

UNITED STATES
DEPARTMENT OF
AGRICULTURE

COMMODITY
CREDIT
CORPORATION

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

EFFECTIVE: July 1, 2003

ANNOUNCEMENT VO9

**PURCHASE OF
VEGETABLE OIL PRODUCTS
FOR USE IN EXPORT PROGRAMS**



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VEGETABLE OIL PRODUCTS

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**ANNOUNCEMENT VO9
PURCHASE OF VEGETABLE OIL PRODUCTS
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 vegetable oil or soybean oil products (hereinafter referred to as vegetable oil 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 Total Quality Systems Audit (TQSA) Supplier guidelines, 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. 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. Commercial Item Description

Appendix 3 to this announcement is the Commercial Item Description (CID) for **SALAD OILS (VEGETABLE), A-A-20091D, dated May 7, 2002.** (See Type I - vegetable and soybean oil in CID.)

F. Type I Soybean Oil

All refined vegetable oil destined for delivery to India must be Type I Soybean oil. CCC will require successful offerors to provide the following statement on a company letterhead, signed by an authorized representative of the company, prior to delivery of the refined vegetable oil: "Subject to the terms of Invitation, Announcement VO-9, the metric tons of refined vegetable oil designated for delivery to India under CCC contract numbered VEPD_____ meets or exceeds the commodity specifications of Announcement VO-9, and consists of 100 percent soybean oil."

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. 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.
- B. Offerors must resubmit form SF-129 as necessary when the information requires updating.
- C. 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.
- D. 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.
- E. 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.
- F. 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 forth TQSA requirements may be obtained at the Internet location www.fsa.usda.gov/daco/TQSA/tqsa.htm or by contacting:

TQSA Coordinator
USDA/FSA/WID/Stop 0553
1400 Independence Avenue, SW
Washington, DC 20250-0551

Phone: 202-720-2121
Fax number: 202-690-3123

3. SUBMISSION OF OFFERS

A. How to Submit Offers

- (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.

- (3) Product Conformance Certification - By submitting an offer, the bidder certifies that the product to be delivered conforms in all respects with the contract requirements, specifications, standards and quality assurance practices as stated in applicable announcement. The government reserves the right to require proof of such conformance.

B. Where and When to Submit Offers

- (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. 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, 2, and 3.
 - (5) TQSA Supplier Guidelines.
 - (6) USDA-1, except Articles 6, 7, 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 Code	Size Standard (Employees)
Fats and Oils, Refining and Blending	311225	1,000

- 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 Federal Business Opportunities (FedBizOpps), 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 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. Product Quality Specifications

- (1) Vegetable oil delivered under this announcement must meet the requirements of Appendix 3, except those pertaining to preservation, packaging, packing, labeling, marking, and net weights.
- (2) Salient characteristics in Commercial Item Description for Type I soybean oil is amended to allow for soybean and vegetable oils only. All offers for any other type oil will be rejected.

- (3) Vegetable oil delivered under this announcement must be fortified with vitamin A (retinol palmitate) at the rate of 60-75 IU/g. Labeling shall be in accordance with Part 4 of Appendix 2.
- (4) Contractors shall utilize the services of a private, independently owned and operated laboratory capable of performing the vitamin A analysis of the vegetable oil. Independent testing is authorized to certify the level of vitamin A fortification only. When utilizing the services of a private, independently owned and operated laboratory for analysis of vitamin A content, the following applies:
 - (a) CCC reserves the right to ensure the validity of the independent laboratory's results through random and unannounced comparison tests.
 - (b) Analytical results obtained by the designated laboratory must be submitted to the KCCO Contracting Officer on stationery bearing the laboratory's letterhead.
 - (c) Costs incurred for mailing and analysis of all required (including comparison tests) samples shall be for the account of the contractor.
- (5) Vegetable oil must be processed in accordance with good commercial practices. The delivered oil shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sale of oil within the commercial marketplace. Delivered oil shall comply with all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

C. Quality Discounts

If the product to be delivered by the contractor does not meet the quality specifications of Commercial Item Description A-A-20091D, May 7, 2000, but falls within the discounts listed, the commodity may be delivered to CCC; but the purchase price shall be reduced in accordance with the following schedules of discounts for each 100 pounds (net weight) of product delivered:

DISCOUNTS

See Commercial Item Description for Test Procedures

Excess Color			Excess Peroxide Value Meg/Kg.	Excess Free Fatty Acid, Percent
Red	2.1 or 2.2	5 cents	1.1 through 1.3 - 35 cents	.06 or .07 - 10 cents
Yellow	20.1 or 20.2	5 cents		
Red	2.3 or 2.4	10 cents	1.4 through 1.5 - 50 cents	.08 or .09 - 20 cents
Yellow	20.3 or 20.4	10 cents		
Red	2.5 or 2.6	15 cents		.10 or .11 - 30 cents
Yellow	20.5 or 20.6	15 cents		

- D. Subject to the provisions of Articles 60 and 68 of USDA-1, commodity which deviates from the specifications of this contract shall be rejected.

10. QUALITY ASSURANCE

- A. The contractor must perform the product testing and quality analysis to ensure that the product meets the specifications described in 9.B. 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.
- 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 which do not meet the AQL Standards, and notwithstanding Article 56(b) of USDA-1, contractor assumes all risks and liabilities which arise with respect to the failure of the shipped product to meet contract specifications.

PACK SIZE (LITERS)	NET WEIGHT		UNDER-FILL LIMIT	
	KILOGRAMS	POUNDS	KILOGRAMS	POUNDS
4	3.7	8.1	3.6	7.9
20	18.5	40.7	18.2	40.1
208	194.5	429.0	193.0	425.0
208 NITROGEN SPARGED	193.0	425.0	191.0	420.0

- C. No individual container shall weigh less than the under-fill limit. Lots found to have any containers weighing less than the under-fill limit will be rejected.
- D. If there is a shortage of more than one-half pound per 208 liter drum between the commodity inspection certificate weight and the weight per drum specified in the invitation, the purchase price shall be discounted by the difference between required and actual net weights multiplied by \$0.15.
- E. If the product fails to meet contract specifications on one or more factors on the first inspection, the contractor may arrange for subsequent inspections of the commodity. The inspections may be conducted at origin or a subsequent point of delivery if the provisions of Title 7 CFR 68.44 through 68.63 issued under the Agricultural Marketing Act of 1946, as amended, with respect to retest, appeal, and new inspections can be met. When subsequent inspections of the product are made, the results of the last inspection will be used as the basis for payment under the contract.

- F. 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.
- G. If contractor becomes TQSA non-compliant after contract is awarded and through execution of contract, 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 CCC 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 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 816-926-6767) 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 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.

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
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 31 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 at (816) 926-6205.
- C. If product to be delivered by the contractor falls within the quality discount table as outlined under 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
Stop Code 8738
P.O. Box 419205
Kansas City, MO 64141-6205

George W. Aldaya
Director
Kansas City Commodity Office

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APPENDIX 2

Packaging and Marking Specifications

ANNOUNCEMENT VO9

PURCHASE OF VEGETABLE OIL

FOR USE IN EXPORT PROGRAMS



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REFINED VEGETABLE OIL

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**APPENDIX 2 TO ANNOUNCEMENT VO9
PURCHASE OF VEGETABLE OIL
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 under export food assistance 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, D.C., is responsible for approving the use of all containers and packaging materials.
- B. 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 an 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 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
Procurement and Donations Division
Stop 0551
1400 Independence Avenue SW
Washington, D.C. 20250-0551
ATTN: Packaging

1.5 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.

1.6 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 East 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
Procurement and Donations Division
Stop 0551
1400 Independence Avenue SW
Washington, D.C. 20250-0551
ATTN: Packaging
- C. The offeror 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., 3.7 KILOS, is defined as a container designed to hold 3.7 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. The TQSA auditor 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 the TQSA auditor. 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 4-LITER CYLINDRICAL-STYLE CANS

- A. Cylindrical-style steel cans must be clean, sanitary, and suitable for vegetable oil. The cylindrical-style can must:
1. be sized to accommodate 4 liters of vegetable oil;
 2. have a welded side seam and cluster beads located throughout the body;
 3. have the ends compound lined and double seamed;
 4. have concentric rings embossed at the top and bottom ends; and,
 5. have a preformed opening in the center of the top to accommodate a flexible spout.
- B. The steel utilized in the construction of the cylindrical-style cans must:
1. be of a minimum 85-pound basis weight for the body of the can and of a minimum 85-pound basis weight for the top and bottom;
 2. be T4 temper throughout;
 3. have a minimum #20 electrolytic tin plate coating throughout; and
 4. be prime material, single reduced steel.
- C. Vegetable Oil Can Size

All vegetable oil in 6/4 liter cylindrical-style cans shall be packaged in 610 or 603 size cans, one can size only per contract.

3.2 FLEXIBLE SPOUT CLOSURES

- A. Cylindrical-style cans must have flexible spout closures.
- B. The body of the closure must be constructed of low density polyethylene and must be designed to press into the preformed opening in the can top to provide a leakproof closure.
- C. The pouring opening of the spout must have threads and must be a minimum of 1/2" in diameter and have an integrally molded diaphragm which must be cut off to pour.

- D. The pouring spout must have a threaded cap made of high density polyethylene, or comparable material, with a bail handle for lifting into pouring position. The spout in pouring position, without cap, must extend a minimum of 1-1/8" above the top of the can.
- E. The top of the can must have a preformed opening which has a downward extruded lip to accept a small size flexible spout closure. The opening must have a minimum diameter of 1.362 inches and a maximum diameter of 1.368 inches.
- F. The spout closure must be preheated to a range between 100 °F and 120 °F immediately prior to insertion into the opening.

3.3 4-LITER PLASTIC CONTAINERS

- A. Plastic containers must be clean, sanitary, and suitable for vegetable oil.
- B. Plastic containers must be square in shape, weigh a minimum of 165 grams, and be sized to accommodate 4 liters of vegetable oil.
- C. Plastic containers must have a 38-40 mm neck finish closed with screw-on caps having inner foil seals. Each inner foil seal must be completely induction sealed to the container opening and must prevent the product from leaking during distribution.
- D. Plastic containers must be light blue in color.
- E. The utilization of plastic containers is limited. Plastic containers must be specified within the purchase Invitation for Bids or authorized in writing by the KCCO Contracting Officer.
- F. Vegetable oil suppliers must obtain written authorization by DACO or the KCCO Contracting Officer prior to utilizing a specific plastic container construction or when any change is to the specific construction is desired by the contractor.

3.4 SHIPPING CONTAINERS FOR CYLINDRICAL-STYLE CANS

- A. Shipping containers must be packed with 6/4-liter cylindrical-style cans.
- B. Shipping containers must be constructed in accordance with Federal Specification PPP-B-636, as amended, Type CF or SF, Class Weather-Resistant, Variety SW, Grade V3c, W5c, or W5s.
- C. Shipping container flaps must be securely closed with hot-melt or other suitable adhesive to prevent lifting of free edges or corners of outer flaps. The flaps must not open during handling and transport operations. Four adhesive stripes a minimum of 2 inches in length must be applied in each inner or outer flap. When opened, the flaps must show evidence of significant fiber tear in the flap area at all adhesive points.

- D. The manufacturers joint must be securely closed with hot-melt or other suitable adhesive to prevent lifting of free edges or corners of outer flaps.
- E. A top-loading regular slotted container or end-loading style shipping container may be utilized.

3.5 SHIPPING CONTAINERS FOR PLASTIC CONTAINERS

- A. 6/4-liter bottles must be packed in a corrugated fiberboard shipping container with a "H" style insert. The shipping container must be a regular slotted container constructed of a minimum 44-pound edge crush test (ECT) corrugated fiberboard. The shipping container must conform to Rule 41, as amended, of the Uniform Freight Classification Rules and Regulations and must be sized to minimize headspace between the top of the bottles and the closed flaps of the shipping container. The insert must be constructed of a minimum 44-pound ECT corrugated fiberboard and the legs must extend 3 inches. The insert must extend to the top of the shipping container.
- B. The shipping containers must be marked to show the maximum safe stacking height. This should be expressed as follows: "Do not stack above ___ tiers per pallet, ___ pallets high." It is the responsibility of the contractor in cooperation with the shipping container and plastic container manufacturer to determine the safe stacking height.

3.6 PERFORMANCE SPECIFICATIONS

A. Cylindrical-Style Cans

Cylindrical-style steel cans must be capable of withstanding the following performance testing. Individual cylindrical-style steel cans must have a minimum average top-to-bottom compression strength load of 1500 lbs. Compression strength shall be determined by ASTM D642-90, "Standard Test Method for Determining Resistance of Shipping Containers, Components and Unit Loads," using a compression testing machine with a swivel platen (provision 5.1.2), and conducted without contents, closures, or shipping containers.

B. Plastic Containers

Plastic containers must meet applicable Department of Transportation (DOT) and United Nations (UN) performance as determined by the Michigan State University (MSU) School of Packaging.

3.7 QUALITY ASSURANCE TESTING - CONTAINERS

Vegetable oil suppliers are responsible for testing of all packing and packaging materials to verify compliance to specifications and DACO requirements, and must establish and maintain documented procedures for all testing. CCC reserves the right to further verify packing and packaging materials at anytime during processing and shipment.

3.8 20-LITER PAILS

- A. 18.5 kilograms (40.7 pounds) of oil must be packed in clean, sanitary, 20 liter round, tight-head pails. The body, top, and bottom must be constructed of 24-gauge steel. The pails must be constructed and certified to meet United Nations standard UN1A1/Y1.4/250, as a minimum.
- B. The pails must be sized in accordance with American National Standards Institute (ANSI), MH2-1997 (6.1), as amended.
- C. The interior of the pails must be coated with a rust inhibitor which meets FDA guidelines for safe contact with vegetable oil.
- D. A collapsible handle must be fixed to the top of the pail for ease in handling.
- E. The pails must be fitted with a crimp-on, flexible pour spout constructed in accordance with paragraph 3.1.4.9.3 of Federal Specification PPP-P-704, as amended.

3.9 208-LITER DRUMS

- A. 194.5 kilograms (429 pounds) of vegetable oil must be packed in new, sanitary, tight-head, steel drums.
- B. The drums must be constructed of a minimum 1.09 mm thick steel throughout (heads, bodies, and ends) and certified to meet United Nations standard UN1A1/Y1.8/300, as a minimum.
- C. The drums must be constructed in accordance with specification ANSI, MH2-1997, as amended.
 - (1) Drums with double seamed chimes must be constructed in accordance with Section 3.1 of the specification.
 - (2) Drums with triple seamed chimes must be constructed in accordance with Section 3.6 of the specification.
- D. The drums must have steel fittings and cap seals.
- E. The interior of the drums must be coated with a rust inhibitor which meets FDA guidelines for safe contact with vegetable oil.

PART 4. MARKING REQUIREMENTS

4.1 4-LITER CYLINDRICAL-STYLE CANS (EXHIBIT A & J)

- A. The 4-liter cans must be marked in the color as specified in the enclosed exhibits. The natural background of the tin-plated can must be used. Pressure-sensitive or other labels are not acceptable. Any markings not shown on the enclosed exhibits must be marked in blue or black. When printed on the can, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable.
- B. All dimensions are approximate. All printing must be lithographed in indelible ink directly on the can. 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 2-3/8 inches high, and 4-7/8 inches in total width.
- D. The USAID logo must be printed in the same style as shown in the enclosed exhibits. The logo must be 2 inches high and 1-1/2 inches in width.
- E. "REFINED VEGETABLE OIL", "VITAMIN A FORTIFIED", must be 7/16 inch print and "NOT TO BE SOLD OR EXCHANGED" must be 1/4 to 7/16 inch print. When specified in the invitation insert the words "VITAMIN A FORTIFIED", under the words "REFINED VEGETABLE OIL".
- F. "4 LITERS - 3.7 kg" must be 1/4 inch print.
- G. The stripes must be each 7/16 inches high, must extend around the pail.
- H. The applicable contract number must be printed on each can.

4.2 4-LITER PLASTIC CONTAINERS (EXHIBIT B)

- A. The 4-liter plastic containers must be marked in the color as specified in the enclosed exhibit. Pressure-sensitive are acceptable. Any markings not shown on the enclosed exhibits must be marked in blue or black. When printed on the plastic container, 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 size of graphics and marking are shown in the enclosed exhibit as actual sizes.

4.3 SHIPPING CONTAINERS FOR ALL 4-LITER CONTAINERS (EXHIBITS C, D, E, AND F) (Excluding Monetized Programs)

- A. The corrugated fiberboard shipping containers must be marked in the color as specified in the enclosed exhibits. The natural background of the brown corrugated box must be used. Pressure-sensitive or other labels are not acceptable. Any markings not shown on the enclosed exhibits must be marked in blue or black. When printed on the box, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable.
- B. All dimensions are approximate. All printing must be lithographed in indelible ink directly on the box. 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 3 inches high, and 6 inches in total width. The stripes must be each 5/8 inches high, must begin 1/4 inch from the letters USA and extend to 1/2 inch from the edge of the box panel.
- D. The USAID logo must be printed in the same style as shown in the enclosed exhibits. The logo must be 1-1/3 inches high and 1 inch in width.
- E. "REFINED VEGETABLE OIL", and "VITAMIN A FORTIFIED", must be 5/8 inch print. "NOT TO BE SOLD OR EXCHANGED" must be 5/16 inch print. "6 CANS OR 4 LITERS EACH, CONTRACT NO., NET WEIGHT: 22.0 kg, GROSS WEIGHT: ___ kg, and CUBIC METERS: ___" must be 1/4 inch print. Insert the words "VITAMIN A FORTIFIED", under the words "REFINED VEGETABLE OIL".
- F. "THIS END UP" must be 3/16 inch print and the arrow must be 1/2 inches high.
- G. The markings shown in Exhibit H are required for cylindrical-style cans only.

4.4 20-LITER PAILS (EXHIBITS G AND H) (Excluding Monetized Programs)

- A. The 20-liter pails must be marked in the color as specified in the enclosed exhibits. The color of the pail must be light blue. Any markings not shown on the enclosed exhibits must be marked in blue. When printed on the pail, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable.
- B. All dimensions are approximate. All printing must be lithographed in indelible ink directly on the pail. 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 3-1/2 inches high, and 7 inches in total width. The stripes must be each 11/16 inches high, must begin 1/2 inch from the letters USA and extend around the pail.
- D. The USAID logo must be printed in the same style as shown in the enclosed exhibits. The logo must be 2-5/8 inches high and 1-7/8 inches in width.
- E. "REFINED VEGETABLE OIL", "VITAMIN A FORTIFIED", and "NOT TO BE SOLD OR EXCHANGED" must be 3/4 inch print. "20 LITERS, NET WEIGHT: 18.5 kg, GROSS WEIGHT: 20.5 kg, and CUBIC METERS: 0.03027" must be 3/8 inch print. Insert the words "VITAMIN A FORTIFIED", under the words "REFINED VEGETABLE OIL".
- F. The contract no. must be placed on the top of the pail or on the back panel of the pail.

4.5 208-LITER DRUMS (EXHIBIT I)

- A. The 208-liter drums must be marked in the color as specified in the enclosed exhibits. The color of the drum must be light blue. Any markings not shown on the enclosed exhibits must be marked in blue. When printed on the drum, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable. All markings must be legible and of sufficient size to stand out prominently.
- B. All dimensions are approximate and may be adjusted to fit on each panel. All printing must be in indelible ink. 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 6 inches high, and 12 inches in total width. The stripes must be each 1-1/8 inches high, must extend around the drum as far as possible.
- D. The USAID logo must be printed in the same style as shown in the enclosed exhibits. The logo must be 3 inches high and 2-1/8 inches in width.
- E. "REFINED VEGETABLE OIL", and "VITAMIN A FORTIFIED", must be 2 inch print and "NOT TO BE SOLD OR EXCHANGED" must be 1-1/2 inch print. "CONTRACT NO., NET WEIGHT: 194.5 kg, GROSS WEIGHT: 214 kg, and CUBIC METERS:" must be 1 inch print. Insert the words "VITAMIN A FORTIFIED", under the words "REFINED VEGETABLE OIL".

4.6 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.

4.7 SPECIAL MARKINGS FOR MONETIZATION PROGRAMS–(WHITE BAND)

In order to make all product easily identifiable throughout the production and delivery process, all vegetable oil destined for use in export monetization program shall have the following special markings:

A. 4-liter Cylindrical-Style Cans and 20-liter pails

- (1) 4-liter cylindrical-style cans and 20-liter pails used for monetization programs will be printed with a white band. The band must be printed in the same location as the USA logo and the 3 red stripes, as identified in Exhibits A and G of the enclosed exhibits.
- (2) The white band will be a minimum of 2 inches in height on the 4-liter cylindrical-style cans and 3 inches in height on the 20-liter pails and must extend completely around the container.
- (3) All other required markings on the 4-liter cylindrical-style cans and 20-liter pails shall be printed in blue.
- (4) At no time will the white band and the phrase “NOT TO BE SOLD OR EXCHANGED” appear on the same can.
- (5) All monetized products will be designated as “white band” on all commodity invitations, announcements, requests and purchase documents.

B. Fiberboard Shipping Container

- (1) A 3-inch solid white band must be printed on all 4 side panels of all fiberboard containers used for 4-liter vegetable oil procured for monetization programs. The band must extend completely around the container to the extent that the box type/style will permit.
- (2) The 3-inch band must be printed in the same location as the USA logo and the 3 red stripes as identified in Exhibit C of the enclosed exhibits.
- (3) All other required markings shall be printed in blue.
- (4) At no time will the white band and the phrase, “NOT TO BE SOLD OR EXCHANGED” appear on the same shipping container.

C. Special Markings Requirements (SMRs)

All 4-liter, cylindrical-style cans, corrugated fiberboard cartons and 20-liter pails used for monetization programs will be printed with a white band. The new band must be printed in the same location as the USA logo and the 3 red stripes, as identified in Appendix 2, VO9, Exhibits C and I. The white band will be a minimum of 2 inches in height on the 4-liter cylindrical-style cans and corrugated fiberboard cartons and 3 inches in height on the 20-liter pails and must extend completely around the container.

The only container markings affected by the special markings requirements (SMR) are:

1. "USA"
2. "The red stripes"
3. "The USAID logo"
4. "NOT TO BE SOLD OR EXCHANGED"

SMR-1 Special Marking Requirement (Monetized - white band product) (**EXHIBIT K**)
Omit the letters "USA", the red stripes, the USAID logo, and the words "NOT TO BE SOLD OR EXCHANGED." Retain all other markings.

SMR-2 Special Marking Requirement (**EXHIBIT L**)
Omit the USAID logo. Retain all other markings.

SMR-3 Special Marking Requirement (Monetized - white band product) (**EXHIBIT M**)
Omit the words "NOT TO BE SOLD OR EXCHANGED" and the red stripes. Retain all other markings.

SMR-4 Special Marking Requirement (Monetized - white band product) (**EXHIBIT N**)
Omit the USAID logo, the words "not to be sold or exchanged" and the red stripes. Retain all other markings.

Note: all other required markings on the 4-liter cylindrical style cans, corrugated fiberboard cartons and 20-liter pails "white band product" used for monetization programs shall be printed in blue.

4.8 LOT CODES

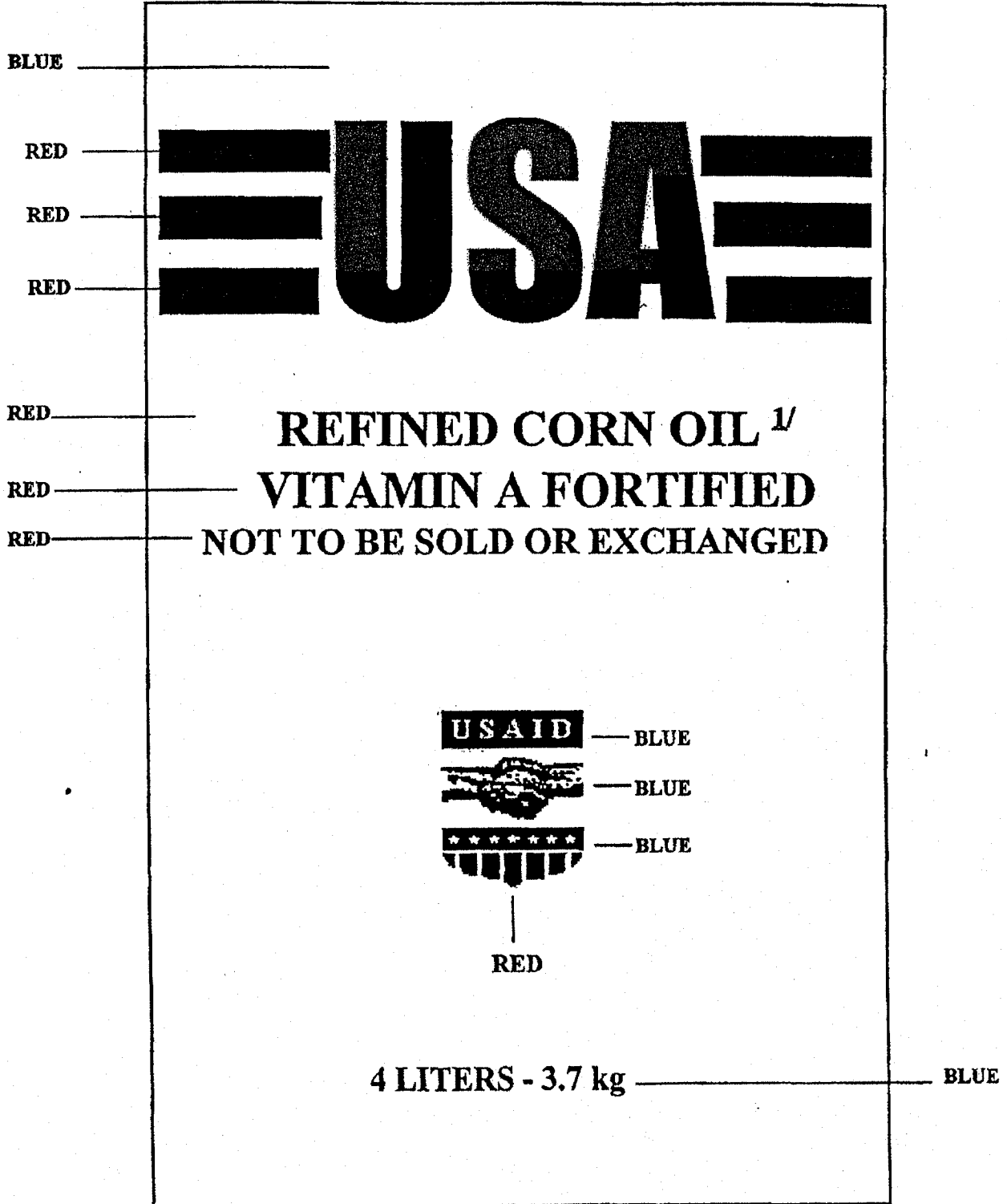
Lot codes unique to each lot offered for inspection must be legibly marked on each individual primary container and shipping container. Commodity suppliers may use any type of lot coding system provided a unique code is used to identify each lot offered for inspection under a CCC contract. Commodity suppliers must provide the KCCO Contracting Officer with an explanation of the lot coding system utilized.

4.9 CERTIFICATION OF COMPLIANCE

A Certification of Compliance (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.

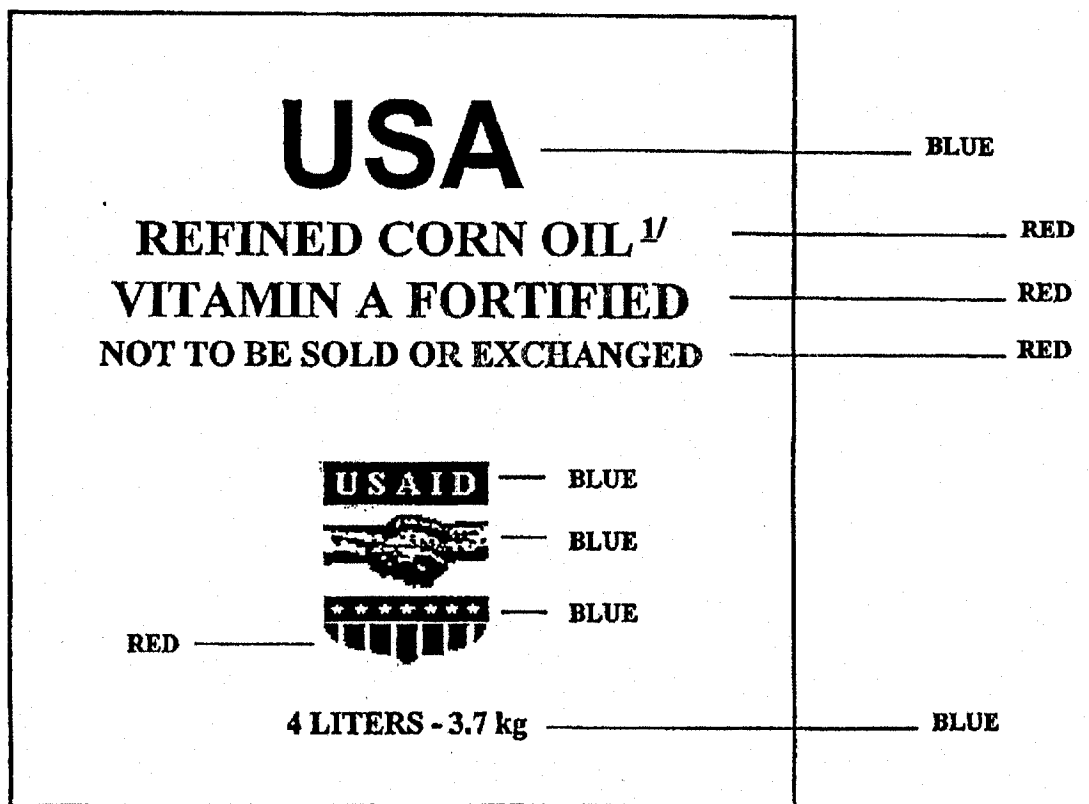
4.10 CONTAINERS WITH INCORRECT MARKINGS

- 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.

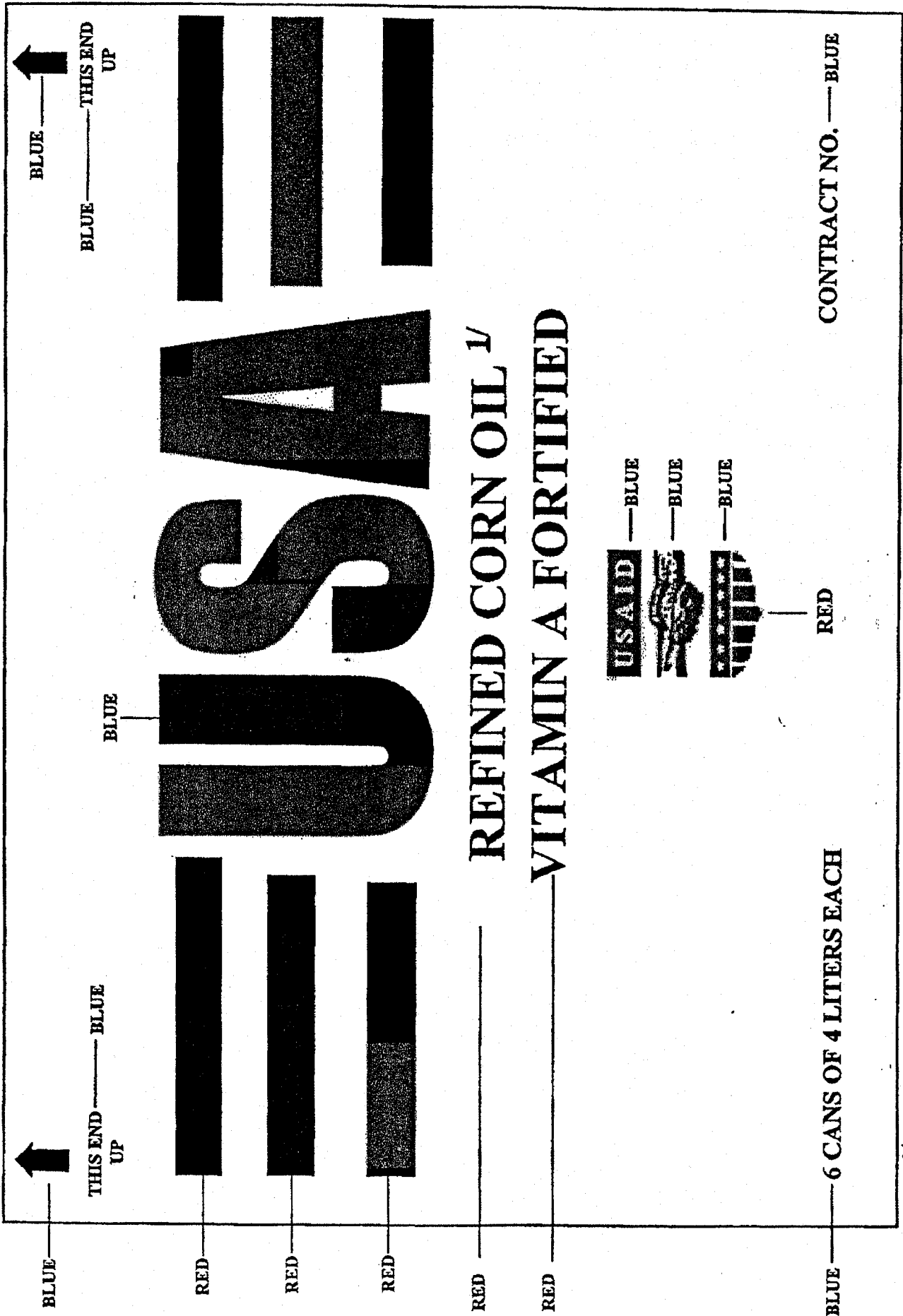


^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

PLASTIC CONTAINER
(GRAPHIC IS ACTUAL SIZE)

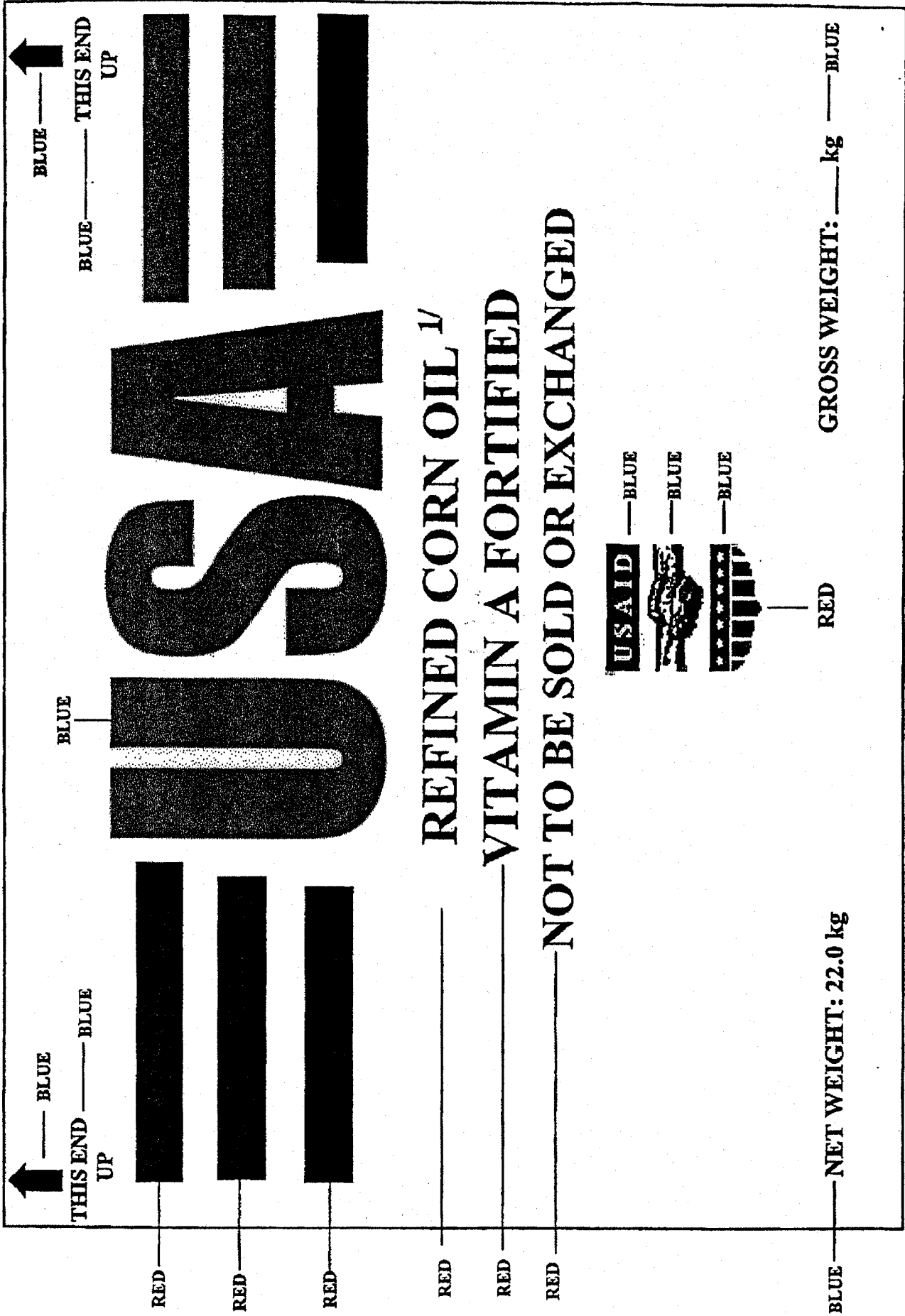


^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.



1/2 Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

SIDE



1/ Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

↑ — BLUE — THIS END UP

↑ — BLUE — THIS END UP

RED —

RED —

RED —

BLUE —

REFINED CORN OIL ^{1/}

VITAMIN A FORTIFIED

NOT TO BE SOLD OR EXCHANGED

USAID — BLUE

— BLUE

— BLUE

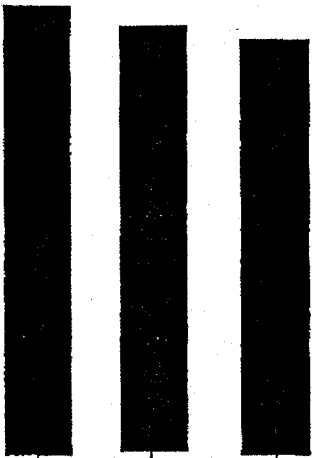
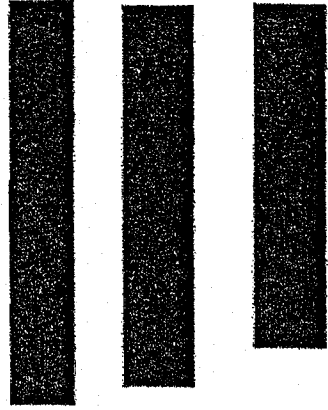
RED

BLUE — CUBIC METERS: —

^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

BLUE

USA



RED

RED

RED

RED

RED

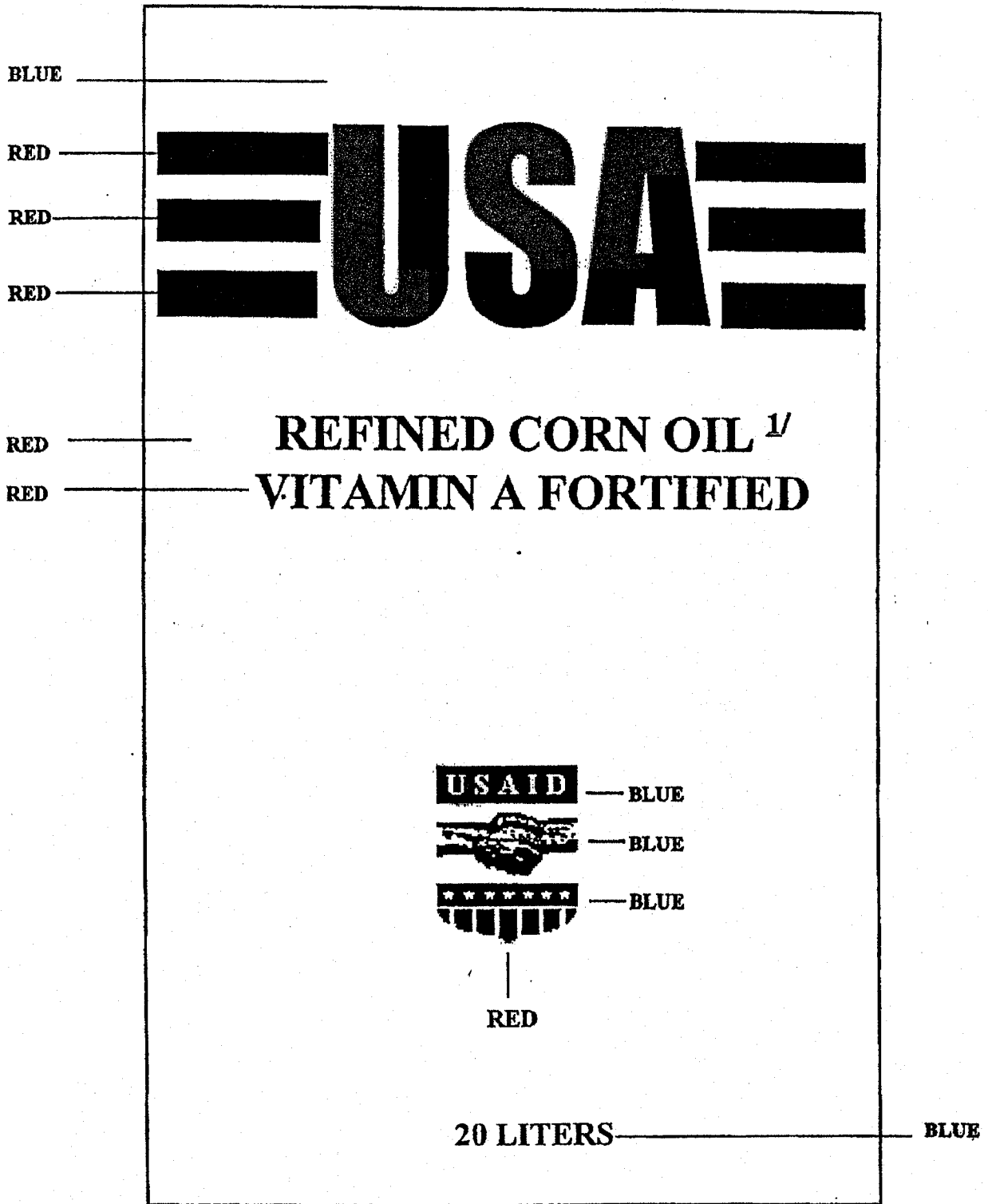
RED

REFINED CORN OIL ^{1/}
VITAMIN A FORTIFIED
NOT TO BE SOLD OR EXCHANGED



RED

^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.



^{1/} Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

BLUE

RED

RED

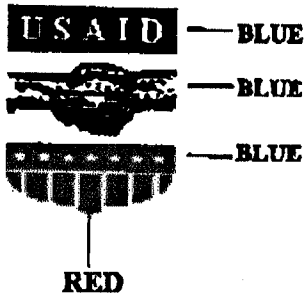
RED

EUSA

RED

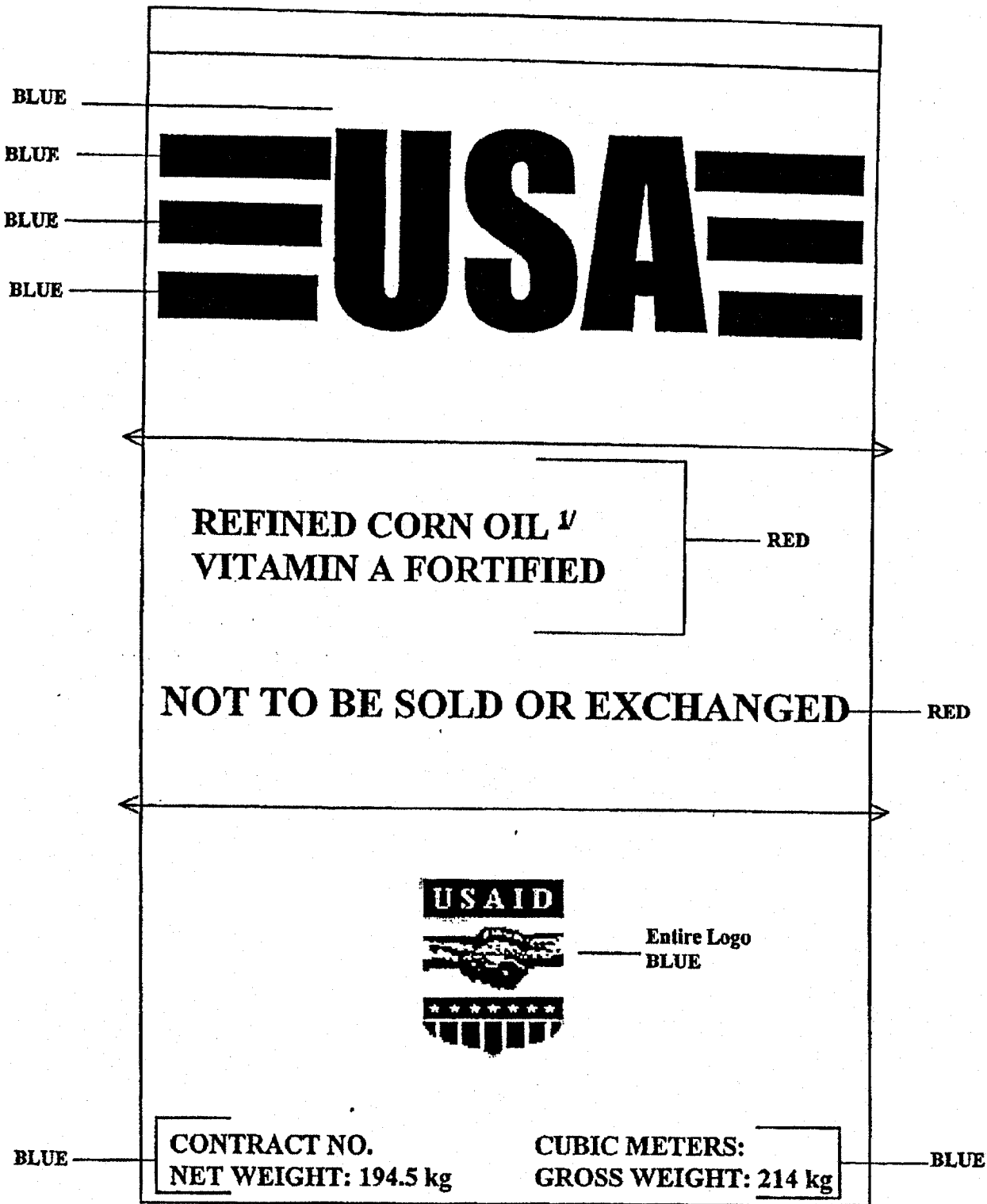
RED

**NOT TO BE SOLD
OR EXCHANGED**

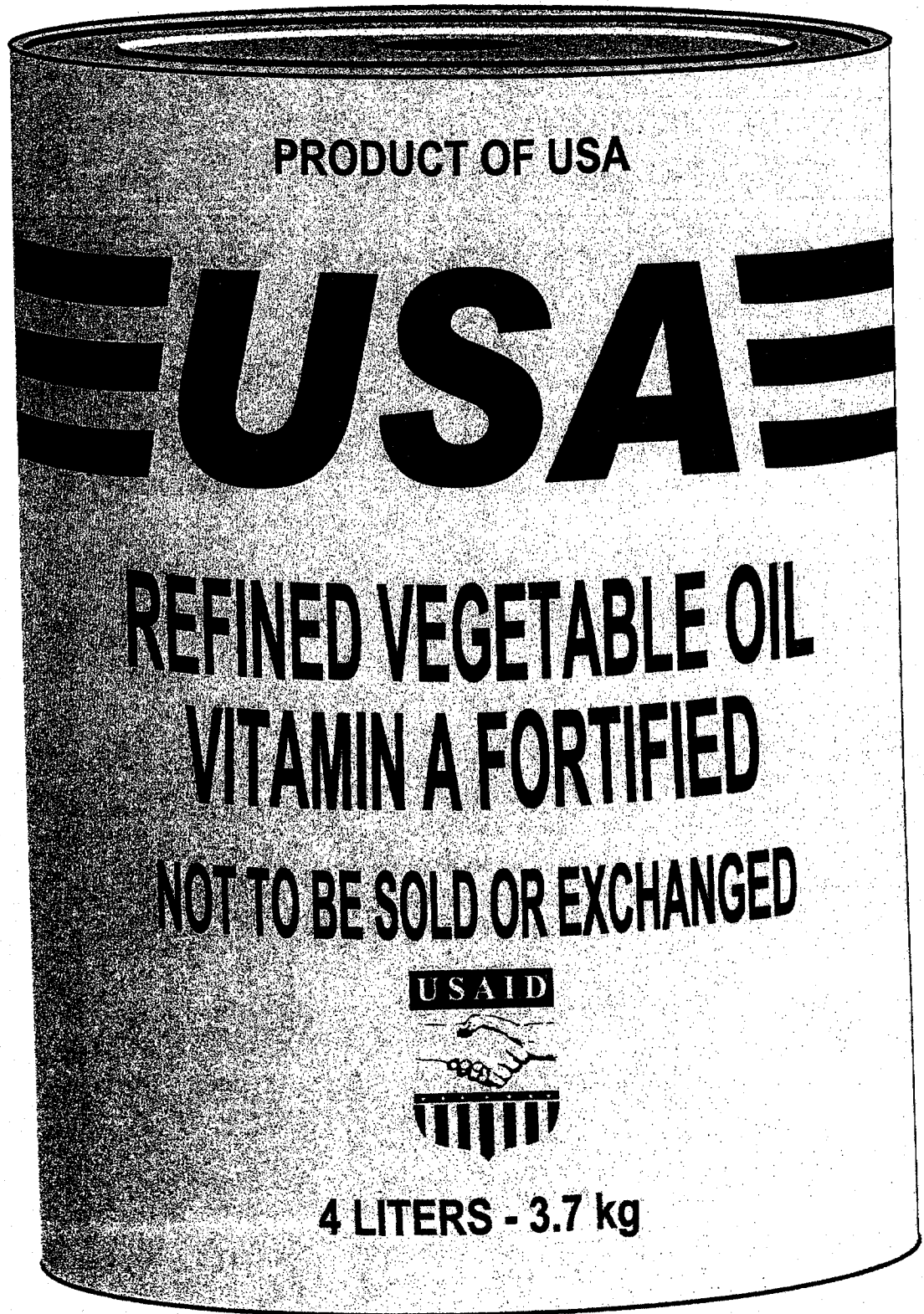


**NET WEIGHT: 18.5 kg
GROSS WEIGHT: 20.5 kg
CUBIC METERS: 0.03027**

BLUE



^{1/} Insert the words, "Refined Corn Oil", Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

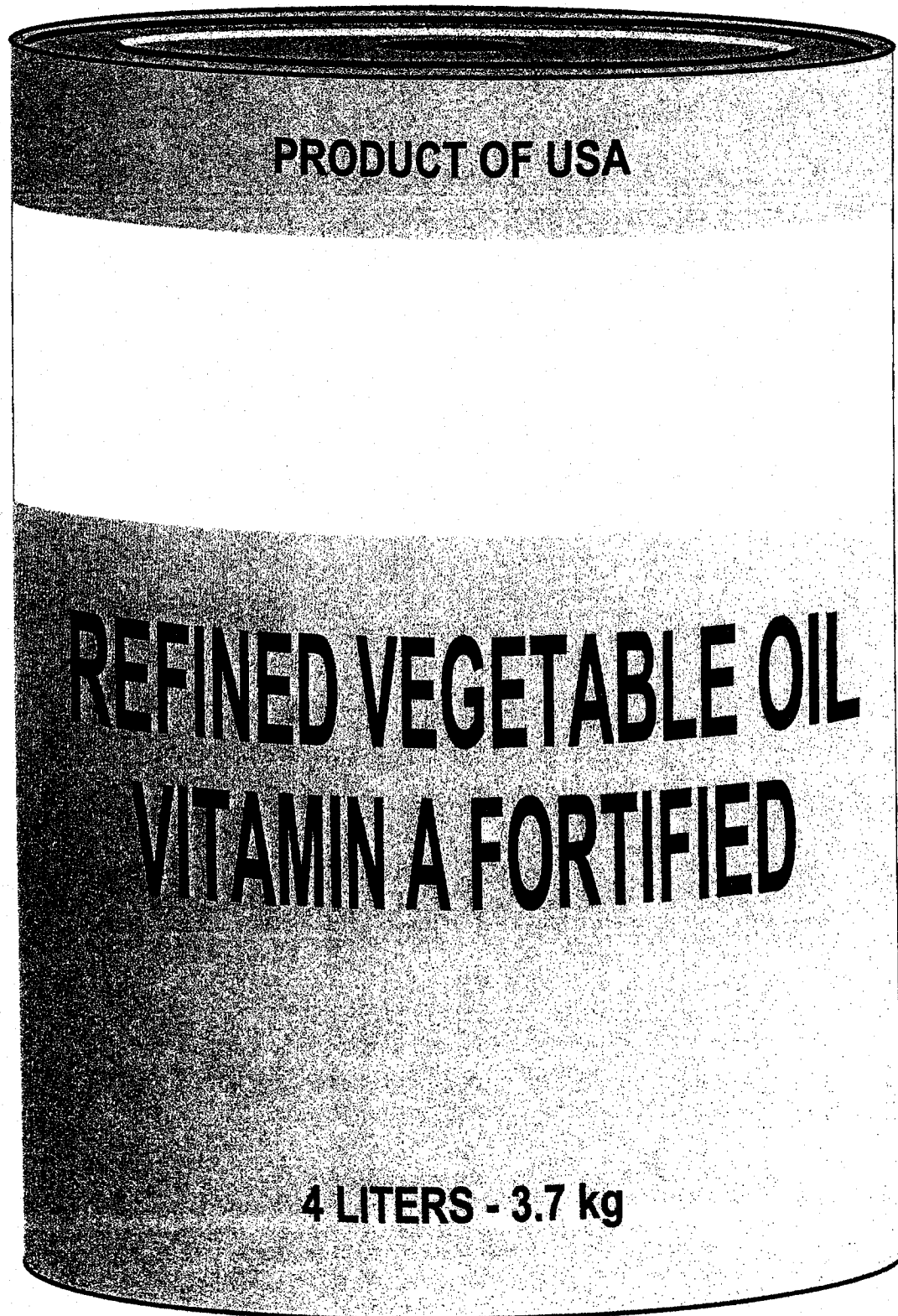


1/

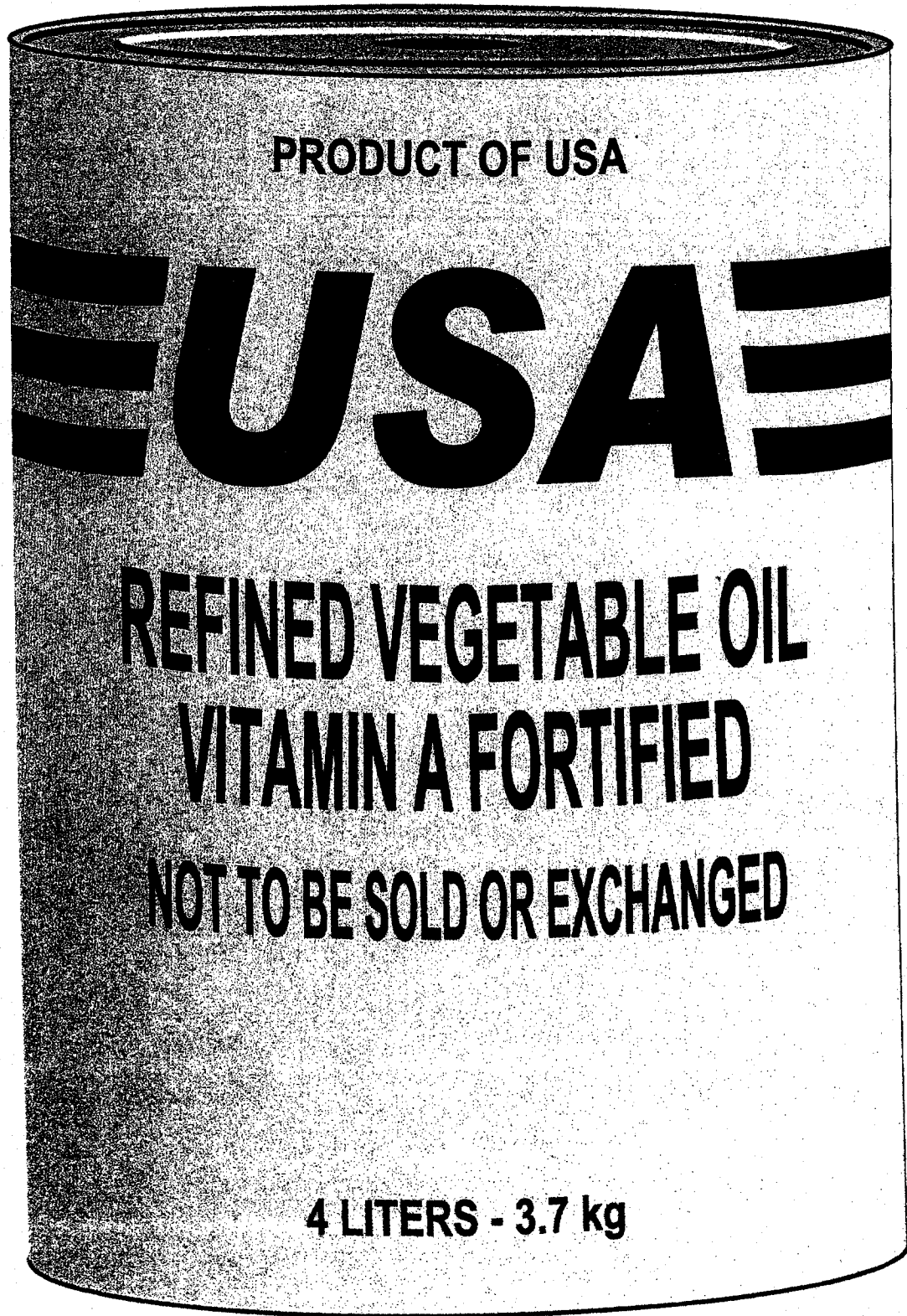
Insert the words, "Refined Corn Oil", Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

Monetized Can
SMR #1

EXHIBIT K



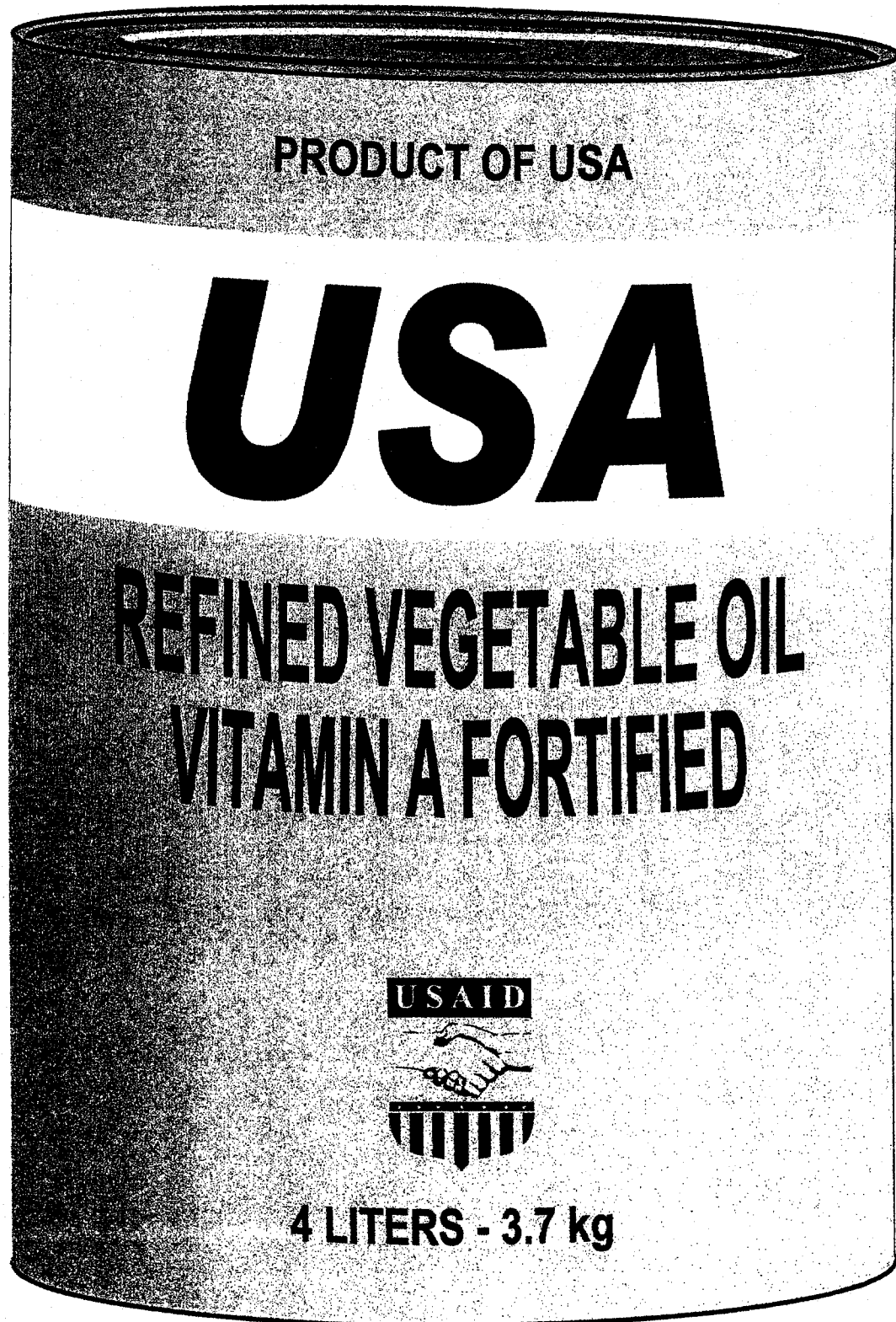
1/ Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.



1/ Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

Monetized Can
SMR #3

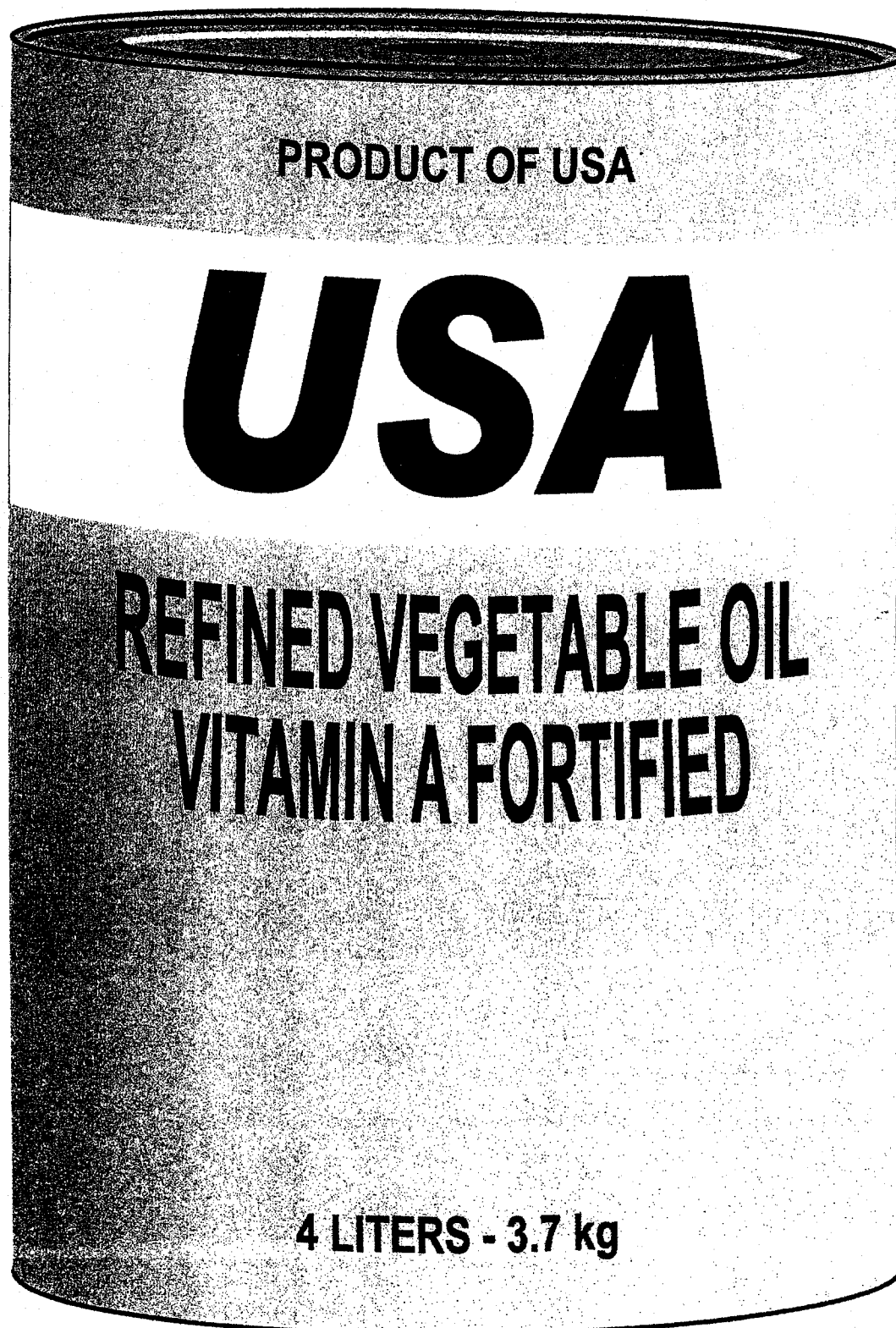
EXHIBIT M



1/ Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

Monetized Can
SMR #4

EXHIBIT N



1/ Insert the words, "Refined Corn Oil", "Refined Vegetable Oil", or "Refined Sunflower Seed Oil" as applicable.

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 VO9

A-A-20091D dated May 7, 2002



METRIC

A-A-20091D

May 7, 2002

SUPERSEDING

A-A-20091C

March 27, 2002

COMMERCIAL ITEM DESCRIPTION

SALAD OILS, VEGETABLE

The U.S. Department of Agriculture (USDA) has authorized the use of this Commercial Item Description.

1. SCOPE. This Commercial Item Description (CID) covers vegetable salad oils, packed in commercially acceptable containers, suitable for use by Federal, State, local governments, and other interested parties; and as a component of operational rations.

2. PURCHASER NOTES.

2.1 Purchasers shall specify the following:

- Type(s) and style(s) of vegetable salad oils required (Sec. 3).
- When analytical requirements are different than specified (Sec. 6.1).
- When analytical requirements need to be verified (Sec. 6.2).
- Manufacturer's/distributor's certification (Sec. 9.2) or USDA certification (Sec. 9.3).

2.2 Purchasers may specify the following:

- Manufacturer's quality assurance (Sec. 9.1 with 9.1.1) or (Sec. 9.1 with 9.1.2).
- Packaging requirements other than commercial (Sec. 10).

3. CLASSIFICATION. The vegetable salad oils shall conform to the following list which shall be specified in the solicitation, contract, or purchase order.

Types and styles.

Type I - Canola (rapeseed), corn, cottonseed, olive (refined), safflower, soybean, sesame, sunflower, or any other vegetable oils or combinations of these oils

Type II - Canola (rapeseed), corn, cottonseed, olive (refined), peanut, safflower, soybean, sesame, sunflower, or any other vegetable oils or combinations of these oils

Type III - Corn oil, cottonseed oil, or combination

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Type IV - Soybean oil

Type V - Peanut oil

Type VI - Other

Style A - Winterized

Style B - Not winterized

4. MANUFACTURER'S/DISTRIBUTOR'S NOTES. Manufacturer's/distributor's products shall meet the requirements of the :

- Salient characteristics (Sec. 5).
- Analytical requirements: *as specified by the purchaser* (Sec. 6).
- Manufacturer's/distributor's product assurance (Sec. 7).
- Regulatory requirements (Sec. 8).
- Quality assurance provisions: *as specified by the purchaser* (Sec. 9).
- Packaging requirements other than commercial: *as specified by the purchaser* (Sec. 10).

5. SALIENT CHARACTERISTICS.

5.1 Processing. The vegetable salad oil shall be processed in accordance with good manufacturing practices (21 CFR Part 110).

5.2 Type I. Type I vegetable salad oil shall be refined, bleached, and deodorized canola (rapeseed or low erucic acid rapeseed), corn, cottonseed, olive (refined), safflower, soybean, sesame, sunflower, or any other vegetable oil or combination of these oils, provided they are processed in accordance with good commercial practices.

5.3 Type II. Type II vegetable salad oil shall be refined, bleached, and deodorized canola (rapeseed or low erucic acid rapeseed), corn, cottonseed, olive (refined), peanut, safflower, soybean, sesame, sunflower, or any other vegetable oil or combination of these oils, provided they are processed in accordance with good commercial practices.

5.4 Type III. Type III vegetable salad oil shall be either refined, bleached, and deodorized corn oil; cottonseed oil; or a combination of both.

5.5 Type IV. Type IV vegetable salad oil shall be refined, bleached, partially hydrogenated, and deodorized soybean oil.

5.6 Type V. Type V vegetable salad oil shall be refined, bleached, and deodorized peanut oil.

5.7 Finished products. All types of vegetable salad oils shall be clear and brilliant when held at 21.1° to 29.4°C (70° to 85°F). Heavy metal scavengers, antifoaming agents, and antioxidants can be added provided levels of use are in accordance with appropriate Food and Drug Administration regulations.

5.7.1 Consistency. The vegetable salad oil shall have a light viscosity and shall not have a heavy oily mouth feel.

5.7.2 Flavor and odor. The vegetable salad oil shall have a clean, fresh flavor and shall be free from rancid, beany, painty, sour, or other objectionable flavors or odors.

5.7.3 Foreign material. All ingredients shall be clean, sound, wholesome, and free from evidence of rodent or insect infestation. The vegetable salad oils shall be free from foreign material, such as, but not limited to, dirt, insect parts, hair, wood, glass, or metal.

6. ANALYTICAL REQUIREMENTS.

6.1 Analytical requirements. The finished vegetable salad oils shall conform to the analytical requirements as specified in Table I. Analyses shall be made in accordance with Methods of the American Oil Chemists Society (AOCS).

TABLE I. Analytical data

Requirements	Types				
	I and II	III	IV	V	
Free fatty acids as oleic, (percent) by weight, maximum <u>1/</u> <u>2/</u>	0.05	0.05	0.05	0.05	
Peroxide value (PV) (meq/kg), maximum <u>1/</u>	1.0	1.0	1.0	1.0	
Color (Lovibond), maximum	2 red 20 yellow	4 red 35 yellow	2 red 20 yellow	2 red 20 yellow	
Stability, Oil Stability Index at 110°C (OSI), minimum <u>1/</u>	5 hours	8 hours	8 hours	5 hours	
Linolenic acid (percent by weight), maximum <u>3/</u>	-	1.5	3.5	-	

TABLE I. Analytical data (continued)

Requirements	Types				
	I and II	III	IV	V	
Iodine value	-	-	105-120	-	
Insoluble impurities, maximum	None	None	None	None	
AOCS Cold Test (5.5 hours minimum)	Pass <u>4/</u>	Pass	Pass	<u>4/</u>	
Moisture and volatile matter (percent by weight), maximum	0.06	0.06	0.06	0.06	

1/ Determination shall be made within seven days after packaging. Samples submitted for testing shall be in a completely filled container.

2/ Maximum of 0.06 percent free fatty acid will be acceptable if propyl gallate is added as an antioxidant.

3/ Determined by gas chromatography of methyl esters of fatty acids.

4/ Cold test is not required for peanut oil or soybean oils.

6.2 Product verification. When USDA verification of analytical requirements is specified in the solicitation, contract, or purchase order, the following procedures will be followed. Analytical testing shall be performed on a composite sample. The composite sample shall be 454 grams (1 pound) and prepared from subsamples drawn from randomly selected containers. The number of subsamples used to create the composite shall be based on USDA procedures.

6.3 Analytical testing. When specified in the solicitation, contract, or purchase order, the analyses shall be in accordance with the following methods from the Official Methods of the AOCS.

<u>Test</u>	<u>Method</u>
Free fatty acids	Ca 5a-40
Peroxide value (PV)	Cd 8-53
Lovibond color	Cc 13e-92
Fat stability	Cd 12b-92
Linolenic acid	Ce 1c-89

<u>Test</u>	<u>Method</u>
Iodine value	Cd 1d-92
Insoluble impurities	Ca 3a-46
AOCS cold test	Cc 11-53
Moisture and volatile matter	Ca 2d-25

6.4 Test results. The test results for free fatty acids and moisture and volatile matter shall be reported to the nearest 0.01 percent. The test results for peroxide value and linolenic acid shall be reported to the nearest 0.1 meg/kg and percent, respectively. The test results for Lovibond color, fat stability, and iodine value shall be reported to the nearest whole number. The test results for insoluble impurities shall be detected or not detected. The test results for the AOCS cold test shall be pass or fail. Any result not conforming to the analytical requirements shall be cause for rejection of the lot.

7. MANUFACTURER'S/DISTRIBUTOR'S PRODUCT ASSURANCE. The manufacturer/distributor shall certify that the vegetable salad oils provided shall meet the salient characteristics of this CID, conform to their own specifications, standards, and quality assurance practices, and be the same vegetable salad oils for sale in the commercial market. The purchaser reserves the right to require proof of conformance.

8. REGULATORY REQUIREMENTS. The delivered vegetable salad oils shall comply with all applicable Federal, State, and local mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sale of vegetable salad oils within the commercial marketplace. Delivered vegetable salad oils shall comply with all applicable provisions of the Federal Food, Drug, and Cosmetic Act, the Fair Packaging and Labeling Act, and regulations promulgated thereunder.

9. QUALITY ASSURANCE PROVISIONS. *Purchaser shall specify 9.2 or 9.3; purchaser may specify 9.1 with 9.1.1 or 9.1 with 9.1.2.*

9.1 Manufacturer's quality assurance. When required in the solicitation, contract, or purchase order, the product manufacturer shall be required to provide evidence, by certificate, that the manufacturing plant has undertaken one of the following quality assurance measures within 12 months prior to providing a bid, or no later than 10 business days from the date of awarding of the contract. Failure to provide this documentation within the proper time frame may result in the contract being terminated for cause.

9.1.1 Plant systems audit. A plant systems audit (PSA) conducted by USDA, Federal Grain Inspection Service (FGIS), or another audit performed by a third party auditing service is required

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within 12 months prior to the date of the awarding of the contract. (*A FGIS verifies the manufacturer's capability to produce products in a clean, sanitary environment in accordance with Title 21 Code of Federal Regulations, Part 110 - Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food; and verifies that the manufacturer has in place an internal quality assurance program. The FGIS determines the manufacturer's ability to produce under this CID, if the products of interest are identified at the time of the PSA.*)

9.1.2 Plant survey. A plant survey conducted by USDA/FGIS, or another survey performed by a third party auditing service is required within 12 months prior to the date of the awarding of the contract. (*A FGIS plant survey audit verifies that, at the time of the survey, the manufacturer produces products in a clean, sanitary environment in accordance with Title 21 Code of Federal Regulations, Part 110 - Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food.*)

9.2 Manufacturer's/distributor's certification. When required in the solicitation, contract, or purchase order, the manufacturer/distributor will certify that the finished vegetable salad oils distributed meets or exceeds the requirements of this CID.

9.3 USDA certification. When required in the solicitation, contract, or purchase order that product quality or acceptability or both be determined, the FGIS shall be the certifying program. The FGIS inspectors shall certify the quality and acceptability of the vegetable salad oils in accordance with FGIS procedures which include selecting random samples of the vegetable salad oils, evaluating the samples for conformance with the salient characteristic of this CID and other contractual requirements, and documenting the findings on official score sheets and/or certificates. In addition, when required in the solicitation, contract, or purchase order, FGIS inspectors will examine the shortening compounds for conformance to the United States Standards of Condition of Food Containers in effect on the date of the solicitation.

10. PACKAGING. Preservation, packaging, packing, labeling, and case marking shall be commercial unless otherwise specified in the solicitation, contract, or purchase order.

11. USDA INSPECTION NOTES. When Section 9.3 is specified in the solicitation, contract, or purchase order, USDA certification shall include evaluation of the quality and condition of the samples of vegetable salad oils, and compliance with requirements in the following areas:

- Salient Characteristics (Sec. 5).
- Analytical requirements *when specified in the solicitation, contract, or purchase order* (Sec. 6.2). When USDA analytical testing is specified, FGIS inspection personnel shall select samples and submit them to the USDA, FGIS laboratory for analysis.

- Packaging requirements (Sec. 10 or as specified in the solicitation, contract, or purchase order).

12. REFERENCE NOTES.

12.1 USDA certification contact. For USDA, FGIS certification, contact the **Policy and Procedures Branch, Field Management Division, FGIS, Grain Inspection, Packers and Stockyard Administration (GIPSA), USDA, STOP 3632, 1400 Independence Avenue, SW, Washington, DC 20250-3632, telephone (202) 720-0252, Fax (202) 720-1015, or via E-mail: HenryC.Greenwood@usda.gov or JohnC.Giler@usda.gov.**

12.2 Analytical testing and technical information. For USDA, FGIS technical information on analytical testing, contact the **Branch Chief, Technical Service Division, Analytical Reference and Testing Branch, FGIS Technical Center, GIPSA, USDA, 10383 North Ambassador Drive, Kansas City, Missouri 64153-1394, telephone (816) 891-0444 or via E-mail: LynnA.Polston@usda.gov or TimD.Norton@usda.gov.** For USDA, FGIS technical information contact: **Policy and Procedures Branch, FGIS, GIPSA, USDA, STOP 3632, Washington, DC 20250-3632, telephone (202) 720-1732, Fax (202) 720-1015, or via E-mail: HenryC.Greenwood@usda.gov.**

12.3 Sources of documents.

12.3.1 Sources of information for nongovernmental documents is as follows :

Copies of the Official Methods of the American Oil Chemists' Society may be obtained from: **American Oil Chemists' Society, P.O. Box 3489, Champaign, IL 61826-3489, telephone (217) 359-2344 or Fax (217) 351-8091. Internet address: <http://www.aocs.org>.**

12.3.2 Sources of information for governmental documents are as follows :

Applicable provisions of the Fair Packaging and Labeling Act are contained in 16 CFR Parts 500 to 503. The Federal Food, Drug, and Cosmetic Act are contained in 21 CFR Parts 1 to 199. These document may be purchased from: **Superintendent of Documents, ATTN: New Orders, P.O. Box 371954, Pittsburgh, PA 15250-7954. Credit card (MasterCard or Visa) purchases may be made by calling the Superintendent of Documents on (202) 512-1800 or on the Internet at: <http://www.access.gpo.gov/nara>.**

Copies of this CID and the United States Standards for Condition of Food Containers are available from: **Head, Food Quality Assurance Staff, FVP, AMS, USDA, STOP 0243, 1400**

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Independence Ave., SW, Washington, DC 20250-0243, telephone (202) 720-9939, Fax (202) 690-0102, via E-mail: FQAStaff@usda.gov or on the Internet at: <http://www.ams.usda.gov/fv/fvqual.htm>.

Beneficial comments, recommendations, additions, deletions, clarifications, etc., and any data which may improve this document should be sent to: **Commander, Defense Supply Center Philadelphia, ATTN: DSCP-HSL, 700 Robbins Avenue, Philadelphia, PA 19111-5092 or FAX (215) 737-2963, or via E-mail: sagallagher@dscp.dla.mil.**

Military activities should submit requests for copies of this CID to: **Standardization Documents Order Desk, Document Automation and Production Service, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.**

MILITARY INTERESTS:

Custodians

Army - GL
Navy - SA
Air Force - 35

CIVIL AGENCY COORDINATING ACTIVITIES:

DOJ - BOP
HHS - NIH, IHS
USDA - FV
VA - OSS

Review Activities

Army - MD, QM
Navy - MC

PREPARING ACTIVITY:

DLA - SS

(Project No. 8945-P091)

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