. Twelve cans will be unitized to a net weight of 30 pounds per case.

II. CHECKLIST OF REQUIREMENTS

Canned beef with tomato sauce and canned pork with tomato sauce must be produced in accordance with Food Safety and Inspection Service (FSIS) regulations and the following checklist of requirements.

A. MATERIALS

Offerors are responsible for providing sufficient product traceability and must have records to verify the source of raw materials used in each lot of product.

1. MEAT COMPONENTS

Beef or pork shall be the only meat component allowed.

- a. Domestic Origin – All cattle and hogs will originate from U.S. produced livestock.
- b. Harvest (Slaughtering) – All livestock shall be harvested in facilities that will comply with the following requirements:
 - (1) Humane Handling – All livestock shall be humanely handled in accordance with all applicable FSIS regulations, directives, and notices.
 - (2) Non-Ambulatory Disabled Livestock – Meat from carcasses of non-ambulatory disabled livestock will not be included in USDA purchased canned beef with tomato sauce and canned pork with tomato sauce.
- c. Spinal Cord Removal – All spinal cord tissue shall be removed. For beef, all spinal cord tissue shall be removed during the harvesting process.
- d. Meat Composition – Meat shall be comprised of at least 75% of the raw formula.

The above requirements of the beef will be verified in accordance with ARC 1010 Procedure, USDA Supplier Eligibility Programs (<http://www.ams.usda.gov/lsg/arc/dovp.htm>).

- e) Boneless Beef – Boneless meat shall comply with the following requirements:
 - (1) Fresh Chilled / Fresh Frozen Meat – Meat shall be derived from fresh chilled or fresh frozen boneless meat. Fresh frozen boneless meat shall be no older than 60 days from the date of pack.
 - (2) Mechanical Separation – Meat that is mechanically separated from bone with automatic deboning systems, advanced lean (meat) recovery (AMR) systems, or powered knives will not be allowed.
 - (3) Finely Textured Lean – Finely textured lean trimmings are not allowed.
- f) Objectionable Materials – Meat shall be free of objectionable materials such as heavy tendons, heavy ligaments, bone, cartilage, lymph glands, organ tissue and foreign materials. The contractor will specify, in detail, the following:
 - (1) Muscle System(s) – The meat cuts or muscle system(s) that will be processed.
 - (2) Objectionable Materials Removal – The trimming and removal of all objectionable materials relative to the declared cuts or muscle systems that will be processed.

2. NON-MEAT COMPONENTS

- a) Domestic Origin – Significant ingredients (more than 1 percent) shall be derived from U.S. produced products.
- b) Tomato Sauce and Flavoring – Seasonings and ingredients used for tomato sauce and flavoring must be similar to those normally used for commercially marketed mild-flavored products.
- c) Monosodium Glutamate – MSG is not allowed.
- d) Non-Meat Composition – Non-Meat components shall be comprised of no more than 25% of the raw formula.

A. PROCESSING

1. GRINDING

Boneless beef or pork shall pass at least once through a grinding plate that is no smaller than 3/4 inch or no larger than a 1.0 inch.

2. METAL DETECTION

All products shall be free of metal contaminants. Detection of stainless steel, ferrous, and non-ferrous (e.g., lead, copper, and aluminum) metals is required. The contractor's technical proposal must identify and describe the equipment, location, detection procedure, sensitivity levels, frequency of equipment validation, and corrective action procedures.

B. FINISHED PRODUCT FAT AND SODIUM LIMITATIONS

1. FAT

The fat content as packed must not exceed 15 percent (Percent Fat = (Total Fat ÷ Serving Size) x 100). Declared fat content will be stated on the nutrition facts panel on each can label according to FSIS nutritional labeling regulations (no more than 15 g per 100 g serving).

2. SODIUM

Sodium level must not exceed 415 mg per 100 g serving.

C. PREPARATION FOR DELIVERY

1. PACKAGING

Beef with tomato sauce and pork with tomato sauce will be filled into cans.

2. PACKING

- a) Can Net Weight – Individual cans of canned beef or pork with tomato sauce will have a net weight of 40 ounces.
- b) Case Weight – Twelve cans will be unitized to a net weight of 30 pounds per case.
- c) Shipping Container – All cans will be unitized by packing into new fiberboard shipping containers, placed on fiberboard trays with plastic shrink wrap or plastic shrink wrap only.

3. LABELING

- a) FSIS Labeling Regulations – Shipping containers and cans will be labeled to include all information required by FSIS regulations.
- b) Traceability Code – All cans shall bear a code that is traceable to production lot and date.

4. PALLETIZED UNIT LOADS

Shipping containers will be unitized and delivered on pallets. Pallet loads shall be stacked in a manner that minimizes the overhang of the shipping containers over the edges of the pallets. A sufficient number of principle shipping container display panels shall be exposed to facilitate examinations on each pallet.

- a) Pallet Condition – Only new or well-maintained pallets will be allowed.
- b) Pallet Size – Pallets shall be flush, 48 inches long by 40 inches wide, stringer or block design, partial or full four-way entry, nonreversible, and suitable for use in the shipment of approximately 2,000 pounds of food product.
- c) Plastic Stretch-Wrap – The shipping containers shall be held firmly in place by applying plastic stretch-wrap as tightly as possible around all of the tiers stacked on the pallet.

D. PRODUCT ASSURANCE

1. DELIVERY UNIT

- a) Count and Net Weight – Each delivery unit will consist of 1,200 shipping containers with a net weight of 36,000 pounds (16,330 kg).
- b) Size and Style of Container – Only one size and style of unitized containers may be offered in an individual shipping unit.
- c) Sealing – All products must be delivered to AMS destinations under seal.

2. WARRANTY AND COMPLAINT RESOLUTION

- a) Warranty – The contractor will warrant that the product complies with all specification requirements, technical proposal declarations, and provisions set forth in this announcement.
- b) Complaint Resolution – Customer complaint resolution procedures shall be included in the technical proposal. These procedures shall include: a point of contact, investigation steps, intent to cooperate with AMS, and product replacement or monetary compensation. The procedures will be used to resolve product complaints from recipient agencies or AMS.

E. QUALITY CONTROL FOR NON-CONFORMING PRODUCT

The contractor must have documented procedures that assure product which does not meet all of the requirements listed within this specification is not delivered to USDA canned beef in tomato sauce and canned pork in tomato sauce purchase programs.

**ITEM DESCRIPTION AND CHECKLIST
OF REQUIREMENTS FOR
CANNED CHILI, WITHOUT BEANS – A702
FEBRUARY 2004**

USDA, AMS, LS, STDZ/RM 2607-S 03/23/2004

I. ITEM DESCRIPTION

- Item – Chili (Chili Con Carne), without beans - Contains no less than 40 percent of beef computed on the weight of the fresh meat.
- Fat/Sodium – Fat must not exceed 8 grams per 100 gram serving. Sodium level will not exceed 415 milligrams per 100 gram serving.
- Cans/Cases – Individual cans of chili will have a net weight of 24 ounces. Twenty-four cans will be unitized to a net weight of 36 pounds.
- AMS may specify individual cans to have a net weight of 40 ounces (A product code will be issued). Twelve cans will be unitized to a net weight of 30 pounds.

II. CHECKLIST OF REQUIREMENTS

Canned chili must be produced in accordance with Food Safety and Inspection Service (FSIS) regulations and the following checklist of requirements.

A. MATERIALS

Offerors are responsible for providing sufficient product traceability and must have records to verify the source of raw materials used in each lot of product.

1. MEAT COMPONENTS

Beef shall be the only meat component allowed.

- a. Domestic Origin – All cattle will originate from U.S. produced livestock.
- b. Harvest (Slaughtering) – Cattle shall be harvested in facilities that will comply with the following requirements:
 - (1) Humane Handling – All cattle shall be humanely handled in accordance with all applicable FSIS regulations, directives, and notices.
 - (2) Non-Ambulatory Disabled Cattle – Meat from carcasses of non-ambulatory disabled livestock will not be included in USDA purchased canned chili.
- c. Spinal Cord Removal – All spinal cord tissue shall be removed during the harvesting process.
- d. Meat Composition – Meat shall be comprised of at least 40% of the raw formula.

The above requirements of the beef will be verified in accordance with ARC 1010 Procedure, USDA Supplier Eligibility Programs (<http://www.ams.usda.gov/lsg/arc/dovp.htm>).

- e) Boneless Beef – Boneless meat shall comply with the following requirements:
 - (1) Fresh Chilled / Fresh Frozen Meat – Meat shall be derived from fresh chilled or fresh frozen boneless meat. Fresh frozen boneless meat shall be no older than 60 days from the date of pack.
 - (2) Objectionable Materials – Meat shall be free of lymph glands, organ tissue, and foreign materials.
 - (3) Mechanical Separation – Meat that is mechanically separated from bone with automatic deboning systems, advanced lean (meat) recovery (AMR) systems, or powered knives will not be allowed.

2. NON-MEAT COMPONENTS

- a) Domestic Origin – Significant ingredients (more than 1 percent) shall be derived from U.S. produced products.
- b) Flavoring and Sauce – Seasonings and ingredients used for flavoring and sauce must be similar to those normally used for commercially marketed mild-flavored chili products.
- c) Monosodium Glutamate – MSG is not allowed.
- d) Non-Meat Composition – Non-Meat components shall be comprised of no more than 60% of the raw formula.

A. PROCESSING

1. GRINDING

Fresh chilled or fresh frozen boneless beef will be finely ground to no larger than 3/16 inch grind prior to the cooking/canning process.

2. BONE COLLECTOR / EXTRUDER SYSTEM

A bone collector/extruder system must be in operation to remove bone, cartilage, and heavy connective tissue during the final grind.

3. METAL DETECTION

All products shall be free of metal contaminants. Detection of stainless steel, ferrous, and non-ferrous (e.g., lead, copper, and aluminum) metals is required. The contractor's technical proposal must identify and describe the equipment, location, detection procedure, sensitivity levels, frequency of equipment validation, and corrective action procedures.

B. FINISHED PRODUCT FAT AND SODIUM LIMITATIONS

1. FAT

The fat content as packaged must not exceed 8 percent (Percent Fat = (Total Fat ÷ Serving Size) x 100). Declared fat content will be stated on the nutrition facts panel on each can label according to FSIS nutritional labeling regulations (no more than 8 g per 100 g serving).

2. SODIUM

Sodium level must not exceed 415 mg per 100 g serving.

C. PREPARATION FOR DELIVERY

1. PACKAGING

Chili shall be filled into cans.

2. PACKING

- a) Can Net Weight – Individual cans of chili shall have the following net weight:
 - (1) 24 Ounce Cans – Individual cans of chili shall have a net weight of 24 ounces.
 - (2) 40 Ounce Cans – When specified by AMS, individual cans of chili will have a net weight of 40 ounces.
- b) Case Weight – Cans of chili shall be unitized to the following net weight:
 - (1) 24 Ounce Cans – Twenty-four (24) cans of chili will be unitized to a net weight of 36 pounds per case.
 - (2) 40 Ounce Cans – Twelve cans (12) will be unitized to a net weight of 30 pounds per case.
- c) Shipping Container – All cans will be unitized by packing into new fiberboard shipping containers, placed on fiberboard trays with plastic shrink wrap or plastic shrink wrap only.

3. LABELING

- a) FSIS Labeling Regulations – Shipping containers and cans will be labeled to include all information required by FSIS regulations.
- b) Traceability Code – All cans shall bear a code that is traceable to production lot and date.

4. PALLETIZED UNIT LOADS

Shipping containers will be unitized and delivered on pallets. Pallet loads shall be stacked in a manner that minimizes the overhang of the shipping containers over the edges of the pallets. A sufficient number of principle shipping container display panels shall be exposed to facilitate examinations on each pallet.

- a) Pallet Condition – Only new or well-maintained pallets will be allowed.
- b) Pallet Size – Pallets shall be flush, 48 inches long by 40 inches wide, stringer or block design, partial or full four-way entry, nonreversible, and suitable for use in the shipment of approximately 2,000 pounds of food product.
- c) Plastic Stretch-Wrap – The shipping containers shall be held firmly in place by applying plastic stretch-wrap as tightly as possible around all of the tiers stacked on the pallet.

D. PRODUCT ASSURANCE

1. DELIVERY UNIT

- a) Count and Net Weight – Each delivery unit must comply with the following:
 - (1) 24 Ounce Cans – Each delivery unit will consist of 1,000 shipping containers with a net weight of 36,000 pounds (16,330 kg).
 - (2) 40 Ounce Cans – Each delivery unit will consist of 1,200 shipping containers with a net weight of 36,000 pounds (16, 330 kg).
- b) Size and Style of Container – Only one size and style of unitized containers may be offered in an individual shipping unit.
- c) Sealing – All products must be delivered to AMS destinations under seal.

2. WARRANTY AND COMPLAINT RESOLUTION

- a) Warranty – The contractor will warrant that the product complies with all specification requirements, technical proposal declarations, and provisions set forth in this announcement.
- b) Complaint Resolution – Customer complaint resolution procedures shall be included in the technical proposal. These procedures shall include: a point of contact, investigation steps, intent to cooperate with AMS, and product replacement or monetary compensation. The procedures will be used to resolve product complaints from recipient agencies or AMS.

E. QUALITY CONTROL FOR NON-CONFORMING PRODUCT

The contractor must have documented procedures that assure product which does not meet all of the requirements listed within this specification is not delivered to USDA canned chili purchase programs.

Browser Requirements For DEBES

Netscape 4.07 or above
Internet Explorer 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:

Cipher Strength: 128-bit

If it does not, you will need to download a new version of the browser from Microsoft at <http://www.microsoft.com>.

In Netscape, go to **Help/About Communicator**. The display will show:

**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 URL address is:

<https://pcsd.usda.gov:3077/mdbc1000.exe?>

The **Vendor Practice** site URL address is:

<https://pcsd.usda.gov:3050/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; Vendor Practice is port 3050 and Production is port 3077.

**LIVESTOCK AND SEED PROGRAM
VENDOR REQUEST FOR LOGON IDENTIFICATION (ID) AND PASSWORD
DOMESTIC ELECTRONIC BID ENTRY SYSTEM (DEBES)**

COMPANY INFORMATION:

COMPANY NAME		
Street Address		
City	State	Zip Code
Person to receive Vendor ID and password		
Method to receive Vendor ID and password: (Complete one)		
Telephone: _____		
Fax: _____		
E-Mail: _____		
Assign 5-8 digit alpha/numeric personal identification number (PIN) for company: _____		
(This code will be used as verification by USDA when assigning or resetting a password)		
NAME AND TITLE OF PERSON REQUESTING LOGON ID: (Must be authorized on SF-129 to sign bids)		
Name _____		Title _____
Signature _____		Date _____

TO BE COMPLETED BY USDA:

VENDOR LOGON ID: (“A” and 6 digits)	PASSWORD: (must be changed at first DEBES logon):
Notified: _____ (Company Representative)	Date: _____
USDA Marketing Specialist:	Date:

**PLEASE FAX TO: Contracting Officer, Commodity Procurement Branch, LSP Programs
(202) 720-9538**

FOR INFORMATION CALL (202) 720-2650

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

Expiration Date 01/31/2000

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor=s financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY:

United States Department of Agriculture - Commodity Credit Corporation

AGENCY IDENTIFIER: **USDA-FSA-KCMO** AGENCY LOCATION CODE (ALC): **0000-4992-2** ACH FORMAT: CCD+ CTX CTP **DO NOT COMPLETE THIS BLOCK!**

ADDRESS:

Attn: ACH Disbursements
P. O. Box 419205
Kansas City, Missouri 64141-6205

CONTACT PERSON NAME: **Bob Glenn** TELEPHONE NUMBER: **(816) 926-6988**

ADDITIONAL INFORMATION: **FAX Number: (816) 823-1364**

PAYEE/COMPANY INFORMATION

NAME: SSN NO. OR TAXPAYER ID NO.:

MAILING ADDRESS: ENTITY/MASTER-CONTRACT CODE (If known)
(Attach sheet if more space needed):

DISBURSEMENT STATEMENT MAILING ADDRESS (If different from above):

CONTACT PERSON NAME: TELEPHONE NUMBER:
()

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME: TELEPHONE NUMBER:
()

NINE-DIGIT ROUTING TRANSIT NUMBER
_ _ _ _ _

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER: LOCKBOX NUMBER:

TYPE OF ACCOUNT: CHECKING SAVINGS LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL (Could be the same as ACH Coordinator): TELEPHONE NUMBER:
()

INSTRUCTIONS FOR COMPLETING SF-3881 FORM

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

BURDEN ESTIMATE STATEMENT

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.



United States
Department of
Agriculture

Agricultural
Marketing
Service

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

ADDRESS INFORMATION FOR AMS COMMODITY PURCHASE PROGRAM

Vendor Name and Address: Contracts will be awarded and mailed to address provided.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Fed. Meat Insp. Est. No. Or State Insp. No. as appropriate:	
	Phone:	Fax:
	E-Mail Address:	
Payment Disbursement Statement address: Payments to Vendors must be made electronically. To set up electronic transfer, contact the Kansas City Mgmt. Office (816/926-6988) <input type="checkbox"/> ACH <input type="checkbox"/> In Process	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
	Taxpayer Identification No. (TIN #)	
Plant Address: If Vendor address is same for plant, write "Same". If multiple plants, attach additional pages.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
Plant's Shipping Point Address: If Plant address is same for shipping, write "Same". If multiple shipping points, attach additional pages.	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	
Notice to Deliver Address:	Company Name:	
	Contact:	
	Address-Street:	
	Address-P.O. Box:	
	City, State, Zip:	
	Phone:	

Signature & Title (Authorized Company Representative)

Date

PLEASE RETURN THIS FORM PRIOR TO SUBMITTING A BID
Send by FAX to Contracting Officer, Livestock & Seed Program, AMS, USDA; 202/720-9538.

SOLICITATION MAILING LIST APPLICATION	1. TYPE OF APPLICATION <input type="checkbox"/> INITIAL <input type="checkbox"/> REVISION	2. DATE	OMB No.: 9000-0002 Expires: 10/31/97
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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	4. APPLICANT	a. NAME FI Est. #		
	b. STREET ADDRESS		b. STREET ADDRESS	c. COUNTY	
	c. CITY		d. STATE	e. ZIP CODE	d. CITY

5. TYPE OF ORGANIZATION (Check one)		6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than item 4)	
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> NON-PROFIT ORGANIZATION	a. STREET ADDRESS	b. COUNTY
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF:	c. CITY	d. STATE e. ZIP CODE

7. NAMES OF OFFICERS, OWNERS, OR PARTNERS

a. PRESIDENT	b. VICE PRESIDENT	c. SECRETARY
d. TREASURER	e. OWNERS OR PARTNERS	

8. AFFILIATES OF APPLICANT

NAME	LOCATION	NATURE OF AFFILIATION

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

NAME	OFFICIAL CAPACITY	TELEPHONE NUMBER	
		AREA CODE	NUMBER

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)

11a. SIZE OF BUSINESS (See definitions on reverse) <input type="checkbox"/> SMALL BUSINESS (If checked, complete items 11B and 11C) <input type="checkbox"/> OTHER THAN SMALL BUSINESS	11b. AVERAGE NUMBER OF EMPLOYEES (including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS	11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS \$
12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses) <input type="checkbox"/> DISADVANTAGED BUSINESS <input type="checkbox"/> WOMAN-OWNED BUSINESS		13. TYPE OF BUSINESS (See definitions on reverse) <input type="checkbox"/> MANUFACTURER OR PRODUCER <input type="checkbox"/> CONSTRUCTION CONCERN <input type="checkbox"/> SURPLUS DEALER <input type="checkbox"/> SERVICE ESTABLISHMENT <input type="checkbox"/> RESEARCH AND DEVELOPMENT
14. DUNS NO. (if available)	TIN #	15. HOW LONG IN PRESENT BUSINESS?

16. FLOORSPACE (Square Feet/ft²)		17. NET WORTH	
a. MANUFACTURING	b. WAREHOUSE	a. DATE	b. AMOUNT \$

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)	20. SIGNATURE	21. DATE SIGNED
19b. TITLE OF PERSON AUTHORIZED TO SIGN (Type or print)		

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.