



United States  
Department of  
Agriculture

Agricultural  
Marketing  
Service

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

**ANNOUNCEMENT LS-8**

**APRIL 2004**

**PURCHASE OF POUCH PINK SALMON  
FOR DISTRIBUTION TO  
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 pouch salmon produced from the 2003 Alaskan pink salmon harvest. The salmon must be packed to a net weight of 3.3 pounds in a flexible, retorted, hermetically sealed pouch with 6 pouches per shipping container and 1,820 containers per shipping unit (36,036 pounds). The skinless, boneless, pink salmon must be produced in accordance with the Item Description and Checklist of Requirements (IDCR) for Pouch Pink Salmon, dated August 2003, hereinafter referred to as IDCR (see Attachment I).

The pouch pink salmon will be purchased on a competitive bid basis from suppliers who have met the requirements described in Section I.D.5. Interested suppliers may submit samples and process and quality assurance documentation at any time during this purchase program. Suppliers should allow 10 working days from receipt of the samples and process and quality assurance documentation by USDA for notification of the results of the evaluation of the sample and process and quality assurance documentation. Following the notification of acceptance of the sample and process and quality assurance documentation, the supplier should promptly request a pre-award supplier assessment audit as outlined in Section I.D.5. A supplier is deemed eligible to bid after notification by the Contracting Officer.

Submission of a sample and process and quality assurance documentation 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 A for an example of an Invitation. Bids solicited under this Announcement and applicable Invitations are for delivery of products to USDA on an 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, IDCR, and applicable Audit, Review, and Compliance (ARC) Branch and the 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 Shipment/Delivery

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 the IDCR and the contractor's approved process and quality assurance documentation 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.** Destinations that are known to not participate in a pallet exchange 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 from shifting while in transit.

Contracts will be awarded on an f.o.b. destination or f.a.s. vessel basis with inspection and acceptance at origin and through a pre-award assessment and post-award audits described in section I.D.5. 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-1 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 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 B). 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 product 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. A determination of responsibility contained in Title 48, C.F.R. subpart 9.1 must be made prior to a firm submitting a process and

quality assurance documentation and sample for evaluation. Facilities used in fulfilling USDA contracts must be operating in accordance with the applicable Food and Drug Administration (FDA) regulations and under NMFS Type II Inspection.

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) slaughter and processing, 4) shipping and receiving, 5) storage, 6) water and ice supply, 7) mail handling, and 8) personnel security. The plan will be subject to periodic review by the AMS, ARC Branch. See FSIS Security Guidelines for Food Processors at the following website:<http://www.fsis.usda.gov/OA/topics/SecurityGuide.pdf>

#### 5. Documentation and Assessment Requirements

To become an eligible supplier, the following must be submitted to the Contracting Officer, Agricultural Marketing Service, 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. Process and Quality Assurance Documentation Requirement:
  - 1) Include a detailed description of the item that they plan to offer and each of the production steps that are taken to meet or exceed the minimum product requirements set forth in the 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 and/or DOC. (Check)
  - 3) The contractor must have a segregation plan that assures product which does not conform to the requirements listed within this specification is not delivered to USDA pouch salmon purchase programs.(Act)

- 4) The process and quality assurance documentation shall follow the format as describe in Section II. E., Process and quality assurance documentation format. Offeror's process and quality assurance documentation should be concise and adequately address the requirements set forth in the IDCR.
- 5) The documentation shall be preceded by the following, as required by the template:
  - a) Table of contents listing the major areas as they appear in the process and quality assurance documentation template; and
  - b) List of attachments, forms provided with the proposal, if applicable.
- 6) The process and quality assurance documentation should be written in the following format:
  - a) Do - A description of the production steps taken to meet each requirement.
  - b) Check - Describes all the quality assurance methods used to verify conformances to each requirement. This will include the monitoring and measurements taken during the process (all measurement results should be recorded and made available to AMS and/or DOC).
  - c) Act - A segregation plan that assures product which does not conform to the requirements listed within this specification is not delivered under USDA pouch salmon purchase programs.
- b. Product Sample:
  - 1) For each item offered, three (3) pouches of product. The sample pouches must be labeled to include the ingredients statement and Nutrition Facts Panel that conforms to the IDCR.

**Note: A supplier must submit pouch samples that coincide with the product that is produced under the process and quality assurance documentation.**

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

Once a supplier is notified by the Contracting Officer that samples and process and quality assurance documentation meet the applicable criteria, they should contact the ARC Branch on (202) 720-9759 to schedule a supplier pre-award onsite capability assessment.

c. Assessment by the ARC Branch and NMFS

After the process and quality assurance documentation is evaluated and approved, an ARC Branch auditor and a technical advisor from the NMFS will perform an on-site 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 may apply as determined by the Contracting Officer:

### 1) Pre-Award On-site Capability Assessment:

The pre-award, on-site assessment (audit) will include, but not limited to, a thorough evaluation of the potential contractor's and subcontractor's facilities, processes, quality control program, equipment, procedures, and the appropriate documents and forms used during the production of the pouch pink salmon. Documentation must support the production of product that complies with the IDCR. 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 on-site capability assessment, the ARC Branch auditor will provide a report to the Contracting Officer for final review. After the supplier has satisfactorily completed the pre-award on-site capability assessment, the supplier will receive written notification from the Contracting Officer of their eligibility to bid.

If the report identifies that the process is inadequate, the applicant will be notified by the Contracting Officer that they are ineligible to bid. The applicant will have the opportunity to correct identified deficiencies, modify their process and/or process and quality assurance documentation, and resubmit for further consideration. Eligibility will depend on whether the modifications demonstrate that the potential contractor is capable of delivering pouched pink salmon in compliance with the IDCR and the applicable contractual requirements.

### 2) Post-Award Assessment

Eligible suppliers who receive contracts must have their process and quality assurance documentations and supporting documentation readily available for review by AMS and NMFS 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 NMFS agent(s).

The ARC Branch along with the technical advisor from the NMFS will conduct an onsite audit of the contractor's and subcontractor's facilities and processes. Additional audits will be conducted as determined by the Contracting Officer, but not less than once per month for contractors or subcontractors with continuous or multiple 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 IDCR, applicable assessment by USDA, and the contractor's process and quality assurance documentation approved by the Contracting Officer.

#### 6. Responsibility of Subcontractors/Suppliers

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

Contractors shall include, and subcontractors must comply with, the domestic products clause in paragraph I.F. in all subcontracts for fish or fish products used in fulfilling any contracts under this Announcement. Subcontractors or suppliers of salmon to be used in fulfilling contracts must be approved by the NMFS for compliance with domestic origin and all other applicable requirements prior to their performance on the contract.

Subcontractors or suppliers of salmon: (1) are ineligible to supply product if they do not have a domestic product program approved by the NMFS 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) ***shall be deemed nonresponsible if they are not operating in accordance with the applicable FDA regulations and under NMFS Type II Inspection*** 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.

#### 7. 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 C). 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

damage to USDA and to recipient agencies, some of which cannot be compensated for by liquidated damages.

Contractors 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 or expected shipment 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 salmon 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) salmon means originated from the United States. United States is defined as 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 salmon caught on American flag vessels and processed outside the United States or salmon 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 a NMFS agent 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. 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 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 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 DEBES. Browser Requirements for DEBES for electronic bidding are described in Attachment II. An Offeror must request and receive a DEBES logon ID in order to access the website (see Attachment III 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 C and D provide an example of how offers may be submitted.

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

FAX (202) 720-0949 (24 Hours)

- b. 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. 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 for each invitation are included in Exhibit E. 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 to be issued under this Announcement. Bidders are cautioned to refer to the applicable invitation prior to bidding. **Shipping periods will be on a first half/second half of the month basis (e.g., January 1-15 and January 16-31).**

D. Purchase Units

The pouch pink salmon will be purchased in 3.3 pound marked net weight pouches packed six to a shipping container and 1,860 containers per shipping unit (36,036 pounds) per offer unit. 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., 36,036 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:

#### **Electronic Bid:**

##### **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-8, 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.

NOTE: 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.

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 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 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 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.

2. By submitting this bid, Offeror certifies it HAS read and DOES agree to the terms of LS-8; Appendix-1; Inv. \_\_\_; IDCR, August 2003; Contractor's process and quality assurance documentation approved by the Contracting Officer; AMS auditor'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 shipped/delivered?  
  
 Has  
 Has Not  
 Has Not, But Has Notified C/O  
 No Existing Contracts
6. By submitting this bid, offeror certifies that all product conforms with the IDCR and no changes to the production process and quality assurance documentation have occurred without proper approval by the Contracting Officer.  
  
 Does
7. Show name, title, fax number, and phone number of person submitting this bid (must be an authorized company representative).

#### **Process and Quality Assurance Documentation:**

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

1. The Government has provided a process and quality assurance documentation format which is to be used in preparing the process and quality assurance documentation (see **Exhibit F**, attached). The Offeror shall submit process and quality assurance documentations in both hard copies and an electronic format either on disk (3.5" diskette or CD) or e-mail. The process and quality assurance documentation shall be saved in a portable document format (PDF). This format and electronic form provided will aid in the evaluation of the process and quality assurance documentation.
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 process and quality assurance documentation. Offers submitting the electronic format by e-mail must be sent by the same individual signing the original paper copy of the process and quality assurance documentation. By signing both the process and quality assurance documentation 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 process and quality assurance documentation must be submitted by someone who is authorized by 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
Process and quality assurance documentation 1. 8 1/2" x 11" White Paper; 2. One sided-Single spaced (12 point font); 3. Proposal to be provided in protected document holder; 4. Proposal must contain a cover letter signed by the authorized person submitting proposal; and 5. 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 process and quality assurance documentation to the fullest extent possible. Technical evaluators will not be required to search other subsections or sections of the Offeror's process and quality assurance documentation 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.**

**Process and quality assurance documentation Revisions**

Changes to an Offeror's process and quality assurance documentation 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 the process and quality assurance documentation is critical. All process and quality assurance documentation revisions must meet the following criteria:

1. Any changes to a process and quality assurance documentation made by the Offeror after its initial submittal shall be accomplished by resubmitting replacement pages or an entire process and quality assurance documentation package. The Offeror shall include a cover letter that outlines the changes with a brief explanation for the change(s); the date; and the appropriate page number(s).
2. Must be submitted in the same number of copies as the initial process and quality assurance documentation 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 process and quality assurance documentations 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 **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-8; the applicable Invitation; IDCR, August 2003; applicable ARC Branch and NMFS instructions; contractor's or subcontractor's (manufacturer's) process and quality assurance documentation 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, IDCR, contractor or subcontractor's process and quality assurance documentation approved by the Contracting Officer, AMS Auditor's initial report, Appendix-1, and USDA-1.

#### V. PRODUCT ITEM DESCRIPTION AND CHECKLIST OF REQUIREMENTS; CERTIFICATION, AND AUDIT SERVICES

- A. **Product characteristics must be determined by a DOC, NMFS agent in accordance with the IDCR, August 2003, and under Type II inspection.**
- B. Specifications for the skinless, boneless pouch pink salmon will be set forth in the IDCR, August 2003. If documents are amended, appropriate amendments must be referenced.
- C. Compliance with processing requirements as described in the IDCR, August 2003, and contractor/subcontractor's process documentation and quality control program will be verified through audits by AMS and certification of product characteristics by NMFS agents. The cost of all audits, including the pre-award, on-site assessment, must be borne by the contractor.
- D. Questions concerning charges and the availability of AMS auditors should be discussed with the ARC Branch in Washington, D.C., on (202) 720-9759. Questions concerning charges and the availability of NMFS inspectors should be discussed with the Western Regional Inspection Office in Bell, California, on (323) 526-7412.

## 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. CONTRACTOR CERTIFICATE OF CONFORMANCE 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 through supplier pre-award assessment and post award audits and certification of product characteristics by NMFS agents as described in this Announcement. Contractor shall deliver intact lots whenever possible and split or combine lots only when necessary.

Contractor will perform checkloading examinations as described in the IDCR, August 2003 at the time of shipment and issue a Certificate of Conformance (COC), as described in Exhibit G, at the time of shipment and include with each shipment, a copy of the COC and the DOC, NMFS Memorandum Report of Inspection certificate that contains the following information:

1. Contract Number;
2. Notice to Deliver 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;
7. The delivery unit as specified in the Item Description and Checklist of Requirements;
8. Identity of car or truck (car numbers and letters, seals, truck license, etc.) as applicable;
9. Count and projected net weight verified; and

10. Signature of company official responsible for checkloading.

Product will be accepted based on a COC presented to the DOC, NMFS inspector who will perform final acceptance and checkloading at the time of shipment. Inquiries concerning final acceptance, checkloading, and charges for such services should be discussed with the nearest USDC, NMFS, Inspection Office listed in Section XI. of this Announcement.

## VIII. SHIPMENT--TRANSFER OF TITLE

### A. Shipping Requirements

Shipment must be made in accordance with this Announcement, the applicable Invitation, Articles 56, 57, 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 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 shipment must be requested from the consignee contact party(s) at least 24 hours in advance of delivery.** The contractor must include with each delivery the DOC, NMFS Memorandum Report of Inspection certificate, the COC, 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 delivery and quantity of product received.

### B. Tolerances

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

### C. Early Shipment 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 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 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 shipment or 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 Shipment

Timely delivery is important to fulfill the nutritional and dietary needs of persons consuming pouched pink salmon 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 shipment are payable at the rate of 25 cents per hundredweight for pink salmon products 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 DOC, NMFS Memorandum Report of Inspection certificate and COC 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. Invoicing as provided for on the N/D (Form KC-269) or commercial invoice form;
2. Copy of the contractor's COC;
3. Original of DOC, NMFS Memorandum Report of Inspection certificate issued at time of shipment; and
4. Commercial bill of lading or other commercial receipt signed by 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. 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 KCMO, Commodity Financial Operations Division, Inventory Control Branch; Telephone (816) 926-6988.

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 information needed.

**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 Ave, SW; Washington, D.C. 20250-0253. 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

Chief, Southeast Regional 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

Chief, Western Regional Inspection Office  
National Seafood Inspection Program  
DOC-NOAA-NMFS  
7600 Sand Point Way NE Bldg 32  
Seattle, WA 98115

Telephone: (206) 526-4259

Chief, Northeast Regional Inspection Branch  
National Seafood Inspection Program  
DOC-NOAA, NMFS  
11-15 Parker Street  
Gloucester, MA 01930

Telephone: (978) 281-9292

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

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 (4/12/04)  
Associate Deputy Administrator  
Livestock and Seed Program  
Agricultural Marketing Service

Attachments

**ANNOUNCEMENT LS-8**

**EXHIBIT A**

\*\*\*\*\*  
DATE: POUCH PINK SALMON, ANNOUNCEMENT LS-8, INVITATION NO.

The U.S. Department of Agriculture (USDA) invites offers pursuant to ANNOUNCEMENT LS-8 to sell pouch pink salmon, to be distributed in Federal food and nutrition programs. Purchases will be made on a f.o.b. destination basis to cities indicated below. Destination quantities listed are estimates and are subject to adjustment based on offerings, changes in recipient needs, market conditions, and program operations.

In order to submit offers on this Invitation, Offerors must be deemed eligible by the Contracting Officer.

All offers must be in the format prescribed in LS-8 and be submitted electronically via the internet. Offers must be received by 1:30 p.m., CENTRAL TIME, Friday, \_\_\_\_\_, 2004. Acceptances will be announced by midnight, Friday, \_\_\_\_\_, 2004. Shipments are to be made between \_\_\_\_\_ and \_\_\_\_\_, 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-8 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.

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ANNOUNCEMENT : LS-8  
INVITATION : 100  
  
COMM GROUP : 28 FISH  
COMM TYPE : 40 SALMON, PINK, SKNLS, BNLS-POUCH  
PACK SIZE : 41 6/3.3 LB POUCHES

ITEM NO	DESTINATION CITY	ST	TRANS RESTR	QUANTITY (LBS.)
SHIPPING PERIOD 8/01/04-08/15/04				
001	VANDIVER	AL		108,108
002	DURAND	GA	TRUCK ONLY	216,216
TOTAL QUANTITY FOR COMMODITY TYPE				324,324
TOTAL QUANTITY FOR INVITATION				324,324

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CONTRACTING OFFICER



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

Submitted at: 11/13/2003 - 10:19:19 am Central Time

Mantanuska Seafoods  
 Box 347, Hwy 35  
 Tyonek, AK 98746

## LS-8/100, Pouch Pink Salmon

Authorized Changes and Comments						
Date	Time	USDA ID	Comments			
Plant 01-John James Packing Co., 22 Main Street, Berwyn, ME						
Shipping Point 01-Jones Meat Packing, 22 Main Street, Berwyn, ME						
POUCH PINK SALMON						
Line Item	Pack Size	Destination	Shipping Period	Est LBS	Price/LBS	Tran Mode
001	32-40 LB CTN	VANDIVER, AL	08/01/2004 - 08/15/2004	36,036	1.6023	
002	32-40 LB CTN	DURAND, GA	08/01/2004 - 08/15/2004	36,036	1.6120	Truck

High Bid Price: 1.6023 Line Item: 001  
 Low Bid Price: 1.6120 Line Item: 002  
 Sum of Bid Prices: 3.2143

Constraints				
Const #	Max Qty	Plant Location	Shipping Period	Product
1	10	01-Mantanuska Seafoods	08/01/2004 - 08/15/2004	Pouch Pink Salmon
Certifications				
For this bid your company is designated as: SMALL BUSINESS				
Question			Answer	
<b>01)</b> By submitting this bid, Offeror certifies he HAS read and DOES agree to the terms of LS-8; Appendix-1; Inv. 100; IDCR, JANUARY 2004, USDA 1, Rev. 2, and Amnds1,2,3,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)			4/30/2004	
<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> By submitting this bid, offeror certifies that all product conforms with the Item Description and Checklist of Requirements, dated August 2003 and no changes to the production process or quality assurance documentation have occurred without proper approval by the Contracting Officer			DOES	
<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 302-555-1212 Phone 302-347-1715	

**SAMPLE OFFER WIRE OR LETTER FOR  
MAXIMUMS BY TYPE AND OVERALL MAXIMUMS**

**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: Bids are to be faxed ONLY if electronic bid submission is due to USDA system failure or offeror’s ISP is unavailable. Offerors MUST contact the Contracting Officer prior to faxing offer.**

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-8).

Address to: Contracting Officer, Livestock and Seed Program  
USDA, AMS  
Stop 0253- Room 2610 Stop  
1400 Independence Avenue SW  
Washington, D.C. 20250-0253  
Telephone: (202) 720-2650  
BID FAX NUMBER: (202) 205-1976  
BID RECEIPT VERIFICATION: (202) 720-2104

**Section 1-- General**

- 1. Mantanuska Seafoods. TEL. 705-555-1212  
Box 347, Hwy 35  
Tyonek, AK 98746
- 2. LS8/100,
- 3. **Plant** **Shipping Point**  
Mantanuska Seafoods Lee’s Warehouse  
Box 347, Hwy 35 224 Main Street  
Tyonek, AK 98746 Snohomish, CA 98044

**Section 2 -- Offer Form**

- 1. ALTERNATE FORMAT  
(1) Vandiver, AL, \$1.6023 per lb. (1) \$1.6023 per lb.  
(2) Durand, GA, \$1.6120 per lb. (2) \$1.6120 per lb.

**Section 3-- Constraints**

- 1. Maximum to be awarded: **Shipping Period**  
10 offer units, 360,360 pounds; pouch pink salmon 08/01/04--08/15/04

**TOTAL OVERALL INVITATION---10 OFFER UNITS** Shipment between 08/01/04 and 08/15/04

**Section 4 -- Certifications**

- 1. Small Business
- 2. HAS, DOES
- 3. (a) 04/30/04  
(b) N/A
- 4. DOES
- 5. NO EXISITING CONTRACTS
- 6. DOES
- 7. DOES
- 8. J. E. Bryan, President, Tel. 705-555-1212; FAX 705-347-8333  
**(SIGNATURE REQUIRED)**

**PLANNED PURCHASE SCHEDULE  
2004  
LS-8 (POUCH PINK SALMON)**

INV. NO.	COMMODITY TYPE	BID OPENING	AWARD DATE (NOT LATER THAN)	SHIPPING PERIOD
001	Pouch Pink Salmon	5/7	5/14	08/1-15/2004 08/16-31/2004 09/1-15/2004

**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

**(Pouch Pink Salmon)**

[Company Name]

[Company Address]

**Process and quality assurance documentation 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 Process and quality assurance documentation)*The process and quality assurance documentation 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 is addressed in the process and quality assurance documentation.
  
- II. **CHECKLIST OF REQUIREMENTS** - Please provide a brief description of the production steps (do), quality assurance (check) and segregation (act) measures that the company took to assure compliance with the checklist of requirements section of the specification.
  - A. **MATERIALS** - Please provide a brief description of the production steps (do), quality assurance (check) and segregation (act) measures that the company took 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. **SALMON – (do, check)**
  - a. **Domestic origin**
  - b. **Watermark pink salmon**
  - c. **Hatchery brood**
  - d. **Percent of pink salmon**
  - e. **Skinless/Boneless**
  - f. **Trimmings**
  - g. **Free of Objectionable materials**
2. **COLOR OF OIL**
3. **COLOR OF FLESH**
4. **TEXTURE OF FISH**
5. **NON-FISH INGREDIENTS– (do, check)**
6. **STYLE**
7. **SALT/SODIUM LEVEL– (do, check)**

- B. PREPARATION FOR DELIVERY - Please provide a brief description of the production steps (do), quality assurance (check) and segregation (act) measures that the company took to assure compliance with the preparation for delivery section of the specification.**
- 1. PACKAGING – (do, check)**
  - 2. PACKING – (do, check)**
  - 3. LABELING – (do, check)**
  - 4. PALLETIZED UNIT LOADS – (do, check)**
  - 5. TRACEABILITY AND SHIPMENT – (do, check)**
- C. WARRANTY AND COMPLAINT RESOLUTION - Please provide a brief description of the production steps (do), quality assurance (check) and segregation (act) measures that the company will do to assure compliance with the warranty and complaint resolution section of the specification.**

**Attachments or Appendixes**

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

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

**CERTIFICATE OF CONFORMANCE FOR  
THE PROCUREMENT OF SKINLESS/BONELESS PINK SALMON  
FLEXIBLE RETORTABLE POUCHES**

**CERTIFICATE OF CONFORMANCE**

I certify the following:

- (1) On [shipping date], [Contractor's name] furnished the pouched pink salmon called for by Contract Number [ ] for product shipped under Notice-to-Deliver Number [ ] in accordance with all applicable requirements.
- (2) The pouched pink salmon 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 Process and quality assurance documentation 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:

**ITEM DESCRIPTION AND  
CHECKLIST OF REQUIREMENTS  
FOR POUCH PINK SALMON – AUGUST 2003**

**APPROVED**

STDZ RM 2603 04/05/04

**I. ITEM DESCRIPTION**

Skinless, boneless, pink salmon packed in 3.3 pounds flexible retortable pouch.

**II. CHECKLIST OF REQUIREMENTS**

Product shall be produced under the current Salmon Control Plan, a cooperative agreement between participating packers, the National Food Processors Association, and the Food and Drug Administration, and all applicable Federal Acts and regulatory references cited therein, which are in effect on the date of production.

**A. MATERIALS**

The pouch salmon shall be derived from raw material having characteristics that are indicative of good quality pink salmon. These include, but are not limited to, firmness and color of flesh typical of the species, and no off-odor of the gills and gut cavity.

**1. SALMON**

- a. Only current season, fresh or frozen pink salmon (*Oncorhynchus gorbuscha*) landed by American flagged vessels and that are completely processed in the United States shall be used.
- b. Watermark pink salmon that has an impact on flavor and odor shall not be used.
- c. Hatchery brood carcasses shall not be used.
- d. The pouch salmon shall consist of not less than 95% pink salmon.
- e. Only deep skinned and boneless pink salmon fillets shall be used.
- f. Trimmings produced from fillets during the same production day and derived from deep skinned fillets may be included at a level not to exceed 8 percent by weight of the fillets.
- g. The washed pink salmon shall be free of objectionable materials, including but not limited to, heads, gills, tails, viscera, blood marks, bruising, collar cartilage, fins and foreign materials.

**2. COLOR OF OIL**

Pink to light yellow

**3. COLOR OF FLESH**

Pink to light pink

**4. TEXTURE OF FISH**

Moderately firm to slightly soft (but not mushy)

## **5. NON-FISH INGREDIENTS**

Significant ingredients (more than 1 percent) shall be derived from U.S. produced products when U.S. produced products are available from ingredient suppliers.

Seasonings and other ingredients may be used to produce products with mild flavor profiles suitable for institutional feeding systems.

The pouch salmon shall consist of not more than 5% non-fish ingredients.

## **6. STYLE**

Skinless, backbone and rib bones removed.

## **7. SALT/SODIUM LEVEL**

Pouch salmon shall contain no more than 1.5 percent salt. Monosodium glutamate is not allowed.

## **B. PREPARATION FOR DELIVERY**

The delivered product shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, processing, packaging, labeling, storage, distribution, and sales of the product within the commercial marketplace.

Delivered product shall conform in every respect to the provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder. Delivered product shall also meet with the provisions of regulations found in CFR 50, Subchapter G – Processed Fishery Products, Processed Products Thereof, and Certain Other Processed Food Products, Part 260, Inspection and Certification.

### **1. PACKAGING**

The pink salmon shall be packaged in flexible, retortable, hermetically sealed pouches.

### **2. PACKING**

Six (6), 3.3 pound pouches net weight shall be packed into a shipping container. Each delivery unit shall consist of 1,820 shipping containers with a net weight of 36,036 pounds.

Only one size and style of shipping container shall be offered in an individual shipping unit.

Shipping containers shall have a minimum of 250 psi bursting strength and/or an edge crush test of 40 pounds per inch. The shipping containers shall be in compliance with the National Motor Freight Classification, or the Uniform Freight Classification, as applicable.

**3. LABELING**

Both primary containers and shipping containers shall be labeled to include all information required by United States Department of Commerce regulations and shall have a printed code that is traceable to the production lot and date. Nutrition Facts labeling, based on actual nutritional analysis of the product, is required on primary containers.

**4. PALLETIZED UNIT LOADS**

Unless otherwise specified in the invitation, all truck, rail, and piggyback shipments of product shall be unitized by stacking the shipping containers on new or well-maintained pallets. 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.

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.

Pallet loads shall be stacked in a manner that minimizes the overhang of the shipping containers over the edges of the pallets and exposes the principle shipping container display panel of all boxes to facilitate certification examinations.

**5. TRACEABILITY AND SHIPMENT**

All primary containers and shipping containers shall have a printed code that is traceable to production lot and date. All products must be delivered to Agricultural Marketing Service destinations under seal.

**C. WARRANTY AND COMPLAINT RESOLUTION**

A warranty, a "best-if-used-by" date, and a customer service clause that includes customer complaint resolution procedures shall be included in the technical proposal. These procedures shall be used to resolve product complaints from recipient agencies or AMS.

### 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:

<b>COMPANY NAME</b>		
<b>Street Address</b>		
<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Person to receive Vendor ID and password</b>		
<b>Method to receive Vendor ID and password: (Complete one)</b>		
----- <b>Telephone:</b>		
----- <b>Fax:</b>		
----- <b>E-Mail:</b>		
<b>Assign 5-8 digit alpha/numeric personal identification number (PIN) for company: _____</b> (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 _____		
<b>Signature</b> _____ <b>Date</b> _____		

## TO BE COMPLETED BY USDA:

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

Please return this form by fax to: Contracting Officer, Commodity Procurement Branch, LS Program  
(202)720-9538.

FOR INFORMATION CALL (202) 720-2650

**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](http://www.ams.usda.gov)**

<b>ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM</b>		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.		
<b>PRIVACY ACT STATEMENT</b> 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.		
<b>AGENCY INFORMATION</b>		
FEDERAL PROGRAM AGENCY: <p style="text-align: center;">United States Department of Agriculture - Commodity Credit Corporation</p>		
AGENCY IDENTIFIER: <b>USDA-FSA-KCMO</b>	AGENCY LOCATION CODE (ALC): <p style="text-align: center;"><b>0000-4992-2</b></p>	ACH FORMAT: <b>DO NOT COMPLETE THIS BLOCK!</b> <input type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP
ADDRESS: <p style="text-align: center;">Attn: ACH Disbursements P. O. Box 419205 Kansas City, Missouri 64141-6205</p>		
CONTACT PERSON NAME: <p style="text-align: center;">Bob Glenn</p>		TELEPHONE NUMBER: <p style="text-align: center;">( 816 ) 926-6988</p>
ADDITIONAL INFORMATION: <p style="text-align: center;">FAX Number: 816-823-1364</p>		
<b>PAYEE/COMPANY INFORMATION</b>		
NAME:		SSN NO. OR TAXPAYER ID NO.:
MAILING ADDRESS:		ENTITY/MASTER-CONTRACT CODE <i>(If known) (Attach sheet if more space needed):</i>
DISBURSEMENT STATEMENT MAILING ADDRESS <i>(If different from above):</i>		
CONTACT PERSON NAME:		TELEPHONE NUMBER: <p style="text-align: center;">(       )</p>
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:		
<b>FINANCIAL INSTITUTION INFORMATION</b>		
NAME:		
ADDRESS:		
ACH COORDINATOR NAME:		TELEPHONE NUMBER: <p style="text-align: center;">(       )</p>
NINE-DIGIT ROUTING TRANSIT NUMBER <p style="text-align: center;">_ _ _ _ _</p>		
DEPOSITOR ACCOUNT TITLE:		
DEPOSITOR ACCOUNT NUMBER:		LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX		
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL (Could be the same as ACH Coordinator):		TELEPHONE NUMBER: <p style="text-align: center;">(       )</p>
Form designed using WordPerfect 6.1 for Windows - USDA-FSA NSN 7540-01-274-9925 Prescribed by Department of Treasury		<b>SF-3881</b> (Rev. 12/90) 31 U S C 3322; 31 CFR 210

## **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 record keeper, 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

Agriculture  
Marketing  
Service

Stop 0253-Room 2610-S  
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	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)		B. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED (If different than item A)			
<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 \$
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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	
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14. DUNS NO. (If available)	TIN #	15. HOW LONG IN PRESENT BUSINESS?
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16. FLOORSPACE (Square Feet / M <sup>2</sup> )		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)		

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition not usable

STANDARD FORM 129 (REV. 12-96)  
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.