

UNITED STATES
DEPARTMENT OF
AGRICULTURE

COMMODITY
CREDIT
CORPORATION

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

EFFECTIVE: October 15, 2003

ANNOUNCEMENT PR1

**PURCHASE OF
PROCESSED RAISINS
FOR USE IN EXPORT PROGRAMS**



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PROCESSED RAISINS

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**ANNOUNCEMENT PR1
PURCHASE OF PROCESSED RAISINS
FOR USE IN EXPORT 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 processed raisins (hereinafter referred to as processed raisins 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. Terms and Conditions

- (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. Certifications, Representations, and Warranties

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. Commodity Specifications

Appendix 2 to this announcement contains the United States Standards for Grades of Processed Raisins.

2. ELIGIBILITY OF OFFERORS

To be eligible to submit an offer under this announcement, the offeror must be registered in the CCR database.

- A. Central Contractor Registration: Unless exempted by an addendum to the solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2324 or 269-961-5757.

- B. 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 Warehouse Licensing and Examination Division for the purpose of evaluating the offeror's ability to perform the contract.

- C. Meet the definitions of a manufacturer or nonmanufacturer 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) Nonmanufacturer means a person that is primarily engaged in the wholesale or retail trade and normally sells the items being supplied to the general public, and will supply the end item of a small business manufacturer or processor made in the United States, or obtain a waiver of such requirement pursuant to 13 C.F.R. 121.406.

- D. 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.

3. SUBMISSION OF OFFERS

A. How to Submit Offers

- (1) Offers must be submitted by regular mail, express mail, or hand delivered. **(The invitation will specify the office to which offers are to be submitted).** Offers must include a signed original and one copy of the offer form. Reproductions of the offer form are acceptable. Appendix 1 to this Announcement must be submitted to the Kansas City Commodity Office (KCCO) with the offer form if it was not previously submitted within the calendar year.
- (2) Envelopes containing the offers are to be sealed and marked with the name and address of the offeror in the upper left corner. Offers submitted by express mail, must be sealed inside a second envelope. All envelopes are to have Optional Form OF-17, Offer Label, filled in and attached or must be plainly marked with the following statement: **“DO NOT OPEN UNTIL PRESCRIBED TIME UNDER ANNOUNCEMENT PR1, (Enter Appropriate Invitation Number.)”** If overnight/express service is utilized, this statement must be printed clearly on the outer express envelope, not the mailing label.
- (3) Modifications or withdrawals of offers may be submitted by letter, express mail, facsimile, or hand delivered.
- (4) Amended offers may be submitted via facsimile at the offeror’s risk. CCC will not be responsible for any failure attributed to the transmission or receipt of facsimile changes including, but not limited to the following:
 - (a) Receipt garbled or incomplete.
 - (b) Availability or condition of the receiving facsimile equipment.
 - (c) Incompatibility between the sending and receiving equipment.
 - (d) Delay in transmission or receipt of price changes.
 - (e) Failure of the bidder to properly identify the information.
 - (f) Illegibility of the information.
 - (g) Security of changes.
- (5) Changes by facsimile must contain the required signatures.

B. Where and When to Submit Offers

- (1) Offers, modifications, or withdrawals of offers must be submitted to KCCO 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 workday.
- (2) Whether an offer, modification, or withdrawal is received timely will be determined, in the case of regular mail and express mail, by the time stamp of the Kansas City Management Office (KCMO) mailroom.
- (3) Offers, modification, or withdrawals of offers must be submitted to:

Kansas City Commodity Office
Export Bid Box, Mail Stop 8738
Export Operations Division
P.O. Box 419205
Kansas City, Missouri 64141-6205

- (4) Users of the various express delivery services are to address correspondence to:

Kansas City Management Office
Export Bid Box, Mail Stop 8738
Export Operations Division
6501 Beacon Drive
Kansas City, Missouri 64133-4676

C. Late Submissions, Modifications, and Withdrawals of Bids

- (1) Any bid received after the designated time specified for receipt in the invitation will not be considered. Notwithstanding the 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.
- (2) Notwithstanding the above, a bid may be withdrawn in person by an offeror or an authorized representative if, before the exact time set for receipt for bids, the identity of the person requesting withdrawal is established and that person signs a receipt for the bid.

D. Delivery Basis

- (1) Offer prices will be quoted and delivery will be either f.a.s vessel, intermodal plant, or intermodal bridge as specified in the contract.
- (2) Contractors must deliver the commodity according to the following:
 - (a) Contracts for f.a.s. vessel must be delivered in accordance with Article 56 of USDA-1.

- (b) Contracts for intermodal plant must be delivered f.o.b. conveyance. Contractors are responsible for obtaining the transportation conveyance and loading the cargo. Steamship lines are responsible for transportation costs to the U.S. port and all charges incurred to load vessel.
- (c) For intermodal bridge contracts, contractors are responsible for loading cargo and paying for transportation costs to a specific location at the designated U.S. point, named by the steamship line. Contractors are to contact the notify party indicated on the Notice to Deliver and/or the steamship line to obtain the exact location for delivery. Steamship lines are responsible for transportation expenses incurred (if any) to move the transportation conveyance to a U.S. port, unloading the conveyance (including container stuffing charges, where applicable), and all charges incurred to load the vessel.

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) USDA-1, except Article 34, 49, 50, and all of Part E.
- B. If the provisions of USDA-1 and this announcement are not consistent, the provisions of this announcement will prevail. If the provisions of USDA-1, 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 Code	Size Standard (Employees)
Dried foods (e.g., fruits, milk, vegetables) merchant wholesalers	424490	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). 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. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

- (1) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 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. Price or Fee Adjustment for Illegal or Improper Activity

(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 “fee 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 debar 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 grown and packed in the United States in accordance with responsible commercial practices, during the packing season, and from the crop year(s) specified in the invitation.

- (2) 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)
- (3) 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.
- (4) The contractor must ensure that both the contractor and subcontractor(s) maintain records including, but not limited to, invoices, production and inventory records evidencing product origin, load or warehouse storage receipts for processed product (i.e., bin tags), product coding explanations, finished product warehousing records, shipping or payment records, or other documentation or evidence that clearly establishes the product's domestic origin to the grower level.
- (5) If any product originating from sources other than the United States are otherwise handled, the contractor shall develop and maintain an identification and record system for these products to ensure that non-domestic products are segregated and not used to fulfill contracts awarded under this announcement. Such segregation plans must be made available to the AMS inspection and/or audit agent.

B. Quality of Product

- (1) Processed raisins must meet the requirements specified in the applicable United States Standards for Grades of Processed Raisins (U.S. Standards) effective on the date of the invitation.
- (2) 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.
- (3) All processed raisins must be from the current packing season/crop year, unless otherwise specified in the applicable invitation.

C. Raisin Specifications

- (1) Raisins must be Grade B or better, as defined in the U.S. Standard, unless otherwise specified in the invitation.
- (2) Invitation will specify the variety of raisins to be offered under this announcement.

D. Fumigation

Fumigation of all dried, processed fruits must occur as near as possible, but not exceed 30 days before packing; and the processed and packaged product must be fumigated within 20 days of shipment. Such practices must be performed under the observation and to the satisfaction of the USDA Grader.

10. PACKAGING AND MARKING REQUIREMENTS

- A. The containers and case markings shall meet the United States Standards for Condition of Food Containers (7 CFR Part 42). All products must be packed in new, commercially acceptable primary containers. Processed raisins shall be packed only in the container size and type specified in the applicable invitation. The packages must be suitably code marked so that the product is identified with related inspection certificates.
- B. Packaged Products may be unitized (palletized and stretch wrapped). If unitizing the following requirements must be followed:
 - (1) Pallets must be:
 - (a) Constructed to facilitate the safe handling, stacking, and transportation of the packaged product, as a unit, without loss or damage.
 - (b) 48 X 40 inches, four-way or partial four-way, and reversible or nonreversible flush stringer.
 - (c) Suitable for use in the shipment of food products.
 - (2) Plastic stretch wrap must be:
 - (a) Constructed of a plastic film which is to be stretched a minimum of 50 percent beyond its original length when stretched around the pallet load.
 - (b) Applied as tightly as possible around all tiers of the palletized shipping containers. The shipping containers must be held firmly in place by the stretch wrap.
 - (3) Pallet loads must be:

- (a) Stacked in such a way as to minimize the amount that shipping containers overhang the edges of pallets. (While shipping containers may overhang the edges of pallets, contractors are reminded that they are responsible for the safe shipment and delivery of the product.)
 - (b) Blocked and braced or otherwise loaded into the conveyance in a manner that prevents shifting during transit.
- C. The marking and labeling must be in accordance with good commercial practices.
- D. The manufacturer's lot code/lot identification number must be shown on the commercial bill of lading.
- E. 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.

11. INSPECTION

- A. Representatives of the AMS, Fruit and Vegetable Programs, Processed Products Branch (USDA Grader) must perform the inspection required by Articles 54 and 55 of USDA-1.
- B. The contractor must give the USDA Grader at least 7 calendar days advanced notice when scheduling inspection
- C. Whether each lot offered meets the product and container requirements of the contract must be determined on the basis of representative sample units. Representative sample units will be graded according to the Regulations Governing Inspection and Certification of Fresh Fruit and Related Products (7 C.F.R. part 51), and United States Standards for Condition of Food Containers (7 C.F.R. part 420140), effective on the date of the invitation.
- D. Subject to Articles 54 and 55 of USDA-1, the acceptability of the quality, weight, packaging, and checkloading of the product must be evidenced by certificates issued by the USDA Grader.
- E. The product shall not be shipped unless the USDA Grader informs the contractor that a designated lot is acceptable. Notice by the USDA Grader that a designated lot scheduled for shipment does not meet requirements of the contract shall constitute rejection of such lot.
- F. Any lot which fails applicable specifications prescribed herein will be rejected as not acceptable for delivery. However, the contractor may request in writing that CCC accept delivery of the lot.
- G. The contractor will not ship the product before receipt of shipping instructions from the

12. 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 contractor will be liable for losses due to deterioration or spoilage for the contracted commodities, which are discovered within nine (9) months of the date of delivery to USDA, in accordance with the provisions of Article 61 of USDA-1.
- D. 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.
- E. Contractors are required to make **TWO** notifications for each shipment (See Article 56(c) of USDA-1):
 - (1) The Notify Party shown on the KC-269, "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 816-823-3059) 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.

13. LIQUIDATED DAMAGES

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

Liquidated damages for delay in shipment due to late issuance of the N/D 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.

14. INVOICES AND PAYMENT

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

Kansas City Finance Office
Financial Operations Division, Payment Certification Branch
Stop Code 8578
P.O. Box 419205
Kansas City, MO 64141-6205

- B. The Debt Collection Improvement Act of 1996 amended U.S.C. 3332 to require Federal agencies to convert all Federal payments from checks to electronic fund transfers. Payments must be made directly to a financial banking institution. To receive payments electronically, Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form must be completed. If you have questions or would like these forms mailed to you, contact Financial Operations Division, Payment Certification Branch.

15. INQUIRIES

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

Kansas City Commodity Office
Export Operations Division
Stop Code 8738
P.O. Box 419205
Kansas City, MO 64141-6205

George W. Aldaya
Director
Kansas City Commodity Office

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EFFECTIVE: September 1, 2003

APPENDIX 1

Certifications, Representations, and Warranties for EXPORT COMMODITY PROCUREMENTS



REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

These certifications concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under the United States Code, including Title 18, U.S.C., Section 1001 and Title 15, U.S.C., Section 714M.

The certifications, representations, and warranties listed in this appendix are required for submission of offers. The Kansas City Commodity Office (KCCO) will retain this appendix on file as the offeror's certifications, representations, and warranties for subsequent invitations for offers under the announcement(s) checked in the table below. By submitting an offer under the announcement(s) checked as applicable by the offeror in the table below, the offeror certifies and warrants that the appendix on file with KCCO contains the current status of the offeror. Offerors are responsible for updating this appendix as may be necessary prior to, or with any applicable offer submission by the offeror.

EXPORT ANNOUNCEMENTS		NAICS CODE	SIZE STANDARD	
(v) APPLICABLE ANNOUNCEMENTS			NO. OF EMPLOYEES	
	BO	Crude Degummed Soybean & Crude Sunflower Seed Oil	311222	500
	BWSF	Bulgur / Soy Fortified Bulgur	311211	500
	CO	Corn Oil	311225	1,000
	CMSF	Cornmeal / Soy-Fortified Cornmeal	311211	500
	CSB	Corn-Soy Blend	311211	500
	CSSM	Corn-Soy / Instant Corn-Soy Milk	311211	500
	DPP	Dehydrated Potato Products	311423	500
	DVP	Dehydrated Vegetable Products	311423	500
	FF	Fresh Fruit	424480	500
	KCP BAGS	Bags	314911	500
		Needles	424310	
		Twine	314991	
	KCBG	Purchase of Bagged Grain	424510	500
	KCPG	Grain (Bulk)	424510	500
		Milled Rice (Bulk)	311212	
		Soybean Meal (Bulk)	311222	
	MF	Instant Corn-Soya Masa Flour	311211	500
	MR	Milled Rice	311212	500
	PBL	Dry Edible Beans,	424510	500
		Peas, & Lentils	424590	
	SFSG	Soy-Fortified Sorghum Grits	311211	500
	SFSO	Sunflower Seed Oil	311223	1,000
	TAL	Tallow	311613	500
	VASP	Value Added Soy Products	311222	500
	VO	Vegetable Oil	311225	1,000
	WFBF	All Purpose Flour / Bread Flour	311211	500
	WSB	Wheat-Soy Blend	311211	500
	WSM	Wheat-Soy Milk	311211	500

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 Index of FAR Clauses

52.203-2	Certificate of Independent Price Determination (Apr 1985)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)
52.204-3	Taxpayer Identification (Oct 1998)
52.204-5	Women-Owned Business (Other Than Small Business) (May 1999)
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)
52.214-14	Place of Performance - Sealed Bidding (Apr 1985)
52.219-1	Small Business Program Representations (Apr 2002)
52.222-22	Previous Contracts and Compliance Reports (Feb 1999)
52.222-25	Affirmative Action Compliance (Apr 1984)
52.223-13	Certification of Toxic Chemical Release Reporting (Oct 2000)

K.2 FAR Clauses

52.203-2 -- Certificate of Independent Price Determination (Apr 1985)

As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.203-5 Covenant Against Contingent Fees.

As prescribed in 3.404, insert the following clause:

Covenant Against Contingent Fees (Apr 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

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"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-11 -- Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)

As prescribed in 3.808, insert the following provision:

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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(End of provision)

52.204-3 -- Taxpayer Identification (Oct 1998)

As prescribed in 4.905, insert the following provision:

Taxpayer Identification (Oct 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C.7701(c) and 3325(d), reporting requirements of 26 U.S.C.6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C.7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

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(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

52.204-5 -- Women-Owned Business (Other Than Small Business) (May 1999)

As prescribed in 4.603(b), insert the following provision:

Women-Owned Business (Other Than Small Business) (May 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it is a women-owned business concern.

(End of Provision)

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

52.209-5 -- Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

As prescribed in 9.409(a), insert the following provision:

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

52.214-14 -- Place of Performance Sealed Bidding (Apr 1985)

As prescribed in 14.201-6(h), insert the following provision:

Place of Performance Sealed Bidding (Apr 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, intends [], does not intend [] [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance : List all plant locations (Attach additional pages if necessary)

Street Address, City, State, County, Zip Code

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

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52.219-1 Small Business Program Representations (APR 2002)

As prescribed in 19.307(a)(1), insert the following provision: Small Business Program Representations (Apr 2002)

- (a)(1) The North American Industry Classification System (NAICS) code varies as indicated by the box or boxes selected on page K-1.
- (2) The small business size standard varies as indicated by the box or boxes selected on page K-1.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
 - (1) The offeror represents as part of its offer that it is, is not a small business concern.
 - (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.
 - (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
 - (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
 - (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-
 - (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a

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small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

52.222-22 -- Previous Contracts and Compliance Reports (Feb 1999)

As prescribed in 22.810(a)(2), insert the following provision:

Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that --

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

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(End of Provision)

52.222-25 -- Affirmative Action Compliance (Apr 1984)

As prescribed in 22.810(d), insert the following provision:

Affirmative Action Compliance (Apr 1984)

The offeror represents that --

(a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

52.223-13 -- Certification of Toxic Chemical Release Reporting (Oct 2000)

As prescribed in 23.907(a), insert the following provision:

Certification of Toxic Chemical Release Reporting (Oct 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C.13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C.11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C.11023(b)(1)(A);

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C.11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

K.3 Definitions and Additional Certifications

1. Manufacturer (*Check One*)

Offeror represents and certifies that it is is not a manufacturer.

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. Nonmanufacturer (*Check One*)

Offeror represents and certifies it is is not a nonmanufacturer.

Nonmanufacturer means a person that is primarily engaged in the wholesale or retail trade and normally sells the items being supplied to the general public; and will supply the end item of a small business manufacturer or processor made in the United States, or obtains a waiver of such requirement pursuant to 13 C.F.R. 121.406.

3. Total Small Business Set Aside Agreement

A manufacturer or nonmanufacturer submitting an offer in its own name warrants that it will furnish in performing the contract, only small business set-aside end items manufactured or produced by small business concerns inside the United States, its territories and possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands.

4. Toxic Chemical Release Reporting (Oct 2000)

As prescribed in 23.907(b) the following clause is incorporated by reference. 52.223-14

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

Certification of Toxic Chemical Release Reporting (Oct 2000).

The certifications, warranties, and representations as set forth in this appendix to the announcement(s) indicated as applicable on page K-1 of this appendix and Part C of USDA-1, are hereby made.

IN WITNESS WHEREOF, the undersigned has executed this offer this _____ day of _____, _____ .
 (Month) (Year)

NAME OF FIRM

SIGNATURE ¹

TITLE

TYPED NAME

Officer or Employee Responsible for the Offer

Additional Representatives Authorized to Sign Offers	
Signature	Typed Name

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NO.

FAX NO.

EMAIL ADDRESS

¹ Before signing this Appendix, see Article 6 of USDA-1.

UNITED STATES
DEPARTMENT OF
AGRICULTURE

COMMODITY
CREDIT
CORPORATION

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

EFFECTIVE: October 17, 2003

APPENDIX 2

U.S. STANDARDS FOR GRADES OF PROCESSED RAISINS





**United States
Department of
Agriculture**

**Agricultural
Marketing
Service**

**Fruit and
Vegetable
Division**

**Processed
Products
Branch**

United States Standards for Grades of Processed Raisins

Effective date December 1, 1978

This is the seventh issue, as amended, of the United States Standards for Grades of Processed Raisins published in the **FEDERAL REGISTER** of November 7, 1978 (43 FR 51753) to become effective December 1, 1978. This issue supersedes the seventh issue, which has been in effect since September 1, 1976.

Voluntary U.S. grade standards are issued under the authority of the Agricultural Marketing Act of 1946, which provides for the development of official U.S. grades to designate different levels of quality. These grade standards are available for use by producers, suppliers, buyers, and consumers. As in the case of other standards for grades of processed fruits and vegetables, these standards are designed to facilitate orderly marketing by providing a convenient basis for buying and selling, for establishing quality control programs, and for determining loan values.

The standards also serve as a basis for the inspection and grading of commodities by the Federal inspection service, the only activity authorized to approve the designation of U.S. grades as referenced in the standards, as provided under the Agricultural Marketing Act of 1946. This service, available as on-line (in-plant) or lot inspection and grading of all processed fruit and vegetable products, is offered to interested parties, upon application, on a fee-for-service basis. The verification of some specific recommendations, requirements, or tolerances contained in the standards can be accomplished only by the use of on-line inspection procedures. In all instances, a grade can be assigned based on final product factors or characteristics.

In addition to the U.S. grade standards, grading manuals or instructions for inspection of several processed fruits and vegetables are available upon request for a nominal fee. These manuals or instructions contain detailed interpretations of the grade standards and provide step-by-step procedures for grading the product.

Grade standards are issued by the Department after careful consideration of all data and views submitted, and the Department welcomes suggestions which might aid in improving the standards in future revisions. Comments may be submitted to, and copies of standards and grading manuals obtained from:

Chief, Processed Products Branch
Fruit and Vegetable Division, AMS
U.S. Department of Agriculture
P.O. Box 96456, Rm. 0709, So. Bldg.
Washington, D.C. 20090-6456

United States Standards for Grades of Processed Raisins

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Authority: Agricultural Marketing Act of 1946, Secs. 203, 205, 60 Stat. 1087, as amended, 1090, as amended (7 U.S.C. 1622, 1624).

NOTE: Compliance with the provisions of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act, or with applicable State laws and regulations.

§52.1841 Product description.

Processed Raisins are dried grapes of the Vinifera varieties, such as Thompson Seedless (Sultanina), Muscat of Alexandria, Muscatel Gordo Blanco, Sultana, Black Corinth or White Corinth. The processed raisins are prepared from clean, sound, dried grapes; are properly stemmed and capstemmed except for cluster or uncapstemmed raisins; are properly seeded in seeded styles; are sorted or cleaned, or both; and except for cluster or uncapstemmed raisins, are washed in water to assure a wholesome product.

§52.1842 Product description of layer or cluster raisins with seeds.

Raisins with Seeds that are referred to as **Layer or Cluster raisins** means that the raisins have not been detached from the main bunch.

§52.1843 Summary of types (varieties) of processed raisins.

- (a)** Type I - Seedless Raisins.
 - (1)** Natural.
 - (2)** Dipped, Vine-dried, or similarly processed raisins.
- (b)** Type II - Golden Seedless Raisins.
- (c)** Type III - Raisins with Seeds.
 - (1)** Natural.
 - (i)** Seeded (seeds removed).
 - (ii)** Unseeded-capstemmed (loose).
 - (iii)** Unseeded-uncapstemmed (loose).
 - (iv)** Layer (or Cluster).
 - (2)** Dipped, Vine-dried, or other similarly processed raisins.
 - (i)** Seeded (seeds removed).
 - (ii)** Unseeded-capstemmed (loose).
 - (iii)** Unseeded-uncapstemmed (loose).
- (d)** Type IV - Sultana Raisins.

- (e) Type V - Zante Currant Raisins.
 - (i) Unseeded.
 - (ii) Seeded.
- (f) Type VI - Mixed Types or Varieties of Raisins. A mixture of two or more different types (varieties) of raisins including sub-types outlined in this section but other than:
 - (1) Mixtures containing Layer or Cluster Raisins with seeds;
 - (2) Mixtures containing Unseeded-capstemmed and Unseeded-uncapstemmed Raisins with Seeds; and
 - (3) Mixture of Seeded and Unseeded Raisins with Seeds.

§52.1844 Definition of terms.

- (a) **Capstems** means small woody stems exceeding 1/8-inch in length which attach the raisins to the branches of the bunch.
- (b) **A piece of stem** means a portion of the branch or main stem.
- (c) **Seeds** refers to whole, fully developed seeds which have not been removed during the processing of seeded Raisins with Seeds.
- (d) **Damaged raisins** means raisins affected by sunburn, scars, insect injury, mechanical injury, or other similar means which seriously affect the appearance, edibility, keeping quality, or shipping quality of the raisins. In seeded Raisins with Seeds, mechanical injury resulting from normal seeding operations is not considered damaged.
- (e) **Sugared** means either external or internal sugar crystals are present and the accumulation of such crystallized fruit sugars in the flesh or on the surface of the raisins is readily apparent.
- (f) **Grit, sand, or silt** means any particle of earthy material.
- (g) **Moisture** means the percentage by weight of the processed raisins, exclusive of branch and heavy stem material, that is moisture when determined by the **Dried Fruit Moisture Tester Method** or in accordance with other methods that give equivalent results.

- (h) **Slightly discolored** means a raisin affected by a brown to dark brown discolored area around the capstem end of the raisin that is less than the area of a circle 1/8-inch in diameter.
- (i) **Discolored** means a raisin affected by a brown to dark brown discolored area around the capstem end of the raisin that equals or exceeds the area of a circle 1/8-inch in diameter; **Provided**, that the overall appearance, keeping quality, and edibility of the product are not seriously affected.
- (j) **Well-matured** means raisins that are full-fleshed, may have fine wrinkles and are rounded in appearance.
- (k) **Reasonably well-matured** means raisins that are reasonably full-fleshed and may have shallow wrinkles with thick edged ridges.
- (l) **Fairly well matured** means raisins that are thin-fleshed and angular in appearance.
- (m) **Substandard development** means raisins that are practically lacking in flesh.
- (n) **Undeveloped** refers to extremely light berries that are lacking in sugary tissue indicating incomplete development; are reddish in color; are completely shriveled; have fine wrinkles on smaller units and moderately deep wrinkles on slightly larger units; and are commonly referred to as **worthless**.

§52.1845 Sizes of seedless raisins.

The size designations and measurement requirements for the respective sizes are:

- (a) **Select size raisins** means that no more than 60 percent, by weight, of all the raisins will pass through round perforations 22/64-inch in diameter, but not more than 10 percent, by weight, of all the raisins may pass through round perforations 20/64-inch in diameter.
- (b) **Small or midget size raisins** means that 95 percent, by weight, of all the raisins will pass through round perforations 24/64-inch in diameter, and not less than 70 percent, by weight, of all raisins will pass through round perforations 22/64-inch in diameter.
- (c) **Mixed size raisins** means a mixture which does not meet either the requirements for **select** size; or for **small** or **midget** size.

§52.1846 Grades of seedless raisins.

- (a) U.S. Grade A** is the quality of Seedless Raisins that have similar varietal characteristics; that have a good typical color; that have a good characteristic flavor; that show development characteristics of raisins prepared from well-matured grapes with not less than 80 percent, by weight, of raisins that are well-matured or reasonably well-matured; that contain not more than 18 percent, by weight, of moisture for all varieties of Seedless Raisins except the Monukka variety, which may contain not more than 19 percent, by weight, of moisture; and that meet the additional requirements outlined in Table I of this subpart.
- (b) U.S. Grade B** is the quality of Seedless Raisins that have similar varietal characteristics; that have a reasonably good typical color; that have a good characteristic flavor; that show development characteristics of raisins prepared from reasonably well-matured grapes with not less than 70 percent, by weight, of raisins that are well-matured or reasonably well-matured; that contain not more than 18 percent, by weight, of moisture for all varieties of Seedless Raisins except the Monukka variety, which may contain not more than 19 percent, by weight, of moisture; and that meet the additional requirements outlined in Table I of this subpart.
- (c) U.S. Grade C** is the quality of Seedless Raisins that have similar varietal characteristics; that have a fairly good typical color; that have a fairly good flavor; that show development characteristics of raisins prepared from fairly well-matured grapes with not less than 55 percent, by weight, of raisins that are well-matured or reasonably well-matured; that contain not more than 18 percent, by weight, of moisture for all varieties of Seedless Raisins except the Monukka variety, which may contain not more than 19 percent, by weight, of moisture; and that meet the additional requirements outlined in Table I of this subpart.
- (d) Substandard** is the quality of Seedless Raisins that fail to meet the requirements of U.S. Grade C.

TABLE I

ALLOWANCES FOR DEFECTS IN TYPE I, SEEDLESS RAISINS AND TYPE II, GOLDEN SEEDLESS RAISINS

Defects	U.S. Grade A	U.S. Grade B	U.S. Grade C
	Maximum count (per 96 ounces)		
Pieces of stem	1	2	4
	Maximum count (per 16 ounces)		
Capstems	15	25	35
	Maximum (percent by weight)		
Sugar	5	10	15
Discolored, damaged, or moldy raisins	4	6	9
Provided these limits are not exceeded:			
Damaged	2	3	5
Moldy	2	3	4
Substandard Development and Undeveloped	Total	Total	Total
Select size	1	1-1/2	2
Mixed size	1	2	3
Small (Midget) size	2	3	5
	Appearance or edibility of product:		
Slightly discolored or damaged by fermentation or any other defect not described above	May not be affected.	May not be more than slightly affected.	May not be materially affected.
Grit, sand or silt	None of any consequence may be present that affects the appearance or edibility of the product.		Not more than a trace may be present that affects the appearance or edibility of the product.

§52.1847 Colors of golden seedless raisins.

The color of Golden Seedless Raisins is not a factor of quality for the purposes of these grades. The color requirements applicable to the respective color designations are as follows:

- (a) **Well colored** means that the raisins are practically uniform in color and may range from yellow or golden to light amber color with a predominating yellow or golden color and that not more than 1/2 of one percent, by weight, of all the raisins may be definitely dark berries.
- (b) **Reasonably well colored** means that the raisins are reasonably uniform in color and may range from yellow or golden or greenish yellow to light amber wherein the predominating color may be greenish yellow or light amber and that not more than three percent, by weight, of all the raisins may be definitely dark berries.
- (c) **Fairly well colored** means that the raisins are fairly uniform in color and may range from yellow or greenish yellow to amber or light greenish amber and that not more than six percent, by weight, of all the raisins may be definitely dark berries.
- (d) **Colored** means that the raisins may be variable in color and may range from yellowish green to dark amber or dark greenish amber; that not more than 20 percent, by weight, of all the raisins may be definitely dark berries.
- (e) **Definitely dark berries** means raisins which are definitely darker than dark amber and characteristic of naturally **raisined** grapes.

§52.1848 Sizes of golden seedless raisins.

The size designation and measurement requirements for the respective sizes of Golden Seedless Raisins are the same as for Seedless Raisins (See Sec. 52.1845).

§52.1849 Grades of golden seedless raisins.

Except for color, the grades of Golden Seedless Raisins are the same as for Seedless Raisins (See Sec. 52.1846 and Table I).

§52.1850 Sizes of raisins with seeds - except layer or cluster.

The sizes of Raisins with Seeds - except for Layer or Cluster Raisins with Seeds, are not incorporated in the grades of the finished product since size, as such, is not a factor of quality for the purposes of these grades. The common size designations and measurement requirements applicable thereto include, but are not limited to, the following:

(a) Seeded.

- (1) Select size raisins** means that not more than 70 percent, by weight, of the raisins will pass through round perforations 34/64-inch in diameter; and not more than five percent, by weight, of all the raisins will pass through round perforations 22/64-inch in diameter.
- (2) Small or midget size raisins** means that all of the raisins will pass through round perforations 34/64-inch in diameter and not less than 90 percent, by weight, of all the raisins will pass through round perforations 22/64-inch in diameter.
- (3) Mixed size raisins** means a mixture which does not meet either the requirements for **select** size or for **small** (or **midget**) size.

(b) Unseeded.

- (1) 4 Crown** means raisins that will not pass through round perforations 42/64-inch in diameter.
- (2) 3 Crown** means raisins that will pass through round perforations 42/64-inch in diameter but will not pass through round perforations 34/64-inch in diameter.
- (3) 2 Crown** means raisins that will pass through round perforations 34/64-inch in diameter but will not pass through round perforations 24/64-inch in diameter.
- (4) 1 Crown** means raisins that will pass through round perforations 24/64-inch in diameter.

§52.1851 Sizes of raisins with seeds - layer or cluster.

The size of Layer or Cluster Raisins with Seeds is incorporated in the grades of the finished product. The size designation and measurement as applicable to layer or cluster raisins with seeds are:

- (a) **3 Crown Size or Larger.** 3 Crown size or larger in Layer or Cluster Raisins with Seeds means that the raisins, exclusive of stems and branches, are such size that they will not pass through round perforations 3/64-inch in diameter.

§52.1852 Grades of raisins with seeds - except layer or cluster.

- (a) **U.S. Grade A** is the quality of Raisins with Seeds that have similar varietal characteristics; that have a good typical color with not more than 10 percent, by weight, that may be dark reddish-brown berries; that have a good characteristic flavor; that show development characteristics of raisins prepared from well-matured grapes; with not less than 80 percent, by weight, of raisins that are well-matured or reasonably well-matured; that contain not more than 18 percent, by weight, of moisture, except that any seeded raisins may contain not more than 19 percent, by weight, of moisture; and meet the additional requirements as outlined in Table II of this subpart.
- (b) **U.S. Grade B** is the quality of Raisins with Seeds that have similar varietal characteristics; that have a reasonably good typical color with not more than 15 percent, by weight, that may be dark reddish-brown berries; that have a good characteristic flavor; that show development characteristics of raisins prepared from reasonably well-matured grapes; with not less than 70 percent, by weight, of raisins that are well-matured or reasonably well-matured; that contain not more than 18 percent, by weight, of moisture, except that any seeded raisins may contain not more than 19 percent, by weight, of moisture; and meet the additional requirements as outlined in Table II of this subpart.
- (c) **U.S. Grade C** is the quality of Raisins with Seeds that have similar varietal characteristics; that have a fairly good typical color with not more than 20 percent, by weight, that may be dark reddish-brown berries; that have a fairly good flavor; that show development characteristics of raisins prepared from fairly well-matured grapes; that contain not more than 18 percent, by weight, of moisture, except that any seeded raisins may contain not more than 19 percent, by weight, of moisture; and meet the additional requirements as outlined in Table II of this subpart.
- (d) **Substandard** is the quality of Raisins with Seeds that fail to meet the requirements of U.S. Grade C.

TABLE II
ALLOWANCES FOR DEFECTS IN RAISINS WITH SEEDS
EXCEPT LAYER OR CLUSTER

Defects	U.S. Grade A	U.S. Grade B	U.S. Grade C
	Maximum count (per 32 ounces)		
Pieces of stem	1	2	3
	Maximum count (per 16 ounces)		
Capstems in other than uncapstemmed types	10	15	20
Seeds in seeded types	12	15	20
Loose capstems in uncapstemmed types	20	20	20
	Maximum (percent by weight)		
Sugar	5	10	15
Discolored, damaged, or moldy raisins	5	7	9
Provided these limits are not exceeded:			
Damaged	3	4	5
Moldy	2	3	4
Substandard Development and Undeveloped	2	5	8
	Appearance or edibility of product:		
Slightly discolored or damaged by fermentation or any other defect not described above	May not be affected.	May not be more than slightly affected.	May not be more than materially affected.
Grit, sand or silt	None of any consequence may be present that affects the appearance or edibility of the product.		Not more than a trace may be present that affects the appearance or edibility of the product.

§52.1853 Grades with seeds - layer or cluster.

- (a) U.S. Grade A** is the quality of Layer or Cluster Raisins with Seeds that have similar varietal characteristics; that have a good typical color; that have a good characteristic flavor; that are uniformly cured and show development characteristics of raisins prepared from well-matured grapes; that contain not more than 23 percent, by weight, of moisture; that not less than 30 percent, by weight, of the raisins, exclusive of stems and branches, are 3-Crown size or larger; and that meet the following additional requirements as outlined in Table III of this subpart.
- (b) U.S. Grade B** is the quality of Layer or Cluster Raisins with Seeds that have similar varietal characteristics; that have a reasonably good typical color; that have a good characteristic flavor; that are uniformly cured and show development characteristics of raisins prepared from reasonably well-matured grapes; that contain not more than 23 percent, by weight, of moisture; that not less than 30 percent, by weight, of the raisins exclusive of stems and branches, are 3-Crown size or larger; and that meet the additional requirements outlined in Table III of this subpart.
- (c) Substandard** is the quality of Layer or Cluster Raisins with Seeds that fail to meet the requirements of U.S. Grade B.

TABLE III
ALLOWANCES FOR DEFECTS IN LAYER OR CLUSTER RAISINS WITH SEEDS

Defects	U.S. Grade A	U.S. Grade B
	Maximum (percent by weight)	
Sugared	5	10
Discolored, damaged, or moldy	5	7
Provided these limits are not exceeded:		
Damaged	3	4
Moldy	2	3
Substandard Development and Undeveloped ...	2	5
Shattered (or loose) individual berries and small clusters of 2 or 3 berries	Practically free	Reasonably free
	Appearance or edibility of product:	
Slightly discolored or damaged by fermentation or any other defect not described above	May not be affected	May not be more than slightly affected
Grit, sand or silt	None of any consequence may be present that affects the appearance or edibility of the product.	

§52.1854 Sizes of Sultana Raisins.

Size designations are not applicable to Sultana Raisins.

§52.1855 Grades of Sultana Raisins.

- (a) U.S. Grade A** is the quality of Sultana Raisins that have similar varietal characteristics; that have a good typical color; that have a good characteristic flavor; that show development characteristics of raisins prepared from well-matured grapes; with not less than 80 percent, by weight, of raisins that are well-matured or reasonably well matured; and that contain not more than 18 percent, by weight, of moisture, and that meet the additional requirements outlined in Table IV of this subpart.
- (b) U.S. Grade B** is the quality of Sultana Raisins that have similar varietal characteristics; that have a reasonably good typical color; that have a good characteristic flavor; that show development characteristics of raisins prepared from reasonably well-matured grapes; with not less than 70 percent, by weight, of raisins that are well-matured or reasonably well matured; and that contain not more than 18 percent, by weight, of moisture, and that meet the additional requirements as outlined in Table IV of this subpart.
- (c) U.S. Grade C** is the quality of Sultana Raisins that have similar varietal characteristics; that have a fairly good typical color; that have a fairly good flavor; that show development characteristics of raisins prepared from fairly well-matured grapes; that contain not more than 18 percent, by weight, of moisture; and that meet the additional requirements as outlined in Table IV of this subpart.
- (d) Substandard** is the quality of Sultana Raisins that fail to meet the requirements of U.S. Grade C.

**TABLE IV
ALLOWANCES FOR DEFECTS IN SULTANA RAISINS**

Defects	U.S. Grade A	U.S. Grade B	U.S. Grade C
	Maximum count (per 32 ounces)		
Pieces of stem	1	2	3
	Maximum count (per 16 ounces)		
Capstems	25	45	65
	Maximum (percent by weight)		
Sugared	5	10	15
Discolored, damaged, or moldy raisins	4	6	9
Provided these limits are not exceeded:			
Damaged	2	3	5
Moldy	2	3	4
Substandard Development and Undeveloped ...	2	5	8
	Appearance or edibility of product:		
Slightly discolored or damaged by fermentation or any other defect not described above	May not be affected.	May not be more than slightly affected.	May not be more than materially affected.
Grit, sand or silt	None of any consequence may be present that affects the appearance or edibility of the product.		Not more than a trace may be present that affects the appearance or edibility of the product.

§52.1856 Sizes of Zante Currant Raisins.

Size designations are not applicable to Zante Currant Raisins.

§52.1857 Grades of Zante Currant Raisins.

- (a) U.S. Grade A** is the quality of Zante Currant Raisins that have similar varietal characteristics; that have a good typical color; that have a good characteristic flavor; that show development characteristics of raisins prepared from well-matured grapes; that have not less than 75 percent, by weight, of raisins that are well-matured or reasonably well-matured; that contain not more than 20 percent, by weight, of moisture; and meet the additional requirements as outlined in Table V of this subpart.
- (b) U.S. Grade B** is the quality of Zante Currant Raisins that have similar varietal characteristics; that have a reasonably good typical color; that have a good characteristic flavor; that have development characteristics of raisins prepared from reasonably well-matured and/or fairly well matured grapes; that contain not more than 20 percent, by weight, of moisture; and meet the additional requirements as outlined in Table V of this subpart.
- (c) Substandard** is the quality of Zante Currant Raisins that fail to meet the requirements of U.S. Grade B.

TABLE V
ALLOWANCES FOR DEFECTS IN ZANTE CURRANT RAISINS

Defects	U.S. Grade A	U.S. Grade B
	Maximum count	
Pieces of stem	1 per 24 ounces	1 per 16 ounces
Seeds (in Seeded Style)	12 per 16 ounces	15 per 16 ounces
	Maximum (percent by weight)	
Capstems - Zantes with capstems and loose capstems (include one Zante with each loose capstem)	1-1/2	2
Sugared	5	10
Discolored, damaged, or moldy raisins	5	7
Provided these limits are not exceeded:		
Damaged	2	3
Moldy	3	4
Substandard Development and Undeveloped ...	2	5
	Appearance or edibility of product:	
Slightly discolored or damaged by fermentation or any other defect not described above	May not be affected.	May not be more than slightly affected.
Grit, sand or silt	None of any consequence may be present that affects the appearance or edibility of the product.	

§52.1858 Grades of mixed types of varieties of raisins.

The grade of a lot of mixed types of processed raisins shall be the lower (or lowest) grade of any varietal type in the mixture based on the respective requirements for each type, except for moisture, in accordance with this subpart. Mixed types of processed raisins of U.S. Grade A, U.S. Grade B, or U.S. Grade C may contain not more than 18 percent, by weight, of moisture. Mixed types of processed raisins that as a mixture exceed 18 percent, by weight, of moisture are **Substandard**.

Effective date. These standards as amended, shall become effective December 1, 1978.

Dated: November 1, 1978

Sydney J. Butler
Acting Administrator
Food Safety and Quality Service