EFFECTIVE: January 1, 1998

UNITED STATES DEPARTMENT OF AGRICULTURE

COMMODITY CREDIT CORPORATION

KANSAS CITY COMMODITY OFFICE P.O. BOX 419205 KANSAS CITY, MO 64141-6205

ANNOUNCEMENT CSB9

PURCHASE OF CORN-SOY BLEND FOR USE IN EXPORT PROGRAMS



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UNITED STATES DEPARTMENT OF AGRICULTURE

ANNOUNCEMENT CSB9 PURCHASE OF CORN-SOY BLEND FOR USE IN DOMESTIC PROGRAMS

1. GENERAL

- A. Invitation for Offers
 - (1) The Commodity Credit Corporation (CCC) will from time to time issue an invitation for offers under this announcement to sell corn-soy blend (hereinafter referred to as corn-soy blend or product) to CCC for use in export programs.
 - (2) The invitation will specify the office to which offers are to be submitted, the closing time for receipt of offers, and provisions applicable to the proposed procurement which are in addition to or different from those set forth herein.

B. <u>Terms and Conditions</u>

- (1) Provisions of "General Terms and Conditions For the Procurement of Agricultural Commodities or Services," USDA-1, Revision No. 2, as amended (USDA-1), are incorporated as specified in Section 5 of this announcement.
- (2) Offerors are cautioned to read all terms and conditions of USDA-1, this announcement, the appendixes to this announcement, and the invitation.

C. <u>Certifications, Representations, and Warranties</u>

Appendix 1 to this announcement contains certifications, representations, and warranties that must be certified and submitted annually to CCC prior to or with an offer. In addition to an annual submission, offerors must submit an updated Appendix 1 as changes in the certifications, representations, and warranties submitted to CCC occur throughout the year.

D. Packaging and Marking Specifications

Appendix 2 to this announcement contains the detailed packaging and marking specifications, and other requirements, applicable to the product delivered under this announcement.

E. <u>Commercial Item Description</u>

Appendix 3 to this announcement is the Commercial Item Description (CID) for SALAD OILS, VEGETABLE, A-A-20091B, Dated April 21, 1997.

2. ELIGIBILITY OF OFFERORS

To be eligible to submit an offer under this announcement, the offeror must:

- A. Submit a completed "Solicitation Mailing List Application" (Standard Form 129) to the contracting officer prior to a first offer.
- B. Offeror must complete all portions of form SF-129, except Item 18, and include the following additional information for:
 - (1) Item 8. Identify all affiliates including any parent company. Provide full name and main office address. A "parent" company is one that owns or controls the activities and basic business policies of the bidder. An "affiliate" is defined on the back of the form.
 - (2) Item 10. Identify the commodities/products the offeror is interested in supplying.
 - (3) Items 19 and 20. Must be an officer of the company.
- C. Offerors must resubmit form SF-129 as necessary when the information requires updating.
- D. Affirmatively demonstrate responsibility as defined in Federal Acquisition Regulation (FAR) 9.104-1. CCC may request a pre-award survey to be conducted by the Defense Contract Management Command for the purpose of evaluating the offeror's ability to perform the contract.
- E. Meet the definitions of a dealer or manufacturer as defined below. **Brokers are ineligible to submit offers**.
 - (1) Manufacturer, means a person that owns, operates, or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - (2) Regular dealer, means a person that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and sold to the public in the usual course of business.

- F. Maintain a bona fide business office in the United States for the purpose of selling to CCC the product described in this announcement. Additionally, the offeror must maintain an office, employee, or agent for service of process.
- ✓.. G. Meet the requirements of the Total Quality Systems Audit (TQSA) program. Offerors shall only be allowed to offer from plants that have been audited under TQSA and have received a score of at least 70 points. The Total Quality Systems Audit Suppliers Guidelines setting for the TQSA requirements may be obtained at the Internet location www.fsa.usda.gov/pdd/daco/tqsa.htm_or by contacting:

TQSA Coordinator USDA/FSA/PDD/Stop 0551 1400 Independence Avenue, SW Washington, DC 20250-0551

Phone number: 202-690-2534 Fax number: 202-690-1809 ...✓

3. SUBMISSION OF OFFERS

- A. <u>How to Submit Offers</u>
 - (1) Offers, modifications, withdrawals of offers, and price adjustments must be submitted by using the Electronic Bid Entry System (EBES). (The invitation will specify the Internet address to which offers, modifications, withdrawals of offers, and price adjustments are to be submitted). Submission of the above by any means other than EBES will be determined nonresponsive.
 - (2) CCC 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.
 - (d) Delay in transmission due to excessive volume of Internet traffic.

B. <u>Where and When to Submit Offers</u>

(1) Offers, modifications, withdrawals of offers, and price adjustments must be submitted to the Kansas City Commodity Office (KCCO), EBES web page and received by the date and local time specified in the invitation for receipt of offers. In the event such date falls on a business day when KCCO is officially closed, offers must be received by the specified time on the next succeeding business day. (2) The time of receipt will be determined and recorded by the EBES system.

C. Late Submissions, Modifications, and Withdrawals of Bids

- (1) Any bid received by the EBES system after the designated time specified for receipt in the invitation will not be considered.
- (2) Notwithstanding paragraph C(1) above, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (3) Notwithstanding paragraph A(1) above, a bid may be withdrawn in person by a offeror or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and that person signs a receipt for the bid.

D. <u>Destination Delivery Basis</u>

- (1) Offer prices will be quoted and delivery will be f.o.b. destination or f.a.s. vessel, as specified in the invitation.
- (2) The offeror's plant(s) which the offeror lists on the offer form will be the point(s) where delivery f.o.b. conveyance, as applicable, occurs on intermodal plant contracts.
- (3) On intermodal bridge contracts, the delivery point will be f.o.b. at the bridge port(s) specified in the offeror's offer form.

4. ACCEPTANCE OF OFFERS

- A. CCC will notify successful offerors on the date specified in the invitation. The date of acceptance by CCC will be the contract date.
- B. In addition to the price, factors considered in accepting offers will include the time of shipment, the total cost to the Government to deliver the product to the ultimate destination, and the responsibility of the offeror as demonstrated by prior contract performance.
- C. CCC may accept or reject any or all offers, or portions thereof.

5. PROVISIONS OF CONTRACT

- A. The contract consists of:
 - (1) Contractor's offer.
 - (2) CCC's acceptance.
 - (3) The applicable invitation.
 - (4) This announcement, including Appendixes 1 and 2.
- ✓.. (5) TQSA Supplier Guidelines. .. ✓

✓.. Amended July 1, 1999

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- (6) USDA-1, except Article 50 and all of Part E.
- ✓.. B. If the provisions of USDA-1, TQSA Supplier Guidelines, and this announcement are not consistent, the provisions of this announcement will prevail. If the provisions of USDA-1, TQSA Supplier Guidelines, this announcement, and the invitation are not consistent, those of the invitation will prevail. ...✓
 - C. No interpretation or amendment of this announcement is valid or enforceable unless such interpretation or amendment is in writing and executed by the contracting officer.

6. NAICS CODE AND SMALL BUSINESS SIZE STANDARD

A. The North American Industry Classification System (NAICS) code for this acquisition and the small business size standard is:

COMMODITY	NAICS	CORRESPONDING	SIZE STANDARD
	CODE	SIC CODE	(EMPLOYEES)
Corn-Soy Blend	311211	2041	500

- B. The small business size standard for a concern which submits an offer in its own name, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- C. The U.S. Small Business Administration (SBA) has implemented the Procurement Marketing and Access Network (PRO-Net), which has replaced the former Procurement Automated Source System (PASS). PRO-Net is a procurement related Internet-based electronic search engine for locating small, small disadvantaged, and women-owned small business sources. The PRO-Net Internet address (URL) is (http://pro-net.sba.gov). Companies that do not have access to the Internet may register for PRO-Net through your local SBA Office. The PRO-Net is a free electronic gateway to the Commerce Business Daily, government agency home pages, and other sources of procurement opportunities.

7. RESPONSES TO ILLEGAL OR IMPROPER ACTIVITY

- A. <u>Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity</u>
 - (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 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. 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 the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (2) If the Government rescinds the contract under paragraph A. (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.
- B. <u>Price or Fee Adjustment for Illegal or Improper Activity</u>
 - (1) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph B. (2) of this clause if the head of the contracting activity or designee determine that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
 - (2) The price or fee reduction referred to in paragraph B. (1) of this clause shall be:
 - (a) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
 - (b) For cost-plus-incentive-fee-contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or Afee floor@ specified in the contract;

- (c) For cost-plus-award-fee contracts:
 - 1) The base fee established in the contract at the time of contract award;
 - 2) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the contractor for each award fee evaluation period or at each award fee determination point.
- (d) For fixed-price-incentive contracts, the Government may:
 - 1) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - 2) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the contracting officer may defer such adjustment until establishment of the total final price of the contract. The total final prices established in accordance with the incentive price revision provisions of the contract award and such reduced price shall be the total final contract price.
- (e) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the contracting officer from records or documents in existence prior to the date of the contract award.
- (3) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph B. (2) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (4) In addition to the remedies in paragraphs B. (1) and B. (3) of this clause, the Government may terminate this contract for default. 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 or under this contract.

8. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

- A. The Government suspends or debars contractors to protect the Government's interests. Contractors must not enter into any subcontract equal to, or in excess of, the small purchase limitation of \$25,000 with a contractor that has been debarred, suspended, or proposed for debarment unless the acquiring agency's head or designee determines there is a compelling reason for such action (FAR 9.405).
- B. The contractor must require each proposed first-tier subcontractor, whose subcontract shall exceed the small purchase limitation of \$25,000, to disclose to the contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- C. A corporate officer or a designee of the contractor must notify the contracting officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement Programs). The notice must include the following:
 - (1) The name of the subcontractor;
 - (2) The contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement Programs;
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement Programs;
 - (4) The systems and procedures the contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

9. COMMODITY SPECIFICATIONS

- A. Domestic Origin
 - (1) The product delivered under this announcement must be produced in the United States from commodities produced in the United States.
 - (2) For purposes of this section, the following definition applies:

"Produced in the United States" means manufactured, processed, mined, harvested, or otherwise prepared for sale or distribution, from components originating in the United States. Components originating in the United States which have been exported, and subsequently imported back into the United States, will not be considered as having been produced in the United States.

- (3) The contractor must maintain records to verify that during the contract shipping period, at the point of packaging or, in the case of bulk commodities, at the point of delivery to CCC, the product was in compliance with the domestic origin requirements of this section of the announcement. (See Article 76 of USDA-1)
- (4) CCC will randomly conduct domestic origin compliance reviews to determine if the product delivered to CCC was produced and manufactured in the U.S. from materials produced and manufactured in the U.S. Upon request, the contractor must submit documentation substantiating compliance to the contracting officer for review. This documentation may include procurement, production, inventory, delivery, and any other pertinent records. Onsite reviews may also be performed, at the discretion of CCC.

B. Quality of Corn-Soy Blend

(1) The product must conform in every respect to the provisions of the "Federal Food, Drug, and Cosmetic Act," as amended, and the regulations promulgated thereunder, including any Defect Action Level guidelines issued by the Food and Drug Administration (FDA) which may be applicable to this product. Any shipments with counts in excess of the FDA Defect Action Level guidelines will be rejected to the contractor's account in accordance with Article 60 of USDA-1.

✓.. NOTE: All functions currently being performed by the Federal Grain Inspection Service (FGIS) will be the responsibility of the contractor. The announcements will be amended at a later date to change all references to FGIS. ...✓

- (2) In regard to aflatoxin in corn-based products, a test for aflatoxin will be conducted by the Field Management Division, Federal Grain Inspection Service, USDA (FGIS). If the aflatoxin test proves positive, then a quantitative test will be made to establish the exact level of aflatoxin. If the quantitative test shows that the aflatoxin level exceeds FDA guidelines (more than 20 p.p.b.), the product will be rejected. The fees for such tests are to be paid by the contractor.
- (3) The product must be essentially free from foreign material and will have a good characteristic taste and odor, free from rancid, bitter, musty, sour, and other undesirable or foreign tastes and odors. The product will be of small particle size suitable for use as a dietary supplement for infants and children for serving as a porridge, gruel, or an extender to other foods and must meet the following requirements:

CORN-SOY BLEND

ITEM	REQUIREMENTS 1	
	MINIMUM	MAXIMUM
Moisture, %		10.0
Protein (Nx6.25), %	16.7	
Fat, % ²	6.0	
Crude Fiber, %		2.0
Material Through a U.S. Standard No. 6 Woven-Wire-Cloth Sieve, %	99.0	
Material Through a U.S. Standard No. 30 Woven-Wire-Cloth Sieve, %		92.0
Material Through a U.S. Standard No. 60 Woven-Wire-Cloth Sieve, %		57.0
Consistency (Bostwick value) uncooked		20.0
Consistency (Bostwick value) cooked, 11.75% gruel ³	9.0	21.0
Total bacteria count per gram		50,000
Salmonella, E. Coli and Coagulase Positive Staphylococci will be negative		
Dispersibility - will be essentially free from lumping or balling when mixed with water.		

¹ Unless otherwise specified analyses are expressed on a moisture-free basis. For methods of analyses see paragraph 9.C.

² See paragraph 9.E.

³ Reported to nearest half of a Bostwick unit.

C. <u>Methods of Analyses</u>

- (1) Chemical and physical tests to determine compliance with specifications for the finished corn-soy blend and for the individual ingredients used in its preparation will be those of the Official Methods of the Association of Official Analytical Chemists, The American Association of Cereal Chemists, or the American Oil Chemists' Society, as applicable and in effect on the date of issuance of the invitation under which the contract involved was entered into, or in accordance with methods that give equivalent results. Special tests not listed in these sources are included in the specifications given herein.
- (2) <u>Consistency (Bostwick value) for uncooked product for corn-soy blend</u>.
 - (a) <u>Apparatus</u>
 - 1 250 ml. glass beaker
 - 1 wooden-handled spatula with 3-inch stainless steel blade
 - 1 consistometer, Cenco-Bostwick Central Scientific Stock No. 24925
 - (b) <u>Method</u>

Place 100 ml. water at 25°C in the 250 ml. glass beaker. Gradually add 37.0 grams of corn-soy blend being tested while stirring vigorously with the spatula. Then stir gently for 3 minutes using the spatula to smooth any lumps that may form. Allow the slurry to stand an additional 2 minutes to complete hydration. Then stir gently for about 15 seconds with the spatula. Pour into the reservoir of the Bostwick consistometer until it is filled higher than its top level.

Strike off the excess with a straight edge. Allow the slurry to rest for 30 seconds, trip the release lever of the consistometer and read the Bostwick value after exactly 1-minute.

- (3) <u>Consistency (Bostwick value) for cooked product 11.75 percent gruel for corn-soy blend</u>.
 - (a) <u>Apparatus</u>
 - 1 400 ml. Pyrex beaker
 - 1 stainless steel kitchen fork
 - 1 30° C water bath
 - 1 consistometer, Cenco-Bostwick, Central Scientific Stock No. 24925

(b) <u>Method</u>

Place 175 grams of boiling water in the 400 ml. beaker, cover with watch glass, and bring to boiling on an electrically heated hot plate with surface temperature 600° - 650° F. Gradually add 23.5 grams of the commodity to be tested, while stirring vigorously with the fork. Bring to boiling and boil for 2 minutes while stirring vigorously with fork. Remove from the hot plate and stir 1/2-minute.

Place the cooked slurry in the 30°C water bath and hold there for 10 minutes. Place on the scale and add water lost by evaporation so that total slurry weight is now 200 grams. Stir 25 times with the fork. Place cooked slurry in the 30°C water bath and hold there for 1-hour. Remove from the bath and pour into the reservoir of the Bostwick consistometer until it is filled higher than its top level. Strike off the excess with a straight edge. Allow the cooked slurry to rest for 30 seconds. Trip the release lever of the consistometer and read the Bostwick value after exactly 1-minute.

- (4) <u>Consistency for ingredient specification cornmeal, processed (gelatinized).</u>
 - (a) <u>Apparatus</u>
 - 1 800 ml. Pyrex beaker
 - 1 wooden-handled spatula with a 5-inch stainless steel blade
 - 1 cylindrical open-bottom container, i.e., a 3-inch long section of seamless steel tubing 3.0-inch o.d. and 2.87 inch i.d.
 - 1 glass plate 10 by 10 inches
 - 1 paper measuring scale, 10 by 10 inches containing a drawn 3-inch diameter center circle and concentric circles drawn of increasing diameter every one inch. Space between circles is divided to indicate each 1/4-inch diameter.

(b) <u>Method</u>

Place 400 ml. of water at 25°C in an 800 ml. glass beaker. Gradually add 125 g. of the gelatinized (processed) cornmeal while stirring vigorously with a wooden-handled spatula with a 5-inch stainless steel blade. Then stir¹ gently for 3 minutes using a spatula to smooth any lumps that may form. Allow the slurry to stand an additional 2 minutes for hydration. Then stir¹ gently for about 10 seconds with the spatula. Place a glass plate over a paper measuring scale and center the cylindrical container over the scale. Transfer the slurry to the retaining cup which is resting in the vertical position on the flat glass plate. Transfer the slurry until the cup is filled higher than its top level. Strike off the excess with a straight edge. Allow the slurry to rest for 30 seconds. Then remove the cup from the glass plate with a vertical pull, avoiding lateral motion. Allow the cup to drain onto the patty for 10 seconds. After waiting 1-minute for the size of the patty to reach equilibrium, read its diameter to the nearest 1/8-inch, as shown on the scaled sheet of paper underneath the glass.

D. Quality Discounts

(1) If the product to be delivered by the contractor does not meet the quality specifications of paragraph 9.B. of this announcement but falls within the discounts listed, the product may be delivered to CCC, but the purchase price will be reduced in accordance with the following schedules of discounts for each 100 pounds of commodity delivered:

¹ Mixing may be done using a Hobart Model N-50, slow speed; or equipment giving equivalent results.

Excess Moist	ture - Percent	Deficient Protein - Percent
10.1 or 10.2	10 cents	16.6 through 16.4 10 cents
10.3 or 10.4	20 cents	16.3 through 16.1 20 cents
10.5	35 cents	16.0 or ✓ 15.9✓ 35 cents
Deficient Fat	t - Percent	Excess Crude Fiber - Percent
5.9 or 5.8	10 cents	2.1 through 2.2 10 cents
5.7 or 5.6	20 cents	2.3 through 2.420 cents
5.5	35 cents	2.5 35 cents
Deficient Granulation Through No. 6 Woven-Wire-Cloth Sieve - Percent		Excess Granulation Through No. 30 Woven-Wire-Cloth - Percent
98 or 97	10 cents	93 or 94 10 cents
96 or 95	20 cents	95 or 96 20 cents
Excess Granulation Through No. 60 Woven-Wire-Cloth Sieve - Percent		Excess Consistency (Uncooked) Bostwick Units
58 or 59	10 cents	20.5 or 21.0 10 cents
60 - 61	20 cents	21.5 or 22.0 20 cents
		22.5 or 23.0 35 cents
Deficient Consistency (Cooked) 11.75% Gruel) Bostwick Units		Excess Consistency (Cooked) 11.75% Gruel Bostwick Units
8.5 or 8.0	10 cents	21.5 or 22.0 10 cents
7.5 or 7.0	20 cents	22.5 or 23.0 20 cents
6.5 or 6.0	35 cents	23.5 or 24.0 35 cents

DISCOUNTS

(2) Subject to the provisions of Articles 60 and 68 of USDA-1, product which deviates from the specifications of this contract will be rejected. At the contractor's option, commodity which is rejected because of the presence of salmonella may be subjected to a continuous heat process at temperatures up to a maximum of 120°F (not to be exceeded) for a period of up to ten days maximum. If during the period of the process, the commodity is reinspected, retested, and certified as meeting all product requirements including salmonella negative, the product will be accepted by CCC.

E. <u>Proportions</u>

The ingredients of the product must be in the following proportions:

<u>Ingredients</u>	<u>Pounds per</u> 2,000-lb. Batch
Cornmeal, processed gelatinized 1	1,391 √
Soy flour, defatted (toasted) 2	437
Minerals	60✓
Vitamin Antioxidant Premix	2
Soybean oil, refined, deodorized, stabilized ³	110

F. Ingredient Specifications

- (1) <u>Cornmeal, Processed (Gelatinized)</u>
 - (a) <u>Material and Processing</u>

The cornneal processed (gelatinized) will be prepared from shelled yellow corn that has been dehulled and degermed. The corn used will be clean, sound, and essentially free from other grains, weed seeds, and other foreign material. It must be free of rancid, bitter, musty, sour, and other undesirable or foreign tastes and odors. The processed cornneal will be produced from yellow corn, as defined in the "United States Standards for Corn," using the conventional corn dry-milling process.

The cornneal will be processed by adding moisture and partially cooking in continuous cookers or on heated flaking rolls, drying and cutting, or by any other process that yields a product meeting the requirements for the finished processed cornneal, and for the corn-soy blend product. A corn germ fraction may be added for fat enrichment prior to cooking.

(b) <u>Analysis</u>

³ The stabilized oil may be added to the mix in order to obtain the required minimum fat level of 6.0 percent in the blend.

Any combination of footnotes may be used to obtain desired result.

¹ A corn germ fraction in amount not over 10 percent of the weight of the mixed product may be added to the cornmeal before processing and the amount of added oil contained therein omitted from the soy oil added to the soy flour fraction or to the final mix, provided the blend contains a minimum of 21.8 percent of fat-free soy flour. The weight of processed cornmeal plus soy oil specified will include the weight of any corn germ fraction added thereto.

² The stabilized oil may be added to this soy flour fraction or full-fat soy flour may be used in place of all or part of the defatted soy flour plus soy oil, as specified, provided the blend contains a minimum of 21.8 percent fat-free soy flour.

The cornmeal, processed (gelatinized) must conform with the following detailed requirements:

	REQUIREMENTS ¹	
ITEM	MINIMUM	MAXIMUM
Moisture, %		11.0
Ash, % ²		1.25
Material Through a U.S. Standard No. 6 Woven-Wire-Cloth Sieve, %	99.0	
Material Through a U.S. Standard No. 30 Woven-Wire-Cloth Sieve, %		85.0
Material Through a U.S. Standard No. 60 Woven-Wire-Cloth Sieve, %		35.0
Consistency (inches)	4.5	8.5
Total bacteria count, per gram		50,000

CORNMEAL

(2) <u>Soy Flour, Defatted (Toasted)</u>

(a) <u>Material and Processing</u>

Soy flour, defatted (toasted) will be the screened, finely ground product obtained from selected soybeans by cleaning, cracking, dehulling, tempering, flaking, defatting with hexane, desolventizing, deodorizing, toasting (full cook with color change to light yellow or golden buff), and cooling. In addition to the usual biological changes brought about by cooking of soybean protein products, this full cook process tends to remove undesirable flavor compounds and change the color of the soy flour to a buff.

¹ For methods of analyses see paragraph 9.C.

² Moisture-free basis.

(b) <u>Analysis</u>

The soy flour, defatted (toasted) must conform to the following detailed requirements:

ITEM		REQUIREMENTS 1	
		MINIMUM	MAXIMUM
Moisture, %			10.0
Protein (Nx6.25), % ²		50.0	
Fat, % ^{2 3}		0.6	
Fiber, % ²			3.5
Ash, % ²			6.5
Material Through a U.S. Standa	ard 100 Woven-Wire-Cloth Sieve, %	95.0	
Nitrogen Solubility, increase in pH		10.0	30.0
Urease activity, increase in pH		0.05	0.15
Total bacteria count, per gram			50,000
Color Odor Taste Texture	Light yellow to golden buff Neutral to nutty Pleasant, neutral to slightly nutty A homogeneous flour		

SOY FLOUR

(3) <u>Soy Flour, Full Fat</u>

(a) <u>Material and Processing</u>

Soy flour, full fat will be the screened, finely-ground product obtained from selected soybeans by cleaning, cracking, (optional) dehulling, tempering, cooking (full cook with color change to light yellow or golden buff), and cooling. In addition to the usual biological changes brought about by cooking of soybean protein products, the full color cook process tends to remove undesirable flavor compounds and change the color of the soy flour to a buff.

¹ For methods of analyses see paragraph 9.C.

² Moisture-free basis.

³ See paragraph 9.E.

(b) <u>Analysis</u> The soy flour, full fat must conform to the following detailed requirements:

ITEM		REQUIREMENTS ¹	
		MINIMUM	MAXIMUM
Moisture, %			10.0
Protein (Nx6.25), % ²		44.0	
Fat, % ^{2 3}		22.0	
Fiber, % ²			3.0
Ash, % ²			6.0
Material Through a U.S. Standa	ard 100 Woven-Wire-Cloth Sieve, %	95.0	
Nitrogen Solubility Index		10.0	45.0
Urease activity, increase in pH		0.05	0.5
Total bacteria count, per gram			50,000
Color Odor Taste Texture	Light yellow to golden buff Neutral to nutty Pleasant, neutral to slightly nutty A homogeneous flour		

SOY FLOUR, FULL FAT

¹ For methods of analyses see paragraph 9.C.

² Moisture-free basis.

³ See paragraph 9.E.

(4) <u>Soybean Oil</u>

- (a) Soy oil, refined, deodorized, and stabilized, will contain 0.005 percent citric acid added on the cooling side of deodorization. The soy oil will comply with the requirements of the latest revisions and amendments for COMMERCIAL ITEM DESCRIPTION A-A-20091B (April 21, 1997), type A nonwinterized salad oil.¹
- (b) Before addition to the product, the oil may be stabilized by the addition of butylated hydroxy anisole and butylated hydroxy toluene, each at a level of 2.5 mg. per 100 grams of formulated product. **Caution:** Antioxidant may be added to either the soy oil or to the vitamin antioxidant premix, but it must not be added to both. [See paragraph 9.F.(6)]
- (5) <u>Minerals</u>

Ingredients	Per 2,000 pounds of Product
2% Tricalcium Phosphate ²	40.00 pounds
 ✓ OR 1.8% Calcium Carbonate + 1.6% Monobasic Sodium Phosphate ³ 	36.00 pounds 32.00 pounds
OR 1.8% Calcium Carbonate +	36.00 pounds
1.6% Monobasic Potassium Phosphate ³	32.00 pounds
OR 1.3% Tri-Calcium Phosphate +	26.00 pounds
0.6% Dibasic Calcium Phosphate ³	12.00 pounds
OR 0.9% Tri-Calcium Phosphate +	18.00 pounds
0.6% Calcium Carbonate +	12.00 pounds
0.8% Monobasic Sodium Phosphate ³	16.00 pounds
OR 0.9% Tri-Calcium Phosphate +	18.00 pounds
0.6% Calcium Carbonate +	12.00 pounds
0.8% Monobasic Potassium Phosphate ³	16.00 pounds√

3 formulae are in anhydrous form, Food grade.

¹ Analytical Data for type A Salad Oil in COMMERCIAL ITEM DESCRIPTION A-A-20091B is amended as follows:

⁽i) AOCS cold test is not required for soybean oil.

⁽ii) Stability, active oxygen method (AOM), PV not greater than 100 meg/kg (hours) maximum: 15 hours

⁽iii) Moisture and volatile matter (% by weight) maximum: .06

² Food grade, must have an apparent specific gravity of 0.55 g/cc or less; the method to be used to determine <u>apparent specific gravity</u> is that shown as Exhibits C & D.

(5) Minerals - *continued*

Ingredients	Per 2,000 pounds of Product
Zinc Sulfate, Monohydrate \checkmark (ZnSO ₄ \cong 7H ₂ O) ⁴ \checkmark	0.25 pounds (113.45 g)
Ferrous Fumarate, FCC grade, purified	0.92 pounds (418 g)
Magnesium Oxide (MgO)	2.75 pounds
Iodized Salt (0.007% 12) ⁵	16.25 pounds

4 The amount of zinc sulfate monohydrate shown is equivalent to 0.4 pound zinc sulfate heptahydrate ($ZnSO_4 \cong 7H_2O$) and represents a 5-fold increase in zinc content, in line with current micronutrient recommendations.

5 The increase in iodized salt content represents a 25-percent increase in iodine content from previous specifications as recommended.

Ingredients	Per 2,000 lbs. of Product
Thiamin mononitrate	2.5 grams
Riboflavin	3.5 grams
Pyridoxine hydrochloride	1.5 grams
Niacin	45.0 grams
Ca D-pantothenate	25.0 grams
Folic acid	1.8 grams
Vitamin B12 ¹	12.0 milligrams
Vitamin A Palmitate (stabilized) ²	21.0 million IU
Vitamin D (stabilized)	1.8 million IU
Alpha tocopherol acetate	68,000.0 IU
Butylated hydroxy anisole ³	20.0 grams
Butylated hydroxy toluene ³	20.0 grams
Ascorbic acid (stabilized), ethyl-cellulose (coated), Soy flour, defatted (toasted) or starch to reach total weight; (additional soy flour may be added as a carrier, if desired)	364.0 grams
TOTAL	2.0 pounds

(7) The minerals and vitamin premix must not be combined and must be added to the formulation separately.

¹ Represents a reduction of 67 percent from previous specifications.

Vitamin A Palmitate (stabilized) must be added in encapsulated form containing 250,000 IU Vitamin A Palmitate/g. Particle size must comply with the requirement that at least 98 percent will pass through a U.S. Standard No. 50 sieve, at least 90 percent through a U.S. Standard No. 60 sieve, and at least 45 percent through a U.S. Standard No. 100 sieve. The product must be not less than 95 percent of the all-trans isomer as determined by the USP assay procedure. The Vitamin A Palmitate must have storage stability such that not more than 20 percent of its original activity will be lost when stored for 21 days at 45EC in a sealed container at a level of 10,000 to 12,000 IU per pound in cornmeal having a moisture content in the range of 13.5 to 14.5 percent.

³ If antioxidant is added in soy oil, omit from this premix. [See paragraph 9.F.(4)].

10. QUALITY ASSURANCE

- A. The contractor must perform the product testing and quality analysis to ensure that the product meets the specifications described in Section 9B-F. The results must be evidenced by a Certificate of Analysis. The contractor must retain the certificates of analysis and furnish to CCC upon request. Contractors are required to notify KCCO immediately of lots that fail to meet contract requirements. Contractors must submit product samples by lot to FGIS Commodity Testing Laboratory for analysis for six months after implementation of TQSA. Fees for submitted samples will be for the account of the contractor.
- B. Contractor must not ship the product unless the containers and markings meet the Acceptable Quality Level (AQL) of the "U.S. Standards for Condition of Food Containers." Except with respect to shipments that do not meet the AQL standards, and notwithstanding Article 56 (b) of USDA-1, contractor assumes all risks and liabilities that arise with respect to the failure of the shipped product to meet contract specifications.
- C. An examination will be performed by randomly selecting and weighing a specified number of filled shipping units for each production lot. The exact number of filled shipping units to be examined shall be determined in accordance with approved FGIS sampling procedures. The average net weight of the shipping unit shall be determined by subtracting the average tare weight from the average gross weight. The average net weight of the sampled shipping units must not be less than 98 percent of the marked net weight. Failure of the lot to meet the average net weight requirement shall cause rejection of the involved lot.
- ✓.. D. The product will be tested for vitamin A and iron. The requirement for Vitamin A will be 80 percent of the target (or maximum) level included in the specification. The requirement for iron and vitamin A will be as follows:

ITEM	REQUIREMENTS	
	MINIMUM	MAXIMUM
Vitamin A (IU/lb.)	8400	
Iron (mg/100g.)	14.7	30

DISCOUNTS

Excess Iron	
30.1 to 31.5	10 cents
31.6 to 33.1	20 cents
33.2 to 35.0	35 cents

E. Vendors are requested to submit their results to the Contract Management Branch in Washington, D.C., on a per contract basis. Reports should list all lot codes in the contract and respective test results from FGIS and those obtained independently. Reports can be submitted by fax to (202) 690-1809 or mailed to:

ATTN: Micronutrient Study USDA/FSA/PDD/CMB/Stop 0551 Room 5755-S 1400 Independence Avenue, S.W Washington, D.C. 20250-0551

- F. Vendors will have the composite samples that are pulled tested for Vitamin A and Iron. Whether testing under TQSA or FGIS, vendors are responsible for ensuring product meets the Vitamin A and Iron requirements. ...√
- G. TQSA program is a method of contractor verification and shall not relieve contractors of their responsibility to deliver a product which complies with all contractual and specification requirements.
- H. If contractor becomes TQSA non-compliant after contract is awarded and through execution of contract, the contracting officer may terminate contract for default.

11. SHIPMENT AND DELIVERY

- A. Shipment and delivery must be made in accordance with this announcement and Articles 56 and 64 of USDA-1.
- B. Title and risk of loss will pass to ✓..the designated steamship line, ..✓ on the date of delivery, as evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to CCC.
- C. The quantity of the product delivered must be evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to CCC.
- D. Contractors are required to make **TWO** notifications for each shipment (See Article 56(c) of USDA-1):
 - (1) The Notify Party shown on the Notice to Deliver (N/D), must be contacted prior to shipment.
 - (2) The contractor must submit form KC-366, Shipment Information Log, for each N/D, annotating on the form when the shipment is complete for each N/D. The KC-366 is to be faxed as early as possible each Tuesday and Thursday, until shipping is complete, to both the Traffic Management Division, KCCO (facsimile number 816-926-6767) and the Notify Party(s) on the N/D. Contractors must notify the contracting officer in advance if shipments will not be made by the final shipment date under the contract, in accordance with Article 67(a) of USDA-1.

12. LIQUIDATED DAMAGES

A. Compensation to Contractor for Late Issuance of Notice to Deliver

Liquidated damages for delay in shipment due to late issuance of "Notice to Deliver" (KC-269), will be payable in accordance with Article 65 of USDA-1, and will be at the rate of \$0.10 per 100 pounds (net weight) per day.

B. Compensation to CCC for Delay in Shipment

Liquidated damages for delay in shipment will be payable in accordance with Article 67 of USDA-1, and will be at the rate of \$0.10 per 100 pounds (net weight) per day.

13. INVOICES AND PAYMENT

A. Invoicing and payment will be handled in accordance with Article 70, USDA-1. Invoices must be mailed to:

Kansas City Management Office Commodity Financial Operations Division, SB-VIPS P.O. Box 419205 Kansas City, MO 64141-6205

- B. Payments may be made directly to a financial banking institution. To receive payments electronically, Standard Form 1199A, Direct Deposit Sign-Up Form and Form W-9, Request for Taxpayer Identification Number and Certification, must be completed. If you have questions or would like these forms mailed to you, contact Commodity Financial Operations Division, ICB.
- ✓.. C. If product to be delivered by the contractor falls within the quality discount table as outlined in Section 9, Commodity Specifications, a Certificate of Analysis of the analytical results must be submitted with the invoice package, and these factors must be asterisked. ...✓

14. INQUIRIES

Inquiries pertaining to USDA-1 and this announcement should be directed to:

Kansas City Commodity Office Export Operations Division P.O. Box 419205 Kansas City, MO 64141-6205

Alan King Director Kansas City Commodity Office

EFFECTIVE: January 1, 1998

UNITED STATES DEPARTMENT OF AGRICULTURE

COMMODITY CREDIT CORPORATION

KANSAS CITY COMMODITY OFFICE P.O. BOX 419205 KANSAS CITY, MO 64141-6205

APPENDIX 2 Packaging and Marking Specifications

ANNOUNCEMENT CSB 9 PURCHASE OF CORN-SOY BLEND FOR USE IN EXPORT PROGRAMS



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APPENDIX 2 TO ANNOUNCEMENT CSB 9 PURCHASE OF CORN-SOY BLEND FOR USE IN EXPORT PROGRAMS

Packaging and Marking Specifications

PART 1. BASIC PROVISIONS

1.1 PURPOSE

- A. This appendix outlines the packaging and marking requirements, container specifications, and procedures for the approval of containers and packaging materials used in shipments for corn-soy blend export food donation programs.
- B. This appendix supersedes all previous packaging requirements and specifications outlined in handbooks, announcements, or notices.
- C. Changes to this appendix will be issued periodically in the form of amendments to the announcement. Contractors are advised to ensure that all subcontractors, e.g., container and packaging material manufacturers, are familiar with the requirements on a contract-by-contract basis.

1.2 USDA RESPONSIBILITIES

- A. The Deputy Administrator, Commodity Operations (DACO), USDA-FSA, Washington, DC, is responsible for approving the use of all containers and packaging materials.
- B. The USD Federal Grain Inspeciton Service (FGIS) is responsible for examining the containers and packaging materials according to the:
 - (1) Specifications in this appendix.
 - (2) U.S. Standards for Condition of Food Containers.
 - (3) Agricultural Marketing Service Handbook for Inspection of the Condition of Food Containers.
- C. The Kansas City Commodity Office (KCCO) is responsible for accepting or rejecting commodities, containers, and packaging materials on a contract-by-contract basis.

1.3 APPROVAL OF ALTERNATIVE PACKAGING

- A. To request approval of alternative container or packaging material, commodity suppliers or package manufacturers must submit a written request to DACO, including the construction specification and any supporting evidence of performance such as:
 - (1) Laboratory test data.
 - (2) Reports of field testing.
 - (3) History of successful use in commercial channels.
 - (4) Environmental impact.
- B. The supporting evidence must show that the proposed alternative container or packaging material will perform as well as the container(s) or packaging material(s) currently specified and authorized for use.
- C. The proposed alternative container or packaging material must have an environmental impact equal to or less than the container(s) or packaging material(s) currently specified and authorized for use. DACO will evaluate the total life cycle of the proposed alternative container or packaging material and will consider the environmental impact of each stage from manufacture, through its use, to waste management (reuse, recycle, or disposal).
- D. In response to requests, DACO will do one or more of the following:
 - (1) Request that samples of the container or packaging material be sent for evaluation to a package testing laboratory designated by DACO.
 - (2) Require test shipments of filled containers.
 - (3) Deny the use of the container or packaging material.
 - (4) Authorize the use of the container or packaging material, in writing, based on the information submitted, environmental impact evaluation, and/or completion of successful testing. The written authorization must be made available to the applicable inspection agency upon request.

1.4 INQUIRIES

Inquiries concerning these specifications or the approval of alternative containers should be directed to:

USDA/FSA/DACO/PDD Contract Management Branch STOP 0551 1400 Independence Avenue SW Washington, DC 20250-0551 ATTN: Packaging

1.5 QUALITY CONTROL

To verify that containers or packaging materials continue to meet the applicable construction and performance specifications approved by DACO, the following steps are in effect under the authority of Article 54 of USDA-1.

- A. At the contractor's plant, FGIS will select random samples of the containers or packaging materials intended for use in shipment of the product.
- B. FGIS will send the samples to a package testing laboratory designated by DACO.
- C. The number of samples selected and the frequency of laboratory testing will be determined by DACO.
- D. Samples may or may not be evaluated at the laboratory prior to the packaging and shipment of the product.
- E. Containers or packaging materials found to be in noncompliance may be rejected to CCC's contractor.
- F. All samples will be held at the laboratory for future reference and will be examined, as deemed necessary, to determine compliance.

1.6 LIABILITY

In accordance with Article 60 of USDA-1, CCC's contractor will be liable if containers or packaging materials do not meet contract requirements.

1.7 INQUIRIES FOR FEDERAL SPECIFICATIONS AND STANDARDS

For copies of referenced Federal specifications and standards contact:

GSA Federal Supply Service Bureau Specifications Section (3FBP-W) 470 E. L=enfant Plaza SW, Suite 8100 Washington, DC 20407 Phone: (202) 619-8925

PART 2. GENERAL REQUIREMENTS

2.1 CONTAINERS AND MATERIALS

- A. Unless otherwise specified, all containers and packaging materials must be:
 - (1) Constructed as specified in this appendix and any referenced specifications, or as authorized in writing by DACO.
 - (2) New and made of components and by processes which will not impart an odor, flavor, color, or other objectionable characteristic to the product being packaged.
 - (3) Constructed to meet the requirements of the Food and Drug Administration (FDA) for safe contact with the packaged product.
 - (4) Constructed from the maximum amount of recycled materials practicable without jeopardizing performance or food safety.
- B. All containers and packaging materials must be manufactured and assembled in the United States. The components that make up the fabricating materials of the containers and packaging materials must be of U.S. origin to the extent that they are commercially available. Questions concerning the availability of a material should be directed to:

USDA/FSA/DACO/PDD Contract Management Branch STOP 0551 1400 Independence Avenue SW Washington, DC 20250-0551 ATTN: Packaging

- C. The contractor must maintain records to verify that during the contract shipping period, at the point of packaging, the containers and packaging materials were in compliance with paragraph 2.1.B. See Article 76 of USDA-1.
- D. Filled containers must be safe for individuals coming in contact with them during handling, stacking, and storage operations.
- E. The weight capacity of a container, e.g., 25 kg bag, is defined as a container designed to hold 25 kilograms of product.

2.2 CERTIFICATION OF COMPLIANCE

- A. A Certification of Compliance (C.O.C.) must be provided by the container or packaging material manufacturer for each contract.
- B. The C.O.C. must state that all containers or packaging materials meet the requirements of this appendix.
- C. FGIS will determine whether the contractor has obtained a C.O.C. from the appropriate container or packaging material manufacturer.
- D. The C.O.C. must be either printed on each individual container or provided in writing for review by FGIS. When printed on the container, the C.O.C. must be as small as possible, yet legible.
- E. The C.O.C. must read:

"THIS CONTAINER IS CONSTRUCTED IN COMPLIANCE WITH DACO PACKAGING REQUIREMENTS"

or

"THIS PACKAGING MATERIAL IS CONSTRUCTED IN COMPLIANCE WITH DACO PACKAGING REQUIREMENTS"

F. The C.O.C. may be printed in either upper or lower case lettering.

PART 3. CONTAINER AND PACKAGING REQUIREMENTS

3.1 25-KILOGRAM MULTIWALL PAPER BAGS

- A. Twenty-five kilograms of product must be packed in multiwall paper bags meeting the requirements of Federal Specification UU-S-48, as amended, Type VI, Style B (Pasted Openmouth). The use of recycled materials is not required if performance or food safety is jeopardized.
- B. The bag must have two inner walls of 50-pound nominal basis weight natural kraft paper and an outer third wall of 60-pound nominal basis weight wet strength paper in accordance with Uniform Freight Classification, Rule 40, as amended.
- C. The bag must have a inner plastic liner constructed of linear low density polyethylene (LLDPE) film. The film liner must:
 - (1) Be a minimum thickness of 2.5 mil. with a density of 0.914 to 0.929 g/cc and a minimum heat-seal coefficient of 0.60. The film must have a minimum impact resistance of 265g when tested in accordance with ASTM D-1709 Method A, as amended, Falling Dart.
 - (2) The film liner must have 8 to 12 micro perforations in each gusset area to allow for the evacuation of air from the product after filling and sealing.
 - (3) Have a sufficient amount of anti-block. It must be free from any blocking at 50° C and not subject to reblock at 70° C.
 - (4) The film liner must be loose for the full length of the bag except around the bottom and top closure areas. At the top and bottom closure areas, the liner must adhere to the inner-most paper ply (time lamination). The laminating adhesive must be machine direction applied in narrow strips no longer than 4 inches from each end. The use of gravure lamination to bond the liner to the inner-most paper ply for the entire length of the bag is prohibited.
 - (5) Be adhered to prevent product from getting between the inner film and the next outer paper ply.
 - (6) Not exceed a maximum average water vapor permeability of 0.65 grams per 100 square inches in 24 hours at 90 percent relative humidity and a temperature of 100°F plus or minus 5 degrees.
 - (7) Be manufactured to meet Food and Drug Administration requirements for food products (21 CFR 177.1520, as amended).
 - (8) Be heat-sealed at the bottom by the bag manufacturer. The top of the liner shall be heat-sealed by the packer once the bag has been filled with product.
- D. Longitudinal seams of the outer wall of the bag shall be glued so that there is no more

than 3/16-inch of unglued edge on the outer surface of the bag. The adhesives used in the longitudinal seams shall be water proof and applied in accordance with Federal Specification UU-S-48, as amended.

3.2 OUTER CLOSURE AND SEALS

- A. The bottom and top of the 25-kilogram bag must be closed to provide a tight seal using hot-melt or thermoplastic adhesive applied in a single band along the top edge of the long side of the bag and extending downward at least 3/4 inches. The fold line on the manufacturer closure end must be 1-3/4 inches plus or minus 1/4-inch. The fold line on the field closure end must be 1-5/8 inches plus or minus 1/4-inch.
- B. The outer wall of the bag must be stepped at the bottom and top foldover flap, beyond all inner walls, in order to provide a positive seal over the ends of the inner walls. (Ref. Exhibit E).

3.3 PERFORMANCE TEST

- A. All bags must be capable of withstanding the following performance test for impact resistance:
 - (1) Ten filled and sealed bags must each survive a single drop test on the butt or bottom, on a shock machine that produces for each test a velocity change of 195 inches per second using a shock duration of .002 seconds without loss of product.
 - Testing must be conducted under standard temperature (73.4°F plus or minus 1.8°F) and relative humidity (50% plus or minus 2%) conditions.
 - (3) Filled bags must be placed in the conditioned atmosphere for sufficient time before the tests are conducted for the bag materials to reach equilibrium.
 - (4) Bags submitted under this performance specification must conform to all other applicable material, construction, and performance specifications.

B. <u>Test Laboratories</u>

Independent or private laboratories known to be capable of conducting the shock machine test described in Paragraph 3.3 are as follows:

- Bemis Company, Inc.
 P.O. Box 9066
 Omaha, NE 68109
 (402) 734-6262
- (2) Lansmont Corporation
 1287 Reamwood
 Sunnyvale, CA 94089
 (408) 734-9724
- Michigan State University School of Packaging East Lansing, MI 48824 (517) 355-9580
- (4) Owens-Illinois, Inc.
 P.O. Box 1035
 Toledo, OH 43666
 (419) 247-5000

- Rutgers University Packaging Science and Engineering Dept.
 P.O. Box 909
 Piscataway, NJ 08854 (201) 932-3679
- (6) Ten-E Packaging Services, Inc.
 1666 Country Road 4 Newport, MN 55123 (612) 453-1430

3.4 SEAL PEEL TEST

- A. The contractor must perform periodic seal peel tests on the filling end of multiwall paper bags to determine whether the paper plies are adequately adhered. The seal peel test must be performed at every start up and a minimum of every hour during commodity packing operations. The seal peel test must demonstrate an adequate heat-seal of the plastic liner as well as tear of paper fiber (fiber tear) for all paper plies. The contractor must provide FGIS the opportunity to observe every seal peel test and maintain records of seal peel test results for review by USDA.
- B. The seal peel test must be performed as follows:
 - (1) Run an empty bag through the sealing unit.
 - (2) Cut bag approximately 3 to 8 inches below the seal.
 - (3) Cut along the 2 outer creased edges of each gusset to the top of the bag end.

- (4) Spread bag to expose poly liner.
- (5) Check inside plastic liner along the closure and in gussets to determine that the liner is heat-sealed. Pinholes, no larger than 1/8 inch in diameter, are allowable in the closure.
- (6) Pull apart the plies of paper starting from the outer ply, separating seals. (If the seal is good, fibers will completely cover adhesive. If the seal is poor, glossy adhesive will show).
- C. The contractor's seal peel test records must include the following information for each test: date, time, employee's name, product, contract number, railcar number, and result of the test. The result of the test for adequate heat-seal of the liner must be reported as either "good seal" or "poor seal, insufficient bonding," or "poor seal, excessive pinholes," as applicable. The result of the fiber tear test must be reported as either "good seal" or "poor seal, insufficient fiber tear," as applicable. The contractor must take corrective action if the seal peel test indicates a poor seal and must retest until a good seal is achieved.

PART 4. MARKING REQUIREMENTS

4.1 EXHIBITS A AND B

- A. The bags must be marked in the color as specified in the enclosed exhibits. Any markings not shown on the enclosed exhibits must be marked in blue. When printed on the bag, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable.
- B. All dimensions are approximate. Unless otherwise specified, all characters must be in normal block print.
- C. The letters USA must be Univers black (75) oblique, or Helvetica extra bold with 70% scaling and -70 tracking or equivalent to match the style as shown in enclosed exhibits. The letters USA must be 4-3/4 inches high, and 9-3/4 inches in total width. All other lettering must be in normal block print. The three stripes adjacent USA must be 1-inch high and must extend to the edge of the panel.
- D. The USAID logo must be printed in the same style as shown in the enclosed exhibits. The logo must be 4-5/8 inches high and 3-3/8 inches in width.
- E. The commodity name must be 1-1/4 inch print.
- F. The statement "NOT TO BE SOLD OR EXCHANGED" must be in 3/4 inch print. The contract number and net weight must be 5/8 inch print. For on-line printing purposes, the contract number may appear in any location on the bag, provided the number is conspicuous.
- G. The geometric symbols must appear as shown in the enclosed exhibits.
- H. The markings on the back panel of the bag may be adjusted as necessary in size and location to accommodate an overlap of the paper during manufacturing.
- I. <u>Gussets</u>
 - (1) The geometric symbols must appear in both gussets, adjacent to USA, as shown in the enclosed exhibits.
 - (2) The letters USA must be Univers black (75) oblique, or Helvetica extra bold with 70% scaling and -70 tracking or equivalent to match the style as shown in enclosed exhibits. The letters USA must be 3 inches high and printed in both gussets.

4.2 ADDITIONAL/SPECIAL MARKINGS

The Kansas City Commodity Office will furnish any additional or special markings within two business days after the date of the contract. The procurement of containers should be deferred for at least two business days after the date of the contract.

The following special marking requirements may be requested under the contract:

Special Marking Requirement #1

Omit the letters "USA" and the stripes, the USAID logo, the words "NOT TO BE SOLD OR EXCHANGED," and retain all other markings.

<u>Special Marking Requirement #2</u> Omit the USAID logo and retain all other markings.

Special Marking Requirement #3 Omit the words "NOT TO BE SOLD OR EXCHANGED," and retain all other markings.

Special Marking Requirement #4

Omit the USAID logo, the words "NOT TO BE SOLD OR EXCHANGED," and retain all other markings.

4.3 LOT CODES

Lot codes unique to each lot offered for inspection must be legibly marked on each individual container. Commodity suppliers may use any type of lot coding system provided a unique code is used to identify each lot offered for inspection under a CCC contract. Commodity suppliers must provide FGIS or AMS inspection personnel, as applicable, with an explanation of the lot coding system utilized.

4.4 EMPTY BAG DIMENSIONS

A. All bags must be marked with the empty dimensions as follows:

Gusseted Bags Face Width X Gusset Width X Finished Length

Flat Tube Bags Face Width X Finished Length

B. The dimensions may be printed anywhere on the bag, but must be as small as possible, yet legible.

4.5 CERTIFICATION OF COMPLIANCE

A C.O.C. may be printed on each individual container. When printed on the container, the C.O.C. must be applied in accordance with paragraph 2.2 of this appendix.

4.6 CONTAINERS WITH INCORRECT MARKINGS

- A. Containers displaying incorrect markings may be used provided that the incorrect markings are obliterated and correct markings are applied in a permanent manner.
- B. The contractor must take necessary action, in accordance with USDA-1, Article 62, to prevent the appearance in commercial or other channels of containers and container materials bearing markings required under the contract, including those held by the contractor or others, e.g., overruns.

EFFECTIVE: January 1, 1998

UNITED STATES DEPARTMENT OF AGRICULTURE

COMMODITY CREDIT CORPORATION

KANSAS CITY COMMODITY OFFICE P.O. BOX 419205 KANSAS CITY, MO 64141-6205

APPENDIX 3

Commercial Item Description Salad Oils, Vegetable

ANNOUNCEMENT CSB9

A-A-20091B dated April 21, 1997

