



ANNOUNCEMENT LS-16

MAY 2004

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

I. GENERAL

- A. The United States Department of Agriculture (USDA) will periodically issue Invitations under this Announcement for offers to sell to USDA tuna products as described in the attached References to Applicable Bid and Contract Provisions (see Exhibit A). In addition to product descriptions, this exhibit also provides information on applicable commodity specifications (published separately) and a checklist of applicable bid and contract provisions as described in this Announcement.

The Invitations will specify the can size, offer date, closing time for receipt of bids, the delivery 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 sample 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, Invitations USDA-1, applicable specifications, and Department of Commerce (DOC), National Marine Fisheries Service (NMFS) Instructions. 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 Delivery

Offer prices must be quoted and delivery of product must be on the basis of f.o.b. trucks or railcars at destinations 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 product whether shipped by truck, rail, or piggyback must be palletized and stretchwrapped in accordance with instructions contained in applicable specifications, unless the invitation and subsequent contract specifies “NO PALLETS.” Contractors may arrange for a pallet exchange with consignee; however, USDA is in no way responsible for such arrangements.** Destinations not participating in a pallet exchange program will be noted on Invitations. 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 inspection/certification and acceptance at origin. If transportation is provided by common carrier, the contractor must furnish, in support of the contractor’s invoice, a copy of 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 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, the Offeror must submit an updated Appendix-1 to the Contracting Officer or submit corrections or revisions prior to bid offering.

##### 2. Standard Form 129--Solicitation Mailing List Application

An Offeror intending to submit bids must 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 DOC's establishment 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 and Tax Payer Identification Number (TIN) of the affiliates. An "affiliate" is defined on the back of the form.
- Item 10: The products purchased by USDA, the Offeror is interested in supplying, weekly volume of production, capacity, and percent of capacity available for USDA contracts. Attach a separate list if additional space is needed.
- Item 14: Company's TIN
- Item 16B: Identify the warehouse 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. Facilities used in fulfilling USDA contracts must be operating in accordance with the applicable Food and Drug Administration (FDA) regulations and under NMFS Type I Inspection, which may include Integrated Quality Assurance (IQA) or Hazard Analysis Critical Control Point (HACCP) Quality Management Program (HACCP-QMP).

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 in Appendix-1 on file with the Contracting Officer.

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 an Offeror, contractor and its raw material suppliers must comply with the following requirement:

Contractor shall assure that the fish used in the production of the product under contract with USDA meets all material requirements and other specification provisions as set forth in the applicable product specification.

#### 4. Food Security Requirements

Contractor must have a written food security plan that provides for the security of a plants' production processes. The plan shall address the following areas: 1) food security plan management, 2) outside and inside security of the facility, 3) processing, 4) shipping and receiving, 5) storage, 6) water and ice supply, 7) mail handling, and personnel security. The plan will be subject to periodic review by the AMS, Audit, Review, and Compliance (ARC) Branch. See FSIS Security Guidelines for Food Processors at the following web address: <http://www.fsis.usda.gov/OA/topics/SecurityGuide.pdf>

#### 5. Responsibility of Subcontractors/Suppliers

Contractor shall include, and the 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-16 from subcontractors and suppliers.

Contractor shall include, and the subcontractor must comply with, the domestic products clause in paragraph I. F. in all subcontracts for fish, fish products, or other ingredients used in fulfilling any contracts awarded under this Announcement and obtain certification from subcontractors or suppliers of tuna to be used in fulfilling contracts that they have been approved by NMFS for compliance with domestic origin requirements prior to their performance on the contract. If subcontractor is operating under a segregation plan approved by NMFS, all shipping containers must be labeled as "domestic."

Subcontractors or suppliers of tuna are (1) ineligible 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 in accordance with U.S. Tuna Foundation/NMFS Test Lot Protocol 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 Bid Election 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 their 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 cause serious and substantial damages to USDA and to recipient agencies, some of which cannot be compensated for by liquidated damages.

Contractors delivering 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 cases (pounds) and dates, and (3) actual or expected delivery dates by Notice to Deliver (N/D) numbers (see Article 68 of USDA-1).

E. Buy American Certification

Fish and fish products must be of domestic origin as defined below in Section I.F. 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 tuna used in fulfilling contracts awarded under this Announcement must be produced in the United States. United States-produced (hereafter referred to as U.S.-produced) tuna means originated from the United States, its territories, possessions, Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred to as the United States) and are landed by American flag vessels, and completely processed in the United States. U.S.-produced does not include tuna caught on American flag vessels and processed outside the United States or tuna caught on vessels other than American and processed in the United States. If any fish product originating 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 NMFS and be made available to the Contracting Officer or agent thereof upon request. The contractor will maintain records including, but not limited to, landing vessels, invoices, production and inventory records evidencing product origin, and make such records available for review by the Government in accordance with Article 76 of USDA-1.

Contractor must obtain certification from suppliers either by a letter that identifies product by production lot or caught by American flag vessel statement on the label. Other minor ingredients, such as seasonings, must be U.S.-produced unless such product is not manufactured in the United States.

**Contractor agrees to include this domestic origin certification clause in its entirety in all subcontracts for fish or fish products used in fulfilling any contracts awarded under this Announcement.**

**The subcontractor will deliver only fish or fish products landed by American flag vessels and completely processed in the United States.**

*Prior to performance on USDA contracts or subcontracts, contractors and fish subcontractors must obtain approval of its domestic product program from the NMFS.*

#### G. Dolphin Safe

Tuna will be caught so as to be in compliance with the Marine Mammal Protection Act and will meet the "Dolphin Safe" labeling standard of the Dolphin Protection Consumer Information Act as stated in the Magnuson Fishery Conservation Management Act (16 U.S.C. 1822, as amended).

For canned tuna processed from tuna harvested in the Eastern Tropical Pacific Ocean and used in fulfilling contracts awarded under this Announcement, the Contractor will obtain from the vessel captain a certification signed by a NMFS agent or representative of the Inter-America Tropical Tuna Commission stating that no tuna were caught on a trip using a purse seine net intentionally deployed on or to encircle dolphins; and no dolphins were killed or seriously injured during the sets in which the tuna were caught. The certificates must be kept on file and made available to the inspection/certification agent, the Contracting Officer, or agent thereof, upon request.

#### H. 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) The 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

- 2) competitive advantage in the award of a Federal agency procurement contract;  
or
  - 3) 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.

## II. SERVICE OF PROTEST

- A. 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.
- B. 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.

## III. 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 I. An Offeror must request and receive a DEBES Logon ID in order to access the website (see Attachment II for the form to request a logon ID). Only suppliers deemed responsible by the Contracting Officer will receive a DEBES logon ID.

The DEBES system will generally be available all day Saturday until 9:00 p.m. Central Time, and on Sundays from 8:30 a.m. until 3:30 p.m. Central Time. System availability may at times be subject to interruptions in service due to unscheduled maintenance.

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.

- e. Facilities for receiving offers by FAX are listed below.

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

#### 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, Room 2610-S; Mail Stop 0253; 1400 Independence Avenue, S.W.; Washington, D.C. 20250-0253. Telephone: (202) 720-2650.

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 tuna 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.

Note: Once USDA has established an external portal site, invitations will no longer be sent by FAX, unless requested by supplier or USDA is experiencing technical difficulties at the portal site. Eligible suppliers will be granted access to the site and will be able to subscribe to the appropriate folder. USDA will notify suppliers through a Notice to Trade.

#### C. Delivery Periods

Planned delivery periods for each invitation are included in Exhibit F. USDA may change this schedule or cease purchases depending on market conditions or funding considerations. Contracts will be awarded on a delivery period basis. The delivery period will be a specific period identified with each Invitation to be issued under this Announcement. Bidders are cautioned to refer to the applicable invitation prior to bidding. **Delivery periods will be on a first half/second half of the month basis (e.g., January 1-15 and January 16-31). Contracts awarded on a delivery period basis reflect the recipient's expected delivery schedule.**

#### D. Purchase Units

The purchase unit size for the various tuna products are 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 unit (e.g. 32,400 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

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-16, 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, can size, and price per case 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 case 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.

Estimated number of purchase units by destination will be listed on the Invitation. The Offeror must not indicate the number of purchase units by destination. 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 constraint(s) 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 of each commodity type (if applicable) to be awarded and/or maximum quantity overall for invitation (if applicable), both in number of purchase units and equivalent number of cases identified by number of cans per case and can size (either 12.00 or 66.5 ounce) for delivery to required destinations between (date) and (date).

**NOTES:** If bidding on 12.00 and 66.5-ounce cans, offer may include a maximum quantity to be awarded for each can size and/or maximum overall.

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 delivery 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.

2. By submitting this bid, Offeror certifies it HAS read and DOES agrees to the terms of LS-16; Appendix-1; Inv. \_\_\_\_; Exhibit A dated May 2004; 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. Offers declares the can size dimensions and minimum pressed cake weight for 12.0 ounce cans.

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

### 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 **Livestock and Seed Program, 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-16; the applicable Invitation; Specifications as described in Exhibit A; 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.

Contracts awarded on a delivery basis are hereby amended to change all references to "shipment" or "shipping" to "delivery" in Articles 56(a), 65, and 67 of USDA-1.

If the provisions of contract documents are not consistent, the following priority order will prevail: Invitation, Announcement, Specifications as prioritized in Exhibit A (Checklist and References), Appendix-1, and USDA-1.

### V. PRODUCT SPECIFICATIONS AND CERTIFICATION SERVICES

Canned tuna delivered pursuant to this Announcement and the applicable Invitations shall have been packed in the United States in accordance with: (1) the Commercial Item Description for Tuna, Canned, A-A-20155B, dated September 17, 2002; (2) the Technical Data Supplement for the Procurement of Canned Tuna/Pouch Tuna--TDS-CPT, dated April 2004, including the Federal Food and Drug Administration Standard of Identity and Fill of Container for Canned Tuna, 21 C.F.R. 161.190; (3) the Good Manufacturing Practice regulations (21 C.F.R. Part 110); and (4) regulations (50 C.F.R. Part 260); and additional requirements as prescribed in the USTF/NMFS Test Lot Protocol.

## 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 date of delivery 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 (FNS) Commodity Holds and Recall Process. These costs include, at a minimum, storage, transportation, processing, and distribution of the commodities.

If product under contract is 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 FNS' 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/CERTIFICATION AND CHECKLOADING

Inspection/certification and checkloading as required by Articles 54 and 55 of USDA-1 will be performed by a DOC/NMFS agent. The cost of all services performed by DOC/NMFS agents will be borne by the Contractor. Procedures to be followed and a schedule of fees for these services may be obtained by contacting the nearest DOC, NMFS, Inspection Office listed in Section XI. of this Announcement.

Whether each lot offered for inspection meets the applicable product and container requirements of the contract (including examination for pressed cake weight for 12.00 or 66.5 ounce net weight cans or pouch products) will be determined on the basis of representative sample units drawn as provided and specified in regulations governing processed fishery products (50 C.F.R. Part 260) and U.S. Standards for Condition of Food Containers effective on the date of the Invitation. Prior to sampling, Contractor shall furnish the DOC/NMFS agent with a list of lot numbers/can codes and the approximate number of cases per code. Contractor shall deliver intact lots whenever possible and split or combine lots only when necessary.

Contractor shall not ship the commodity before receipt of delivery instructions from the Farm Service Agency (FSA), Kansas City Commodity Office (KCCO) or before the product has been inspected/certified by the DOC/NMFS agent and found to meet contract specifications.

Contractor shall not deliver the commodity unless he is informed by the DOC/NMFS agent that a designated lot is acceptable. Notice by the DOC/NMFS agent that a designated lot to be delivered does not meet contract requirements shall constitute rejection to the Contractor of such lot.

If commodity is to be transloaded from seavan to truck or rail at port, a DOC/NMFS agent must be present for unloading and loading product under seal.

## VIII. DELIVERY--TRANSFER OF TITLE

### A. Delivery Requirements

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

The contractor must notify State distributing agencies and consignees of delivery. For rail shipment, notification must be made on the day of shipment. For truck delivery, 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 must be requested from the consignee contact party(s) at least 24 hours in advance of delivery.** A copy of the original DOC Memorandum Report of Inspection must accompany each delivery unit so that it will be easily available to the warehouseman or consignee (as applicable) upon arrival.

### B. Tolerances

The contractor must ship the quantity called for on the N/D. No tolerance is provided.

### C. Early Delivery Requests

Requests for permission to deliver in advance of the "Not-Earlier-Than" date given in the N/D must be made to KCCO and approval will be granted if consignee is willing to accept product early and the contractor arranges for the availability of an DOC/NMFS agent to perform necessary checkloading and final acceptance duties 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 consignee's receipt, 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 consignee's receipt or after final inspection/certification of the shipping unit by a NMFS agent. The contractor is responsible for any shortage or damages as evidenced by the consignee's receipt, 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 delivery due to late mailing of N/D 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 Delivery

Timely delivery is important to fulfill the nutritional and dietary needs of persons consuming canned tuna under the Child Nutrition and other food and nutrition programs and for the efficient and proper administration of these programs. Liquidated damages for **delay in delivery** 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 delivery, the date shown on the **bill of lading or other commercial receipt evidencing delivery of product** is considered to be the date of delivery.

## X. INVOICES AND PAYMENT

### A. Delivery 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. Invoicing as provided for on the N/D (Form KC-269) or commercial invoice form;
2. Original DOC Memorandum Report of Inspection issued at time of delivery; and
3. Commercial Bill of Lading or other commercial receipt signed by the recipient agent evidencing date of delivery and quantity of product received.

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. Kansas City Management Office (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 KCMO at the address listed in Section XI. The outside of the package should be marked:  
**“Prompt Pay Provisions Apply--Fish 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 KCMO, Commodity Financial Operations Division, Inventory Control Branch; Telephone (816) 926-6988 or access the form via the Internet at: <https://pcsd.usda.gov:3076/finance/>.

USDA will no longer issue a paper copy of the disbursement statement. Please complete the attached address information form, which identifies payment disbursement statement address as well as other needed information.

**XI. INQUIRIES**

Inquiries pertaining to this solicitation and applicable documents should be directed to the Contracting Officer, Livestock and Seed Program; USDA, AMS, Stop 0253, Room 2610-S; 1400 Independence Avenue, SW; Washington, D.C. 20250. Telephone: (202) 720-2650.

Inquiries concerning inspection and certification should be directed to either:

Deputy Director  
National Seafood Inspection Program  
NOAA/NMFS/F/SI  
1315 East-West Highway  
Room 10842  
Silver Spring, MD. 20910  
Telephone: (301) 713-2355

Director, Southeast Inspection Branch  
National Seafood Inspection Program  
DOC-NOAA-NMFS  
Koger Building  
9721 Executive Center Drive North, Suite 133  
St. Petersburg, FL 33702  
Telephone: (727) 570-5383

Director, Western Regional Inspection Office  
National Seafood Inspection Program  
DOC-NOAA-NMFS  
5600 Rickenbacker Road, Bldg. 7-A  
Bell, CA 90201  
Telephone: (323) 526-7412

Director, Northeast Inspection Branch  
National Seafood Inspection Program  
DOC, NOAA, NMFS  
11-15 Parker Street  
Gloucester, MA 01930  
Telephone: (978) 281-9292

Inquiries concerning **delivery 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

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

/s/ William Sessions 5/10/04

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Deputy Administrator  
Livestock and Seed Program  
Agricultural Marketing Service

Attachments



United States  
Department of  
Agriculture

Agricultural  
Marketing  
Service

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

EXHIBIT A

DATED MAY 2004

**CHECKLIST AND REFERENCES TO APPLICABLE BID AND CONTRACT PROVISIONS**  
**ANNOUNCEMENT LS-16 FOR CANNED/POUCH TUNA PRODUCTS**

Product/ Commodity Box Code	Specifications Listed in Priority Order	Commodity Purchase Code	Packaging and Packing	Minimum Purchase Unit Size/ Shipping Unit	Tolerance Section VIII. B	Shipping Period Section II.C.; IV and VIII	Competition (See Invitation)	Payment Section X
Canned Tuna 12.0 oz	CID A-A-20155B Dated 09/17/2002  TDS-CPT dated April 2004 U.S. Tuna Foundation/NMFS Test Lot Protocol	<a href="#">27-10-14</a>	24/12.00 ounce cans packed 32,400 lbs. Net weight (18g) per shipping container.	32,400 lbs. 1800 cases	NONE	First Half/Last Half of month delivery period.	Full and Open	Upon delivery X.B.
<a href="#">Canned Tuna 66.5 oz</a>		<a href="#">27-10-66</a>	6/66.5 ounce cans	<a href="#">35,910 lbs. 1440 cases</a>	NONE	First Half/Last Half of month delivery period	Full and Open	Upon delivery X.B.
Pouch Tuna 43 oz		<a href="#">27-12-11</a>	8/43 oz (1,220g) pouches per case. The tuna is packed in a flexible, retorted, hermetically sealed pouch with 8 pouches per shipping container and packed to a net weight of 21.5 pounds.	36,120 lbs. 1680 cases	NONE	First Half/Last Half of month delivery period	Full and Open	Upon delivery X.B.
Pouch Tuna 7.06 oz		<a href="#">27-12-10</a>	48/7.06 pouches per case. The tuna is packed in a flexible, retorted, hermetically sealed pouch with 8 pouches per shipping container and packed 48 to a net weight of 21.18 pounds.	36,006 lbs. 1700 cases	NONE	First Half/Last Half of month delivery period.	Full and Open	Upon delivery X.B.

## SAMPLE INVITATION

DATE: CANNED, CHUNK, LIGHT TUNA, ANNOUNCEMENT LS-16, INVITATION NO. \_:

The U.S. Department of Agriculture (USDA) invites offers pursuant to ANNOUNCEMENT LS-16 to sell tuna products for use in Child Nutrition and other Federal food and nutrition programs. Purchases will be made on a delivery 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-16 and must be submitted electronically via the Internet and be received by **1:30 p.m., CENTRAL TIME, \*\*\*Friday, November 28, 2003\*\*\***. Acceptances will be announced by midnight **Friday, December 5, 2003**. Deliveries are to be made in five periods between January 16 and March 31, 2004.

**Offeror must be assigned a Logon ID by USDA to access the site. The internet address is: <https://pcsd.usda.gov:3077/mdbc1000.exe>? Once connected, follow the online procedures. A "HELP" button provides detailed instructions or call 202-720-2650 for assistance.**

Inquiries about ANNOUNCEMENT LS-16 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. Telephone: (202) 720-2650; **FAX (202) 720-9538**.

ANNOUNCEMENT : LS-16  
INVITATION : 100

COMM GROUP : 27 FISH, CANNED  
COMM TYPE : 10 TUNA, CHUNK LIGHT/WATER  
PACK SIZE : 14 24/12 OZ. CANS

ITEM NO	DESTINATION CITY	ST	TRANS RESTR	QUANTITY (CASES)
-----	-----	----	-----	-----

**DELIVERY PERIOD 07/01/04 – 07/15/04**

001	VANDIVER	AL		9,000
002	DURAND	GA	TRUCK ONLY	10,800
003	PALMDALE	FL		1,800

TOTAL QUANTITY FOR COMMODITY TYPE 21,600

TOTAL QUANTITY FOR INVITATION 21,600

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**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		5/27/98		Expires: 10/31/97	
<b>NOTE: Please complete all items on this form. Insert N/A in items not applicable. See reverse for instruction.</b>								
Public reporting burden for this collection of information is estimated to average .58 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.								
3. SUBMIT TO	a. FEDERAL AGENCY'S NAME USDA, AMS, Livestock and Seed Program			4. APPLICANT		a. NAME Surf Tuna Company EI#12-198674		
	b. STREET ADDRESS Room 2610-South, P.O. Box 96456			b. STREET ADDRESS 112 Vista Drive		c. COUNTY		
	c. CITY Washington			d. STATE DC	e. ZIP CODE 20090-6456	c. CITY Encinitas		e. STATE CA
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 Same as #4				
<input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF: California				b. COUNTY				
				c. CITY				
				d. STATE				
				e. ZIP CODE				
7. NAMES OF OFFICERS, OWNERS, OR PARTNERS								
a. PRESIDENT J.E. Bryan			b. VICE PRESIDENT W.C. Edmonds			c. SECRETARY H.D. Wright		
d. TREASURER R.F. Campbell			e. OWNERS OR PARTNERS Shareholders of the Corporation					
8. AFFILIATES OF APPLICANT								
NAME			LOCATION			NATURE OF AFFILIATION		
San Rafael Seafood Company TIN #XXXXXXXXXX			23 Abero Ave., Mill Valley, CA 92645			Controls San Rafael		
9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)								
NAME			OFFICIAL CAPACITY			TELEPHONE NUMBER		
						AREA CODE		NUMBER
William L. Quinn			Production Manager			609		535-6801
Roger Spangenberg			Sales Manager			609		535-6801
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 Canned Tuna			Current Weekly Prod. 25,000 lbs.		Additional Capacity 22,000		% available for USDA Contracts 47%	
11a. SIZE OF BUSINESS (See definitions on reverse)			11b. AVERAGE NUMBER OF EMPLOYEES (Including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS			11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS		
<input checked="" type="checkbox"/> SMALL BUSINESS (If checked, complete items 11B and 11C) <input type="checkbox"/> OTHER THAN SMALL BUSINESS			250			\$ 35,245,000.00		
12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)			13. TYPE OF BUSINESS (See definitions on reverse)					
<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) 02-78396			15. HOW LONG IN PRESENT BUSINESS? 68 years					
16. FLOORSPACE (Square Feet/ft <sup>2</sup> )						17. NET WORTH		
a. MANUFACTURING 44,000			b. WAREHOUSE 150,000*			a. DATE December 31, 1997		b. AMOUNT \$ 8,538,432.95
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) J.E. Bryan			20. SIGNATURE 			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  
Encinitas, CA 92379STANDARD 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 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-16.)

Address to: Contracting Officer, Livestock and Seed Program  
 USDA, AMS, Room 2610-South  
 Agricultural Marketing Service  
 Post Office Box 96456  
 Washington, D.C. 20250  
 Telephone: 202-720-2650

## Section 1--General

1. Surf Tuna Company TEL. 705-555-1715  
 112 Vista Drive  
 Encinitas, CA 92379
2. LS-16/100
3. **Plant** **Shipping Point**  
 Surf Tuna Company Robertson Bonded Warehouse  
 112 Vista Drive 834 Bellwood Avenue  
 Encinitas, CA 92379 Encinitas, CA  
 Telephone 705-342-1715

## Section 2--Offer Form

1. ALTERNATE FORMAT  
 (1) Vandiver, AL, \$27.36 per case (cs) (1) \$27.36 per cs  
 (2) Durand, GA, \$27.52 per case (2) \$27.52 per cs  
 (3) Palmdale, FL, \$28.00 per case (3) \$28.00 per cs

## Section 3--Constraints

1. **Maximum to be awarded** **Delivery Period**  
 5 offer units, 9,000 cases (24/12 oz. cans/case for delivery between \_\_\_\_\_ and \_\_\_\_\_  
 or  
 Maximum 4 units, 5,760 cases (6/66.5 oz. cans/case) for delivery between \_\_\_\_\_ and \_\_\_\_\_.

## Section 4--Certifications

1. Small Business
2. HAS  
 DOES
3. (a) 01/30/04 (date Appendix-1 was signed by Offeror )  
 (b) N/A
4. DOES
5. NO EXISTING CONTRACTS
6. 401 X 202 cans, 7.25 ounces pressed cake weight
7. J. E. Bryan, President. , FAX 705-347-8333, TEL. 705-347-1715  
**(Signature Required)**

## SAMPLE OFFER ELECTRONICALLY SUBMITTED

Submitted at: 02/01/2004 - 10:19:19 am Central Time  
 SURF TUNA COMPANY  
 112 VISTA DRIVE  
 ENCINITAS, CA 92379

LS-16/200, CANNED TUNA

Authorized Changes and Comments						
Date	Time	USDA ID	Comments			
Plant 01-Surf Tuna Company, 112 Vista Drive, Encinitas, CA						
Shipping Point 01-Robertson Bonded Warehouse, 834 Bellwood Avenue, Encinitas, CA						
CANNED TUNA						
Line Item	Pack Size	Destination	Delivery Period	Est CASES	Price/LBS	Tran Mode
001	12 oz.can	VANDIVER, AL	07/01/2004- 07/15/2004	9,000	27.36	
002	12 oz. can	DURAND, GA	07/01/2004- 07/15/2004	10,800	27.52	Truck
003	12 oz. can	PALMDALE, FL	07/01/2004- 07/15/2004	1,800	28.00	

Constraints				
Const #	Max Qty	Plant Location	Shipping Period	Product
1	9	01-Coast Tuna	07/01/2004- 07/15/2004	CANNED TUNA
Certifications				
For this bid your company is designated as: SMALL BUSINESS				
Question			Answer	
<b>01)</b> By submitting this bid, Offeror certifies it HAS read and DOES agree to the terms of LS-16;Appendix-1;Exhibit A dated May 2004 to LS-16; USDA 1, Rev. 2, and Amnds 1, 2, 3, and 4 (Both boxes must be selected)			HAS DOES	
<b>02A)</b> Annual Representations, Certifications and Warranties (Appendix-1) submitted to the Contracting Officer are current, accurate, and complete. Submitted to Contracting Officer (mm/dd/yyyy)			03/30/03	
<b>02B)</b> If Appendix HAS been amended, enter date amended or N/A.			N/A	
<b>03)</b> Offeror certifies that the SF-129 on file with the Contracting Officer is accurate and part of this offer.			DOES	
<b>04)</b> All product required under existing USDA contract(s) or subcontract(s) with a Not Later Than Date prior to this bid opening HAS been delivered.			NO EXISTING CONTRACTS	
<b>05)</b> Can size dimensions and pressed cake weight for 12 ounces cans			401X202 cans, 7.25 ounces	
<b>06)</b> Show name, title, fax number, and phone number of person submitting bid (must be an authorized company representative).			J.E. Bryan, President Fax 705-347-1212 Phone 705-347-1715	

High Bid Price: 27.36 Line Item: 001  
 Low Bid Price: 28.00 Line Item: 003  
 Sum of Bid Prices: 82.88

## PLANNED PURCHASE SCHEDULE (HOUSEHOLD)

INV. NO.	TYPE/UNITS	BID OPENING	AWARD NLT DATE	PRODUCTION	SHIPPING PERIOD
01	Canned Tuna	04/30/04	05/07/04	8 WEEKS	07/01-15/04 07/16-31/04 08/01-15/04 08/16-31/04 09/01-15/04 09/16-30/04
02	Canned Tuna (12 ounce)	07/30/04	08/06/04	8 WEEKS	10/01-15/04 10/16-31/04 11/01-15/04 11/16-30/04 12/01-15/04 12/16-31/04
03	Canned Tuna (12 ounce)	10/15/04	10/22/04	10 WEEKS	01/01-15/05 01/16-31/05 02/01-15/05 02/16-28/05 03/01-15/05 03/16-31/05
04	Canned Tuna (66.5 ounce)	11/12/04	11/19/04	8 WEEKS	01/16-31/05 02/01-15/05 02/16-28/05 03/01-15/05 03/16-31/05
05	Canned Tuna (12 ounce)	01/21/05	01/28/05	9 WEEKS	04/01-15/05 04/16-30/05 05/01-15/05 05/16-31/05 06/01-15/05 06/16-30/05

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.

**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.

USDA HOME PAGE:

**[HTTP://WWW.USDA.GOV](http://www.usda.gov)**

AMS HOME PAGE:

**[HTTP://WWW.AMS.USDA.GOV](http://www.ams.usda.gov)**

AMS COMMODITY PROCUREMENT HOME PAGE:

**[HTTP://WWW.AMS.USDA.GOV/CP](http://www.ams.usda.gov/cp)**

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

**<https://pcsd.usda.gov:3050/mdbc1000.exe?>**

The **Production** site URL address is:

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

### Proxy Servers

Most connection problems are the result of improper browser version, not using 128 bit encryption, and connecting through your corporate proxy server. The proxy server must be set up to allow HTTPS protocol through the appropriate port; 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)		
<b>NAME AND TITLE OF PERSON REQUESTING LOGON ID:</b> (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, LS Program (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:

**DO NOT COMPLETE THIS**

CCD+  CTX  CTP

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

**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:	
	E-Mail address:	
	Phone:	Fax:
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 BY FAX TO:  
Contracting Officer, Livestock & Seed Program, AMS, USDA; 202/720-9538.

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

<b>7. NAMES OF OFFICERS, OWNERS, OR PARTNERS</b>		
a. PRESIDENT	b. VICE PRESIDENT	c. SECRETARY
d. TREASURER	e. OWNERS OR PARTNERS	

<b>8. AFFILIATES OF APPLICANT</b>		
NAME	LOCATION	NATURE OF AFFILIATION

<b>9. PERSONS AUTHORIZED TO SIGN OFFERS AND CONTRACTS IN YOUR NAME (Indicate if agent)</b>			
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)	11b. AVERAGE NUMBER OF EMPLOYEES (Including affiliates) FOR FOUR PRECEDING CALENDAR QUARTERS	11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS
<input type="checkbox"/> SMALL BUSINESS (If checked, complete items 11B and 11C) <input type="checkbox"/> OTHER THAN SMALL BUSINESS		\$

12. TYPE OF OWNERSHIP (See definitions on reverse) (Not applicable for other than small businesses)	13. TYPE OF BUSINESS (See definitions on reverse)		
<input type="checkbox"/> DISADVANTAGED BUSINESS <input type="checkbox"/> WOMAN-OWNED BUSINESS	<input type="checkbox"/> MANUFACTURER OR PRODUCER <input type="checkbox"/> SERVICE ESTABLISHMENT	<input type="checkbox"/> CONSTRUCTION CONCERN <input type="checkbox"/> RESEARCH AND DEVELOPMENT	<input type="checkbox"/> SURPLUS DEALER

14. DUNS NO. (If available)	TIN #	15. HOW LONG IN PRESENT BUSINESS?
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<b>16. FLOOR SPACE (Square Feet/M<sup>2</sup>)</b>		<b>17. NET WORTH</b>	
a. MANUFACTURING	b. WAREHOUSE	a. DATE	b. AMOUNT
		\$	

<b>18. SECURITY CLEARANCE (If applicable, check highest clearance authorized)</b>					
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.