

UNITED STATES
DEPARTMENT OF
AGRICULTURE

COMMODITY
CREDIT
CORPORATION

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

EFFECTIVE: May 31, 2001

ANNOUNCEMENT KC-P-BAGS-307

PURCHASE OF BAGS AND TWINE FOR USE IN EXPORT PROGRAMS



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BAGS AND TWINE

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**ANNOUNCEMENT KC-P-BAGS-307
PURCHASE OF BAGS AND TWINE
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 bags and/or twine (hereinafter referred to as bags and/or twine 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, the Total Quality Systems Audit (TQSA) Suppliers Guidelines, 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. 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.

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 obtains 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 80 points. The Total Quality Systems Audit Suppliers Guidelines setting forth the TQSA requirements may be obtained at the Internet location www.fsa.usda.gov/daco/TQSA/tqsa.htm or by contacting:

TQSA Coordinator
USDA/FSA/PDD/Stop 0551
1400 Independence Avenue, SW
Washington, D.C. 20250-0551
Phone number: 202-720-3774
FAX number: 202-690-1809

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.
- (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 KC-P-BAGS-307 EXPORT INVITATION (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, withdrawals of offers, and price adjustments may be submitted by letter, express mail, facsimile, or hand delivered.
- (4) Modifications, withdrawals of offers, and price adjustments 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 data.
- (5) Changes by facsimile must contain the required signatures.

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) 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) If mailed, express mailed or hand delivered, time of receipt will be the time recorded by the (KCMO) mailroom's time stamp.
- (3) If sent by facsimile, time of receipt will be the time recorded by the KCMO Communication Center's equipment.

C. Destination Delivery Basis

- (1) Offer prices will be quoted and delivery will be f.a.s. vessel to destinations as specified in the contract
- (2) Cars or trucks are to be unloaded without cost to CCC.

4. ACCEPTANCE OF OFFERS

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

5. PROVISIONS OF CONTRACT

- A. The contract consists of:
 - (1) Contractor's offer.
 - (2) CCC's acceptance.
 - (3) The applicable invitation.
 - (4) This announcement, including Appendixes 1 and 2.
 - (5) TQSA Supplier Guidelines.
 - (6) USDA-1, except Articles 50, 55, 58, 65, 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)
Cordage and Twine	314991	500
Textile Bags	314911	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 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. Specifications

Bags must be constructed in accordance with Appendix 2 of this announcement. CCC reserves the right to inspect the facility and supplies under the contract as provided in Articles 53 and 54 of USDA-1.

10. QUALITY ASSURANCE

- A. The inspection required by Article 54 of USDA-1 will be performed by contractors and verified using the TQSA program. 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 approved quality level verified by the TQSA program and all contract requirements. Any lot scheduled for shipment that does not meet these requirements constitute rejection to the contractor of such lot. Contractors assumes all risks and liabilities that arise with respect to the failure of the shipped product to meet contract specifications.
- C. The 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.
- D. If the contractor becomes TQSA non-compliant after contract is awarded and through execution of contract, the contracting officer may terminate contract for default.

11. SHIPMENT AND DELIVERY

- A. Shipment and delivery must be made in accordance with this announcement and Articles 56 and 64 of USDA-1.
- B. 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.
- C. CCC retains the option to accelerate or delay delivery date to meet program or vessel arrival changes.
- D. If CCC orders delivery of the bags or twine in a manner or to destinations other than those specified in the invitation, any additional cost in transportation or services shall be for the account of CCC and any savings will accrue to CCC.

12. LIQUIDATED DAMAGES

- A. Compensation to CCC of liquidated damages for delay in delivery will be payable in accordance with Article 67 of USDA-1, and will be at the rate of \$25.00 per thousand bags per day, and \$2.50 per carton per day for twine for each day of delay in delivery of contract quantities.
- B. Liquidated damages for late delivery begin on the day after the date required by notification to the contractor of delivery requirements or any extensions thereto, whichever is latest, and continuing thereafter until the date of actual delivery to CCC or termination of the contract by CCC.

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 Commodity Office
EOD Export Commodities Division
Bulk Commodity/ Freight Forwarding Branch
Stop Code 8738
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 may 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 Commodity Financial Operations Division, Payment Certification Branch.

14. INQUIRIES

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

Kansas City Commodity Office
Bulk Commodities Division
Inventory Management Branch
Stop Code 8748
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 KC-P-BAGS-307
PURCHASE OF
BAGS AND TWINE
FOR USE IN EXPORT PROGRAMS



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**APPENDIX 2 TO ANNOUNCEMENT KC-P-BAGS-307
PURCHASE OF BAGS AND TWINE
FOR USE IN EXPORT PROGRAMS**

Packaging and Marking Specifications

PART 1. BASIC PROVISIONS

1.1 PURPOSE

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

1.2 USDA RESPONSIBILITIES

- A. Commodity Operations (CO), Procurement and Donations Division (PDD), Contract Management Branch (CMB), USDA-FSA, Washington, DC, 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 alternative container or packaging material, commodity suppliers or package manufacturers must submit a written request to CO, PDD, CMB including the construction specification and any supporting evidence of performance such as:
 - (1) Laboratory test data.
 - (2) Reports of field testing.
 - (3) History of successful use in commercial channels.
 - (4) Environmental impact.
- B. The supporting evidence must show that the proposed alternative container or packaging

material will perform as well as the container(s) or packaging material(s) currently specified and authorized for use.

- C. The proposed alternative container or packaging material must have an environmental impact equal to or less than the container(s) or packaging material(s) currently specified and authorized for use. Commodity suppliers or package manufacturers must consider the environmental impact of each stage from manufacture, through its use, to waste management (reuse, recycle, or disposal).
- D. In response to requests, CO, PDD, CMB will do one or more of the following:
 - (1) Request that samples of the container or packaging material be sent for further evaluation to a testing laboratory.
 - (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/CO/PDD
Contract Management Branch
STOP 0551
1400 Independence Avenue SW
Washington, DC 20250-0551
ATTN: Packaging

1.5 QUALITY CONTROL

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

- A. At the contractor's plant, during TQSA program audits, auditors will select random samples of the containers or packaging materials intended for use in shipment of the product.
- B. In- plant testing and/or verification processes must be sufficient to ensure continual compliance with applicable construction and performance specifications.

- C. In-plant testing and/or verification processes will be reviewed and evaluated during all TQSA program audits.

1.6 LIABILITY

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

1.7 INQUIRIES FOR FEDERAL SPECIFICATIONS AND STANDARDS

For copies of referenced Federal specifications and standards contact:

GSA Federal Supply Service Bureau
Specifications Section (3FBP-W)
470 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 Commodity Operations, Procurement and Donation Division, Contract Management Branch.
 - (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) All ingredients and additives used to manufacture the fabric and/or bags must be 100 percent domestic origin. In addition, the polymer used must be 100 percent virgin polymer with no recycled material. Rework product will be limited to excess material produced during the initial extrusion process and will be limited to the amount produced during normal continuous operation. A system to identify and document this process must be in place for review during TQSA program audits.
 - (5) Stored in a manner that will prevent damage and deterioration and will protect product quality after final inspection and testing.
- 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/CO/PDD
Contract Management Branch
STOP 0551
1400 Independence Avenue SW
Washington, DC 20250-0551
Phone: 202-720-3774
ATTN: Packaging
- C. The contractor must maintain records to verify that during the contract shipping period, at the point of packaging, the containers and packaging materials were in compliance with paragraph 2.1.B. See Article 76 of USDA-1.

- D. Filled containers must be safe for individuals coming in contact with them during handling, stacking, and storage operations.
- E. The weight capacity of a container, e.g., 50 kg bag, is defined as a container designed to hold 50 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 C.O.C. must be provided in writing to the contracting officer, with a copy filed at the production facility for review by TQSA program auditors.
- D. Also, the following must be printed on the food containers/ bags as small as possible yet legible:

“Questions ? <http://www.fsa.usda.gov/daco/pdd/bags.htm>”

PART 3. CONTAINER AND PACKAGING REQUIREMENTS

3.1 BAG SIZE REQUIREMENTS

Circular woven polypropylene bags must have the finished bag-size of 23 inches by 39 inches.

3.2 BALING REQUIREMENTS

- A. Bags must be baled with 1,000 polypropylene bags to the bale.
- B. Bags designated to be top loaded with bulk grain must be baled for export with a minimum 14 gauge steel wire, or a minimum of 3/8-inch wide by 0.015-inch thick steel strapping, or minimum 1/2-inch polypropylene strap or baling twine of sufficient strength to withstand export distribution. The wire, straps or twine must be positioned as follows:

Five girth wires approximately equal distance apart. The bags shall be baled in a manner that would protect the finished product during storage and shipment.

- C. Required dimensions and counts must be verified by in-plant quality control processes.

3.3 TWINE SPECIFICATIONS

- A. Hand sewing twine must meet the following minimum requirements:
 - (1) 10 or 12 ply 4-inch cotton sail twine.
 - (2) 2,100 ft/lb polypropylene twine with an average tensile strength of 55 pounds.
 - (3) Twine will be in 50 pound many-end rolls.
- B. Machine sewing, high speed twine, on 8-ounce cones must meet the following minimum requirements:
 - (1) 0.97-lb - 13/4 ply polyester per 1,000 bags.
or
 - (2) 1.12 lb - 12/4 ply polyester-cotton per 1,000 bags.
- C. Twine and thread must meet the domestic origin requirements outlined in Part 2. Section 2.1.4 of the this appendix.

3.4 50-KILOGRAM WOVEN POLYPROPYLENE BAGS

A. Woven polypropylene fabric AND Circular-woven style bags

- (1) The polymer used in the fabric must be 100 percent virgin polypropylene.
- (2) The color of the fabric must be white, unless otherwise specified. Colored identifying marker yarn(s) must be woven into the fabric by the manufacturer. The color(s) of the marker yarn(s) and the Fabric Style Number must be reviewed and approved, in writing, by Commodity Operations, Washington DC. This information will be posted on the USDA, FSA, CO, PDD Internet page at <http://www.fsa.usda.gov/daco/pdd/bags.htm>.
- (3) The finished bag must be coated or finished by a suitable method to prevent slippage. Individual test results must be **a minimum 30** degrees when tested using the inclined test method. The incline test method must be conducted to reflect normal stacking of finished bagged product. The fabric must accept and retain printing ink that will not rub or flake off to a degree where legibility is impaired. Verification testing must be performed on finished bags as well as during fabric production.
- (4) In-plant testing and/or verification of fabric and bags must be conducted to verify its capability of resisting ultraviolet deterioration and compliance with the yearly ASTM Shock test requirements as outlined in the Sec 3.7 A & B Performance test procedures.
- (5) The finished fabric must weigh a minimum of **2.6** ounces per square yard and a yarn denier of **1000 D**. Tensile strength of the finished bag may be tested either by individual yard strength or 1-square inch of finished material. The requirements are: individual yarn tensile strength average of **8.8** pounds (**4** kg.) or an average **100** pounds (**45** kg) for 1-square inch of finished material.
- (6) Unless otherwise specified fabric must be constructed having a minimum average weave of **10 x 10** per square inch.
- (7) The top and bottom of the bag must be heat cut or otherwise finished to prevent fraying or unraveling of the fabric during distribution. The bottom seam must be constructed in accordance with Federal Standard 751a, SSn-1 Single Turnover, as amended. **A minimum 4 stitches per inch is required.**

3.5 50-KILOGRAM COTTON BAGS

Cotton bags must be made from one of the following constructions, from sheeting normally used by the industry, produced and manufactured in the United States:

<u>Construction</u>	<u>Minimum Count</u>	<u>Breakstrength</u>
40" 2.50 yd. sheeting	48 X 48	68.2 lbs.
36" 2.85 yd. sheeting	48 X 48	68.2 lbs.
40" 2.11 yd. osnaburg	40 X 26	70.9 lbs.
36" 2.35 yd. osnaburg	40 X 26	70.9 lbs.

3.6 SEWING OF BAG SEAMS

- A. All bag seams must be sewn in a manner which prevents the product from leaking through the seams during handling, storage, and distribution.
- B. The color of the sewing thread must be natural or white. The tensile strength of the sewn seams must not be less than the tensile strength of the fabric in the body of the bag.

3.7 PERFORMANCE TEST PROCEDURES

- A. All bags must be capable of withstanding the following performance test for impact resistance:

Ten filled and sealed bags must each survive a free fall drop from 8 feet to a solid surface. Each bag shall be drop tested six times, once on each face of the bag, without loss of product. **Testing must be conducted using either** ASTM D5497-98 Standard Test Method for Simulated Drop of Loaded Containers by Shock Machines or ASTM D5276-98 Standard Test Method for Drop Test of Loaded Containers by Free Fall. Bags must be conditioned prior to testing using ASTM D4332-99 Standard Practice for Conditioning Containers, Packages, or Packaging Components for Testing to a standard temperature (73° F plus or minus 2° F) and relative humidity (50% plus or minus 2%).

- B. All bags and fabric must be capable of resisting ultraviolet deterioration and must retain minimum 70 percent of its original minimum tensile strength in each direction, after exposure, when tested in accordance with Test Method ASTM D5034 (Grab Test), as amended when submitted to the following test:

Exposure for a minimum of 400 hours in a UVCON Ultraviolet / Condensation Weathering Device, a QUV Accelerated Weathering Tester or Xenon Arc Tester using ASTM G154 Standards for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.

- C. The fabric in an unstressed state, must permit a minimum air flow of 3 cubic feet per minute per square foot, and a maximum of 30 cubic feet per minute per square foot, when tested in accordance with ASTM Test Method D737, as amended.
- D. All performance testing shall be conducted for initial fabric and bag verification. These test results will be used to qualify the original construction and bag production processes. Performance testing will be conducted annually, and a minimum of yearly after initial performance is verified. Addition testing will be performed based upon material and bag performance, complaints, changes in the process, or upon request from the KCCO Contracting Officer to verify contract requirements.

E. Test Laboratories

Independent or private laboratories capable of conducting the ASTM D5487-98 Simulated Drop of Loaded Containers by Shock Machines or the ASTM D5276-98 Standard Test Method for Drop Test of Loaded Containers by Free Fall described in paragraph 3.7.A. must be utilized for initial product development.

PART 4. MARKING REQUIREMENTS

4.1 EXHIBITS A AND B

Exhibit A is to be printed on the front of the bag, Exhibit B is to be printed on the back of the bag. At no time, including when using the requirements in Section 4.2, Additional/Special Markings, should only one side of the bag be printed.

- A. The bags must be marked in the color as specified in the enclosed exhibits. Any markings not shown on the enclosed exhibits must be marked in blue. When printed on the bag, the colors blue and red must match the PMS chart numbers 280 and 200, respectively, to the extent practicable.
- B. All dimensions are approximate. Unless otherwise specified, all characters must be in normal block print.
- C. The letters USA must be Universal 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 6-1/2 inches high, and 12-1/2 inches in total width. The three stripes adjacent USA must be 1-1/4 inches high and printed as close to the edges of the bag as possible, not to exceed 1-1/2 inches from any edge.
- D. The USAID logo must be printed in the same style as shown in the enclosed exhibits. The logo must be sized approximately 5 inches by 3-3/4 inches on the front face and 4-1/2 inches by 3-3/8 inches on the back.
- E. The commodity name must be 1-1/2 inch print.
- F. The net weight, contract number, and the statement "NOT TO BE SOLD OR EXCHANGED" must be 3/4 inch print. For on-line printing purposes, the contract number may appear in any location on the bag provided the number is conspicuous.
- G. The statement "USE NO HOOKS" must be 3/4 inch print. The symbol indicating "USE NO HOOKS" must be 2-3/4 inches in height.
- H. Lot numbers, production codes, or any other means of identification required to meet the traceability requirement for TQSA may be printed on the front of the bag in the bottom right or left corners and must be as small as possible, yet legible. The bag manufacturer's name may be printed on the front of the bag providing it does not interfere with other required USDA markings as illustrated in the attached exhibits.
- I. The following must be printed on the front of the food containers/ bags approximately 5/8" in height:

“Questions ? <http://www.fsa.usda.gov/daco/pdd/bags.htm>”

4.2 ADDITIONAL/SPECIAL MARKINGS

- A. KCCO 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.
- B. The following special marking requirements may be requested under the contract:

Special Marking Requirement #1

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

Special Marking Requirement #2

Omit the USAID logo and retain all other markings.

Special Marking Requirement #3

Omit the words “NOT TO BE SOLD OR EXCHANGED” and retain all other markings.

Special Marking Requirement #4

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

4.3 EMPTY BAG DIMENSIONS

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

Gusseted Bags

Face Width X Gusset Width X Finished Length

Flat Tube Bags

Face Width X Finished Length

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

4.4 BAG MANUFACTURERS IDENTIFICATION

Bag maker's name, identifying symbol, code or trade name must appear on each bag as small as possible, yet legible. If identifying symbols, code or trade names are used, they must be placed on record with:

Textile Bag Manufacturer's Association
P.O. Box 286
Harrison, OH 45030

and

USDA/FSA/CO/PDD
Contract Management Branch
STOP 0551
1400 Independence Avenue SW
Washington, D.C. 20250-0551
ATTN: Packaging

4.5 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, misprints.