Poultry Programs

May 1998

ANNOUNCEMENT PY-220

Purchase Of

CHICKEN AND CHICKEN PRODUCTS

For Distribution To Eligible Outlets

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Announcement PY-220

I. GENERAL

A. The United States Department of Agriculture (USDA) will periodically issue an Invitation for offers (Invitation) under this Announcement to sell to USDA broiler/fryer chicken or chicken products (commodity). The applicable Commodity Specifications, listed below, are published separately and are incorporated herein and made a part hereof.

Commodity Specification for Chicken Parts dated April 1998

- Breast and Leg Quarters (221140)
- Cut-up (221240)
- Drumsticks (221940)
- Leg Quarters (222640)
- Thighs (222840)

Commodity Specification for Batter/Breaded Chicken Parts dated April 1998

- Cooked (221530)

Commodity Specification for Bulk Pack Chicken and Chicken Parts dated April 1998

- Bulk Pack, Small (221690)
- Bulk Pack, Large (222590)
- Leg Quarters, Bulk Parts (224090)
- Chicken Legs, Bulk Parts (224190)
- Thighs, Bulk Parts (224290)
- Drumsticks, Bulk Parts (224390)

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

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

D. Responsibility of Offeror

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

In addition to the certifications required by Parts C and D of USDA-1, the offeror must also certify in item 7 of Appendix-1 that (1) all producing plants specified in the offer are facilities operating under the provisions of the PPIA; (2) neither the offeror nor any of its officials are currently suspended or debarred as defined under 48 C.F.R. § 9.4; (3) the offeror will identify to the Contracting Officer all prospective subcontractors and suppliers subject to the PPIA and request a determination of responsibility prior to their performance; (4) the offeror will only utilize those subcontractors or suppliers in fulfilling the contract who have been approved by USDA; and (5) the offeror will include these certification requirements in every subcontract for the poultry component of this commodity.

Bidders are cautioned NOT to BID on quantities in excess of what they can reasonably expect to timely deliver in accordance with the contract. Deliveries must be made during the contracted delivery period and no extensions will be granted due to weekends or Federal holidays. Because this commodity is used in domestic food programs, on-time delivery is imperative. See section VIII.B. as to the importance of timely delivery and the difficulty inherent in quantifying actual damages for delay in delivery. Late deliveries cause serious and substantial damages to USDA and to other agencies that use this commodity. Contractors must inform the Contracting Officer, as soon as possible, of late deliveries and how soon delivery can be expected. Offeror must certify to timely performance on outstanding contracts in each offer. An offeror may be deemed nonresponsible if the offeror, on other contracts with USDA, is shipping/delivering late and the late shipment/delivery is not due to causes beyond the contractor's control or negligence. This provision is a deviation from 48 C.F.R. §§ 9.103(b) and 19.6.

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

E. Buy American Certification

End products furnished must be of domestic origin as defined in I.F. below. This provision is a deviation from 48 C.F.R. Part 25 and for the purposes of this Announcement replaces Article 49 of USDA-1.

F. Domestic Products

The commodity must be produced and processed from poultry and/or egg products including maltodextrin (products) which were produced, raised, and processed in the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territories of the Pacific Islands. If the contractor processes or handles products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands, the contractor must have an acceptable identification and segregation plan for those products to ensure they are not used in commodities purchased under this Announcement. This plan must be made available to a representative of the Grading Branch, Poultry Programs, AMS, USDA (grader), and the Contracting Officer or agent thereof upon request. The contractor must ensure that both the contractor and subcontractor(s) maintain records such as invoices, or production and inventory records evidencing product origin, and make such records available for review by the Government in accordance with Article 76 of USDA-1. The burden of proof of compliance is on the contractor. Failure to observe this requirement may lead to suspension or debarment, contract termination, and penalties at Title 18, Section 1001 of the US Code concerning falsification of information. The attached form (EXHIBIT 3) must be provided to the USDA Grader prior to performance in this program.

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

1. If the Government receives information that a contractor or 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, 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 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 Announcement.

II. SUBMISSION OF OFFERS

A. How to Submit Offers

Offers must be submitted by mail, telegraph, telecopier (FAX), or hand delivery. Facilities for receiving offers by FAX are:

	(Answer Back)
Telecopier (FAX):	202-720-7271 (24 Hours)
Verification:	202-720-2104 (7:00 a.m.- 4:15 p.m., Washington, DC time, Mon.-Fri.)

If the offer is sent by mail or hand delivered, place the notation "Do not open until prescribed time per Announcement PY-220" on lower left-hand corner of the envelope. Offerors may contact the Contracting Officer to verify receipt of a mailed offer prior to the time set for receipt of offers by telephoning (202) 720-7693.

B. Where and When to Submit Offers

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

For U.S. Postal Service Priority Mail and Mailed Offer Form -

Contracting Officer
USDA/AMS/Poultry Programs
Commodity Procurement Branch STOP 0260
P.O. Box 96456
Washington, DC 20090-6456

For U.S. Postal Service Express Mail, Private Express Services (DHL, Federal Express, etc.), telegraphic, and FAX -

Contracting Officer
USDA/AMS/Poultry Programs
Commodity Procurement Branch STOP 0260
1400 Independence Avenue SW
Washington, DC 20250-0260

Offers, modifications, or withdrawals of offers must be received in the USDA-Agricultural Marketing Service (AMS)-Science and Technology Programs (STP)-Information Technology (IT), the USDA mailroom, or, if hand delivered, the office of the Contracting Officer, Room 3943-S, in Washington, DC, not later than 1 p.m., Washington, DC time on the first and third Monday of each month as indicated in the Invitation. In the event Monday falls on a nonworkday for USDA employees in the District of Columbia, offers, modifications, or withdrawals are to be received not later than 1 p.m., Washington, DC time on the next succeeding business day. Whether an offer, modification, or withdrawal is received within the time limitation will be determined by the time stamp recorded by the USDA-AMS-STP-IT (if by telecopier or telegraphic) or, in the case of mail, the time stamp recorded by the USDA mailroom in Washington, DC. For hand-delivered offers, modifications, or withdrawals, the time of receipt will be determined by the time recorded by the office of the Contracting Officer in Washington, DC.

C. What to Submit

An offeror must have completed and submitted a Solicitation Mailing List Application (Standard Form 129) and Appendix-1, which must be signed by a duly authorized officer of the company, prior to making an offer. If not already received, copies of Standard Form 129 and Appendix-1 may be obtained from the Contracting Officer. An offeror who has previously provided a Standard Form 129 must furnish updated information only.

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

Items 4 and 8: The Federal inspection plant number.

Item 8: Identify all affiliates, including any parent company.

Item 10: The products the offeror is interested in supplying, weekly volume of production, and percent of capacity available for USDA contracts.

Item 16B: Identify the freezer or warehouse to be used and its storage capacity.

Items 19 and 20: Must be an officer of the company, as identified in item 7.

An offer must include each of the following numbered items in the order listed. (See EXHIBIT 2 of this Announcement for examples of offers.)

1. Offer is made subject to Announcement PY-220; Appendix-1; the Commodity Specifications dated April 1998; Invitation No. _____; and USDA-1.

NOTE: If documents are subsequently amended, offers must reference such Amendments.

2. Name, complete address of offeror, telephone number, and return number for FAX.

NOTE: If more than one return number is listed, the first one will be used for any acceptance wire.

3. _____ (total number of) purchase units for each commodity type offeror is willing to sell (not less than one purchase unit) for delivery between _____ and _____.

NOTE: Show the number of purchase units offered for each commodity type for each processing plant if offering from more than one.

4. Item number listed on applicable Invitation, destination,* and price per pound delivered to specific destination for each processing plant, if more than one processing plant will be used.

*OFFEROR MAY, AT OFFEROR'S OWN RISK, EXCLUDE THE NAME OF THE DESTINATION. ERRORS IN ITEM NUMBER WILL NOT BE APPARENT TO THE CONTRACTING OFFICER.

NOTE:

a. Offers will be made and considered only for one delivered price per pound for each processing plant for each item number listed on the Invitation.

b. The Invitation will indicate any restrictions in the mode of shipment on particular destinations by indicating "Truck Only" or "Rail Only."

c. Offers should include as many item numbers as desired.

d. Offers must not indicate the number of purchase units by item number or by delivery option.

5. Name and location (include complete street address and county) of (a) each final processing plant and (b) shipping point for each processing plant. Only one shipping point can be listed for each processing plant. If the shipping point is the same as the processing plant, state "Same."

6. Name, complete mailing address, and telephone number of office or person to receive shipping and delivery instructions.

7. Timely performance certification. Answer (a), (b), or (c) as appropriate.

(a) The Offeror (HAS) completed required performance of any contracts with USDA prior to this bid opening; OR

(b) The Offeror (HAS NOT) completed required performance of any contracts with USDA prior to this bid opening and (HAS) (HAS NOT) notified the Contracting Officer; OR

(c) The Offeror (DOES NOT) have outstanding contracts with USDA.

8. Certificate of Independent Price Determination

(a) Offeror certifies that the person submitting this bid, as identified in item 10 below, (IS) the person in offeror's organization responsible for determining the prices being offered in this bid, and that the signatory (HAS NOT) participated and (WILL NOT) participate in any action contrary to subparagraphs (a)(1) through (a)(3) of the "Certificate of Independent Price Determination" clause of Article 30 of USDA-1; or

(b) Offeror certifies that the person submitting this bid, as identified in item 10 below, (IS) an authorized agent for (name of principal), and (DOES) certify that the principal named above has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of the "Certificate of Independent Price Determination" clause of Article 30 of USDA-1; and, as agent, (HAS NOT) personally participated and (WILL NOT) participate in any action contrary to subparagraphs (a)(1) through (a)(3).

9. Offeror (a) (DOES) (DOES NOT) certify that annual certifications, representations, and warranties dated (date Appendix-1 was signed by officer) which are incorporated herein by reference as Appendix-1, have been submitted to the Contracting Officer issuing this solicitation and that Appendix-1 is current, accurate, and complete as of the date of this offer and are a part of this offer; and (b) (HAS (HAS NOT) submitted changes or additions to Appendix-1 with this offer.

10. Signature and title of person, if mailed, telecopied, or hand carried, or name and title of person authorized to execute contracts on behalf of offeror, if offer is submitted by telegram, datagram, or mailgram. (See Article 6 of USDA-1.)

EXHIBIT 2 provides examples of how offer wires or letters may be submitted.

III. ACCEPTANCE OF OFFERS

The Government will award contracts resulting from this solicitation to responsible offerors whose offers conform to the Announcement and the applicable Invitation and whose offers are most advantageous to the Government in terms of, but not limited to, price, quantity requirements, and transportation costs. Acceptance of offers will be made by prepaid telegram or FAX filed at Washington, DC, not later than midnight, Washington, DC time, the Friday following the day for receipt of offers. The actual time of award is the time stamped on the acceptance wire at time of receipt by the USDA-AMS-STP-IT. A notice of award will be issued in the form of a Food Purchase Report or other public announcement posted at the Department's Office of Public Affairs, News Division, after award and after 3 p.m., Washington, DC time, on the day of acceptance. After award information is posted, inquiries may be made to a USDA-AMS Poultry Programs Market News Office or the Contracting Officer. Failure to accept an offer will constitute rejection. Acceptance as specified above will result in a binding contract without further action by either party. The actual time of award described herein is a deviation from 48 C.F.R. § 14.407-1. Information on awards is also available electronically through the USDA, AMS Home Page at http://www.ams.usda.gov/cp after award.

IV. PROVISIONS OF CONTRACT

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

V. CONTRACT COMPLIANCE

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

VI. SHIPMENT AND DELIVERY

Shipment and delivery must be made in accordance with this Announcement, the applicable Commodity Specification, the applicable Invitation, and Articles 56, 57, and 64 of USDA-1, as amended by this Announcement.

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

A. Truck

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

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

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

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

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

B. Railcar or Piggyback

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

VII. LOSS DUE TO DETERIORATION OR SPOILAGE

The contractor is liable for losses due to deterioration or spoilage, for which the contractor is responsible, in accordance with the provisions of Article 61 of USDA-1 if these losses were discovered for:

Breast and Leg Quarters, Cut-up, Drumsticks, Leg Quarters, and Thighs (frozen) - within 6 months of date of delivery,

Cooked (frozen) - within 4 months of date of delivery,

Bulk Pack and Bulk Parts (fresh chilled) - within 10 days of date of delivery, and

Bulk Pack and Bulk Parts (frozen) - within 2 months of date of delivery.

VIII. LIQUIDATED DAMAGES

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

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

B. Compensation to USDA for Delay in Delivery

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

IX. INVOICES AND PAYMENT

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

A. USDA Form KC-269 or commercial invoice form;

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

1. A copy of the Consignee Receipt (or other commercial receipt evidencing delivery) as provided on the Notice to Deliver (KC-269), or destination USDA

Poultry Products Grading Certificate evidencing delivery of product other than chilled bulk pack; or

2. Original destination USDA Poultry Products Grading Certificate for chilled bulk pack.

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

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

Interest will be paid in accordance with the provisions of the Prompt Payment Act (31 U.S.C. § 3902) if payment is made beyond the seventh day after the date of delivery. For the purpose of payment, the date of delivery of each shipment of product will be the date of receipt by KCMO of a properly prepared invoice package for the product.

Payments may be made directly to a financial banking institution. To receive payments electronically, Form SF-1199A, Direct Deposit Sign-up Form, can be obtained from KCCO, Commodity Financial Operations Division, ICB; Telephone (816) 926-2550. Recent legislation requires that eventually all Government payments must be made electronically. USDA will fully implement this requirement by January 1, 1999.

When payment by electronic transfer has been established, the Contractor must notify the Contracting Officer of the mailing address for the disbursement statement.

X. INQUIRIES

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

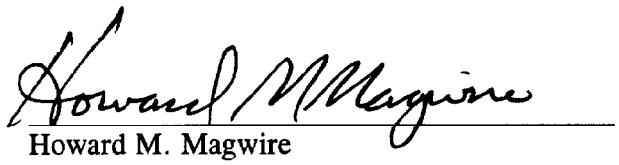
Contracting Officer
USDA/AMS/Poultry Programs
Commodity Procurement Branch STOP 0260
P.O. Box 96456
Washington, DC 20090-6456
Telephone: (202) 720-7693

B. Inquiries concerning shipping instructions should be directed to:

Director, Kansas City FSA Commodity Office
U.S. Department of Agriculture
P.O. Box 419205
Kansas City, Missouri 64141-6205
Telephone: (816) 926-6068

C. Inquiries concerning payment should be directed to:

Director, Kansas City FSA Management Office
U.S. Department of Agriculture
ATTN: Fiscal Operations Division
P.O. Box 419205
Kansas City, Missouri 64141-6205
Telephone: (816) 926-6205



Howard M. Magwire
Associate Deputy Administrator

EXHIBIT 1

PY-220

SOLICITATION MAILING LIST APPLICATION

1. TYPE OF APPLICATION: [X] INITIAL [ ] REVISION | 2. DATE: 5-1-98 | OMB No.: 9000-0002 Expires: 10/31/97

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

Public reporting burden for this collection of information is estimated to average .58 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

3. SUBMIT TO

a. FEDERAL AGENCY'S NAME: USDA/AMS/Poultry Programs

b. STREET ADDRESS: 1400 Independence Ave., SW Room 3943-S

c. CITY: Washington | d. STATE: DC | e. ZIP CODE: 20050

4. APPLICANT

a. NAME: Potomac Poultry Co.

b. STREET ADDRESS: 1776 Mt. Vernon Ave. | c. COUNTY: Lincoln

d. CITY: Washington | e. STATE: DC | e. ZIP CODE: 20250

5. TYPE OF ORGANIZATION *(Check one)*

[ ] INDIVIDUAL [ ] NON-PROFIT ORGANIZATION

[ ] PARTNERSHIP [X] CORPORATION, INCORPORATED UNDER THE LAWS OF THE STATE OF: Virginia

6. ADDRESS TO WHICH SOLICITATIONS ARE TO BE MAILED *(If different than Item 4)*

a. STREET ADDRESS: Same as 4 | b. COUNTY:

c. CITY: | d. STATE: | e. ZIP CODE:

7. NAMES OF OFFICERS, OWNERS, OR PARTNERS

a. PRESIDENT	b. VICE PRESIDENT	c. SECRETARY
M. Washington	G. Washington	Henry Chicken
d. TREASURER	**e. OWNERS OR PARTNERS**	
Lucy Goosey	M. and G. Washington	

8. AFFILIATES OF APPLICANT

NAME	LOCATION	NATURE OF AFFILIATION
Also include Federal inspection number(s).		

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

NAME	OFFICIAL CAPACITY	TELEPHONE NUMBER	
		AREA CODE	NUMBER
G. Washington	Vice-President	202	455-3156

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)*

* Cut-up Chicken 600,000 lbs/wk 50% avail for USDA contracts

11a. SIZE OF BUSINESS *(See defintions on reverse)*: [X] SMALL BUSINESS *(If checked, complete Items 11B and 11C)* [ ] OTHER THAN SMALL BUSINESS

11b. AVERAGE NUMBER OF EMPLOYEES *(Including affiliates)* FOR FOUR PRECEDING CALENDAR QUARTERS: 200

11c. AVERAGE ANNUAL SALES OR RECEIPTS FOR PRECEDING THREE FISCAL YEARS: $5,000,000.00

12. TYPE OF OWNERSHIP *(See definitions on reverse) (Not applicable for other than small businesses)*: [ ] DISADVANTAGED BUSINESS [X] WOMAN-OWNED BUSINESS

13. TYPE OF BUSINESS *(See definitions on reverse)*: [X] MANUFACTURER OR PRODUCER [ ] CONSTRUCTION CONCERN [ ] SURPLUS DEALER [ ] SERVICE ESTABLISHMENT [ ] RESEARCH AND DEVELOPMENT

14. DUNS NO. *(If available)*: 22-77895

15. HOW LONG IN PRESENT BUSINESS?: 10 years

16. FLOOR SPACE *(Square Feet/M²)*

a. MANUFACTURING: 75,000 | b. WAREHOUSE: 50,000

17. NET WORTH

a. DATE: January 1, 1998 | b. AMOUNT: $25,000,000.00

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
M. Washington	M. Washington	May 1, 1998
19b. TITLE OF PERSON AUTHORIZED TO SIGN *(Type or print)*		
President		

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

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

* Use additional sheets if needed.

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.

EXHIBIT 2
Sample Formats for Submitting Offers

The following formats, which contain all the necessary information for an offer, will assist you in submitting your offer at minimum cost and in a concise and orderly manner. When submitting offers, please list in numerical order the required information as in the following examples (see Section II.C):

Example No. 1

1. Offer is made subject to Announcement PY-220; Appendix-1; the Commodity Specifications dated April 1998; Invitation No. _____; and USDA-1[1]

2. Potomac Poultry Co.
1776 Mt. Vernon Avenue., NW
Washington, DC 20250
Telephone No. 202-455-3156 FAX No. 801-447-7693

3. 4 purchase units, Cut-up
6 purchase units, Cooked
2 purchase units, Bulk Pack, Small
for delivery between _____ and _____.

4.

		ALTERNATE FORMAT[2]
Cut-up		
(1) Charlotte & Monroe, NC	$0.5050 per lb.	(1) $0.5050 per lb.
(6) Cleveland, OH	$0.5130 per lb.	(6) $0.5130 per lb.
Cooked		
(10) Zeeland, MI	$1.1000 per lb.	(10) $1.1000 per lb.
Bulk Pack, Small		
(15) Portland, ME	$0.4700 per lb.	(15) $0.4700 per lb.

5. (a) Potomac Poultry Company
1776 Mt. Vernon Avenue, SE
Washington, DC 20250
(Lincoln County)

(b) Cross Town Warehouse
1120 Eastern Avenue, SW
Washington, DC 20250

6. G. Washington
Potomac Poultry Co.
1176 Mt. Vernon Avenue., NW
Washington, DC 20250
Telephone: 202-263-2353

7. (a) has

8. (Select a or b as appropriate)
(a) is, has not, will not

9. (a) does, dated May 1, 1998[3]
(b) has not

10. M Washington
M. Washington, President[4]

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[1] If either the Announcement, Invitation, Appendix-1, Specification, or USDA-1 is subsequently amended, show appropriate amendment numbers.

[2] The Offeror may use either format shown in Item 4 in submitting a bid. However, if the ALTERNATE FORMAT is used, it is at THE CONTRACTOR'S RISK because errors in item numbers will not be apparent to the Contracting Officer.

[3] Must be date Appendix-1 was signed by an officer of the company.

[4] Must be an officer or representative authorized to sign offers in Item 9 of current Standard Form 129 filed with the Contracting Officer. Bids submitted by facsimile (telecopier), mail, or hand delivered must be signed.

EXHIBIT 2

Example No. 2

1. Offer is made subject to Announcement PY-220; Appendix-1; the Commodity Specifications dated April 1998; Invitation No. _____; and USDA-1[1]

2. Potomac Poultry Co.
1776 Mt. Vernon Avenue., NW
Washington, DC 20250
Telephone No. 202-455-3156 FAX No. 801-447-7693

3. 4 purchase units, Cut-up, plant 1
6 purchase units, Leg Quarters, plant 2
2 purchase units, Bulk Pack, Large, plant 1
for delivery between _____ and _____.

4.

		ALTERNATE FORMAT[2]
Cut-up, plant 1		
(1) Charlotte & Monroe, NC	$0.5050 per lb.	(1) $0.5050 per lb.
(6) Cleveland, OH	$0.5130 per lb.	(6) $0.5130 per lb.
Leg Quarters, plant 2		
(15) Portland, ME	$0.5250 per lb.	(15) $0.5250 per lb.
Bulk Pack, Large, plant 1		
(10) Zeeland, MI	$0.4850 per lb.	(10) $0.4850 per lb.

5.

Plant 1:	Plant 2:
(a) Potomac Poultry Company 1776 Mt. Vernon Avenue, SE Washington, DC 20250 (Lincoln County)	(a) Consolidated Poultry 4500 Elm Street Arlington, VA 25725 (James County)
(b) Cross Town Warehouse 1120 Eastern Avenue, SW Washington, DC 20250	(b) Same

6. G. Washington
Potomac Poultry Co.
1176 Mt. Vernon Avenue., NW
Washington, DC 20250
Telephone: 202-263-2353

7. (a) has

8. (Select a or b as appropriate)
(a) is, has not, will not

9. (a) does, dated May 1, 1998[3]
(b) has not

10. M. Washington
M. Washington, President[4]

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[1] If either the Announcement, Invitation, Appendix-1, Specification, or USDA-1 is subsequently amended, show appropriate amendment numbers.

[2] The Offeror April use either format shown in Item 4 in submitting a bid. However, if the ALTERNATE FORMAT is used, it is at THE CONTRACTOR'S RISK because errors in item numbers will not be apparent to the Contracting Officer.

[3] Must be date Appendix-1 was signed by an officer of the company.

[4] Must be an officer or representative authorized to sign offers in Item 9 of current Standard Form 129 filed with the Contracting Officer. Bids submitted by facsimile (telecopier), mail, or hand delivered must be signed.

EXHIBIT 3

DOMESTIC ORIGIN CERTIFICATION

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

Announcement Number: _____

Contract Number: _____

Product: _____

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

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

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

Signature: _____

Title: _____

Company: _____

Date: _____