

February 3, 2003

**ANNOUNCEMENT MX1
EXCHANGE OF
NONFAT DRY MILK FOR
PROCESSED COMMODITIES**



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**ANNOUNCEMENT MX1
EXCHANGE OF NONFAT DRY MILK
FOR PROCESSED COMMODITIES**

1. GENERAL

A. Invitation for Offers

- (1) The Commodity Credit Corporation (CCC) will from time to time issue an invitation to exchange nonfat dry milk (NDM) commodities owned by CCC for processed commodities.
- (2) The invitation will specify the type of NDM to be exchanged, the specifications, 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. Deliveries. Deliveries of processed commodities in exchange for NDM must be made during the contracted delivery period and no extensions will be granted due to weekends or Federal holidays.

- (1) The CCC/Kansas City Commodity Office (KCCO) shall issue a Notice(s) to Deliver (N/D) at least seven days prior to the first day of each delivery period scheduled in the contract. Contractor shall deliver in accordance with instructions in the N/D. If a Notice to Deliver is issued less than seven days prior to the first day of the delivery period, the delivery period shall be extended by the number of days the Notice to Deliver is issued late. Contractor shall not be entitled to any extension of the delivery period unless it furnishes evidence satisfactory to the Agency that it was prepared to deliver during the delivery period but was prevented from doing so by reasons beyond the Contractor's control.
- (2) The items required herein shall be delivered by the Contractor and received at the Destination not later than the corresponding date set forth in the invitation schedule.
- (3) All line items (specified in the invitation) shall be f.o.b. delivered to the destination listed on the schedule for that line item.

2. TERMS AND CONDITIONS

A. Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract exchange rate. The Government must exercise its post-acceptance rights—

- (1) Within 60 days after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

- B. Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- C. Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties, except the Government may make unilateral changes within the scope of the contract in location of delivery or methods of shipment on any goods at any time. If any changes cause an increase or decrease in the cost, an equitable adjustment shall be made to the Contractor and modified in writing accordingly.
- D. Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- E. Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an unforeseeable occurrence, beyond the reasonable control of the Contractor, and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. All three of the above criteria shall be met to be determined an excusable delay. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- F. Patent indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- G. Risk of loss.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

- H. Taxes.** The contract exchange rate includes all applicable Federal, State, and local taxes and duties.
- I. Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract exchange rate reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, which have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- J. Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- K. Title.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- L. Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- M. Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- N. Compliance with laws unique to Government contracts.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- O. Order of precedence.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The invitation.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this Announcement.
 - (3) The FAR clauses in Appendix 1.

- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Other paragraphs of this Announcement.
- (6) Other documents, exhibits, and attachments.
- (7) The specification(s).
- (8) Any other applicable FAR clauses.

P. Time is of the Essence. Time is of the essence in the performance of this contract. All deliveries shall be strictly in accordance with the applicable quantities and schedules set forth in this contract. Whenever it appears Contractor will not meet the delivery schedule, Contractor shall immediately notify Government of the reason and length of the delay. Contractor shall make every effort to avoid or minimize the delay to the maximum extent possible including the expenditure of premium time and most expeditious transportation. Any additional cost caused by these requirements shall be borne by Contractor. If Contractor is unable to meet the required delivery schedules for any reason, other than a change directed by Government, Government shall have the option to terminate this contract, or fill such contract or any portion thereof, from sources other than Contractor and to reduce Contractor's contract quantities accordingly at no increase in unit exchange rate, without any penalty to Government. This condition shall not limit Government's rights under the default provision contained herein.

Q. Liquidated Damages.

- (1) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of \$50 per day, per truckload. Liquidated damages under this section shall in no event be imposed for more than 45 days of delay, except where mutually agreed upon between Contractor and the Government. It is difficult to quantify the value of nutritional and dietary needs, but the parties involved agree that the above rate is a reasonable quantification of such value. In addition, liquidated damages include, but are not limited to, compensation for the impairment of CCC/KCCO's credibility in administering programs which are dependent on timely delivery of commodities.
- (2) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part. In that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination for Cause clause, and any other applicable fees or costs.
- (3) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor.
- (4) Liquidated damages shall also apply to replacement deliveries, if such deliveries were not made within the agreed time for delivery.

R. Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. The Government suspends or debar Contractors to

protect the Government's interests. Contractors shall not enter into any subcontract in excess 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).

The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$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.

A corporate officer or designee of the Contractor shall 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; and
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interest when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

S. Electronic Commerce

(1) **Third-Party Network.** The Contractor is responsible for choosing their own Internet Service Provider (ISP) to transmit, translate, or carry data between the Contractor and the Government. The Contractor is responsible for the cost of its third-party network. The Government shall 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.

(2) **Security.** The Contractor and the Government shall safeguard electronic data from tampering and unauthorized disclosure.

T. FAR Clauses. The Contractor agrees to comply with the above FAR clauses, as well as the FAR Clauses in Appendix 1.

3. REPRESENTATIONS AND CERTIFICATIONS

Appendix 2 to this Announcement contains representations and certifications 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 2 as changes in the representations and certifications submitted to CCC occur throughout the year.

4. INSTRUCTIONS TO OFFERORS

A. North American Industry Classification System (NAICS) code and small business size standard.

- (1) The NAICS code and small business size standard for this acquisition is 311999; the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (2) 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 linked to FEDBIZOPs, government agency home pages, and other sources of procurement opportunities.

B. Submission of offers. Offers, modifications, withdrawals of offers, and exchange rate adjustments must be submitted by using the Domestic Electronic Bid Entry System (DEBES) and received by the date and local time specified in the invitation for receipt of offers. The time of receipt shall be determined and recorded by DEBES. Submission of the above by any means other than DEBES will be determined nonresponsive.

- (1) Computer Software Requirements
 - (a) Browser requirement: Netscape versions greater than 4.07 and less than 6.0 (OR) Internet Explorer 5.0 or above.
 - (b) Encryption: Browser capable of handling 128 bit encryption.
 - (c) Proxy servers: Offerors must set up their proxy server to allow access to the Internet DEBES port.
- (3) Access to DEBES
 - (a) Port location is: <https://pcsd.usda.gov:3077/mdbc1000.exe?>
 - (b) Government will provide the offeror with an ID number and the initial password needed to access DEBES.

C. Period for acceptance of offers. The offeror agrees to hold the exchange rates in its offer firm through the contract award date and time published in the invitation.

D. Late submissions, modifications, revisions, and withdrawals of offers.

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

- (a) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition, and--
 - (i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (iii) If this solicitation is a request for proposals, it was the only proposal received.
- (b) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (d) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (e) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

E. Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Invitation Schedule, offers may not be submitted for item quantities less than those specified. The Government reserves the right to make an award on any item for a quantity more or less than the

quantity offered, at the unit exchange rates offered, unless the offeror specifies otherwise in the offer.

F. Availability of requirements documents cited in this Announcement. The commercial item descriptions (CID) cited in this solicitation may be obtained at <http://www.ams.usda.gov/fqa/cids.htm> under the category, Dietary Foods and Food Specialty Preparations.

G. Data Universal Numbering System (DUNS) Number. The offeror shall provide as a part of the Offeror Representations and Certifications (Appendix 2), the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com>.

H. Eligibility of Offerors. To be pre-approved to submit a first offer, potential offerors shall:

- (1) Submit a completed SF-129 - Solicitation Mailing List Application. SF forms can be obtained at <http://www.gsa.gov/forms> ;
- (2) Affirmatively demonstrate responsibility as defined in FAR 9.104-1. Submit a current financial statement prepared by an independent Certified Public Accountant or an independent public accountant for review. CCC may perform a pre-award survey for the purpose of evaluating offeror's ability to perform the contract;
- (3) Meet the requirements of the Total Quality Systems Audit (TQSA) Program.
 - (a) 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. However, a result of "0" in any element of the TQSA Report Form TQ-003 would preclude participation in the commodity purchase programs until such time corrective action is implemented and verified as effective. (Element scoring: 0 = one (or more) questions with a result of "0", or four or more questions with a result of "M".) The TQSA Supplier Guidelines setting forth the TQSA requirements may be obtained at <http://www.fsa.usda.gov/pdd/tqsa.htm> ;
 - (b) 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.
 - (c) If Contractor becomes TQSA non-compliant after contract is awarded and through execution of contract, the contracting officer may terminate contract for cause.
- (4) Submit the Offeror Representations and Certifications, FAR Clause 52.212-3 (Appendix 2), and annually thereafter. By submitting an offer, the offeror certifies and warrants that the Representations and Certifications on file contain the current status of the offeror. Offerors are responsible for updating the Representations and Certifications as may be necessary prior to submission of an offer;

- (5) Certify and fully demonstrate that the product being delivered has a history of successful distribution and use in domestic commercial channels and is sold on the commercial marketplace with an established level of consumer acceptance prior to the initial offer;
- (6) Meet the definitions of a manufacturer or nonmanufacturer as defined below:
 - (a) 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;
 - (b) 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; and
- (7) Maintain a bona fide business office in the United States for the purpose of selling to USDA the product described in this Announcement. Additionally, the offeror must maintain an office, employee, or agent for service of process.

I. Responsibility and Past Performance of Offerors. Offerors are cautioned not to bid on product quantities exceeding a level they can reasonably be expected to deliver in accordance with the contract schedule. The offeror shall certify to timely performance on current contracts prior to submitting an offer. A determination that late performance is beyond the control or negligence of the contractor will be made by the Contracting Officer prior to bid opening. An offeror may be deemed nonresponsible if the offeror is delivering late on contracts with USDA/KCCO and the late delivery is not due to causes beyond the offeror's control. This provision, as it pertains to small business, is a deviation from FAR 9.103(b) and Subpart 19.6.

J. Shipment and Delivery. Contractors are required to make TWO notifications for each shipment.

- (1) The State Agency, "Consign To" party shown on the Notice to Deliver (N/D), must be FAXED on the date of shipment, and
- (2) The receiving warehouse, "Care Of" party shown on the N/D, must be called 24 hours in advance to schedule an unloading appointment. This is not required for rail shipments. Contractors must notify the Contracting Officer in advance if deliveries will not be made by the final delivery date under the contract.

5. COMMODITY SPECIFICATIONS

A. Domestic Origin. When CCC takes title to the commodity the following domestic origin requirements apply:

- (1) The product, containers, and packaging delivered under this Announcement must be produced in the United States from commodities produced in the United States. U.S. domestic origin certification is not required for sweeteners, stabilizers, cocoa and vanilla.
- (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. "United States" means the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, and possessions of 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 delivery period, at the point of packaging or, in the case of bulk commodities, at the point of delivery to CCC, the product, containers, and packaging was in compliance with the domestic origin requirements of this section of the Announcement.
- (4) CCC will randomly conduct domestic origin compliance reviews to determine if the product, containers, and packaging delivered to CCC was produced and manufactured in the United States from materials produced and manufactured in the United States. Upon request, the contractor must submit documentation substantiating compliance to the contracting officer for review. This documentation may include procurement, production, inventory, delivery, and any other pertinent records. Onsite reviews may also be performed, at the discretion of CCC.

B. Quality of Commodity. The invitation will specify the quality of the commodity required. The product must conform in every respect to the provisions of the "Federal Food, Drug, and Cosmetic Act," as amended, and the regulations promulgated thereunder, including any Defect Action Level guidelines issued by the Food and Drug Administration (FDA) which may be applicable to this product. Any shipments with counts in excess of the FDA Defect Action Level guidelines are unacceptable and shall not be shipped.

C. Commercial Brand Products

- (1) Contractors supplying commercial brand products must certify and fully demonstrate that the product being delivered has a history of successful distribution and use in domestic commercial channels, and is sold on the commercial market with an established level of consumer acceptance prior to the initial bid. The product delivered shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, processing, packaging, labeling, storage, distribution, and sale within the commercial marketplace.
- (2) Applicable Commercial Item Description(s) (CID) may be obtained at <http://www.ams.usda.gov/fqa/cids.htm>.

D. Container, Packaging, Markings, and Labeling Requirements

- (1) Container and packaging requirements are those used in current commercial shipping practices.
- (2) Unless otherwise specified by CCC, all shipments of packaged products must be unitized (palletized and stretch wrapped) as follows:

Pallets must be:

- (a) Constructed to facilitate the safe handling, stacking, and transportation of the packaged product, as a unit, without loss or damage.

- (b) 48 x 40 inches, four-way, Number 2, reversible flush stringer with no broken runners or slats.
 - (c) Suitable for use in the shipment of food products.
- (3) All containers must be marked and labeled with the Contractor's customary commercial markings and be in compliance with the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

E. Information required on the Bill of Lading. In addition to the information required by the form KC-277, NOTICE TO DELIVER TRANSMITTAL AND INSTRUCTIONS, the commercial bill of lading must show 1) The manufacturer's lot code/lot identification number; 2) The statement, "FOR USDA FOOD DISTRIBUTION PROGRAMS"

6. RELEASE OF CCC-OWNED NDM

A. Release of CCC-Owned NDM to Contractor.

- (1) It is mutually agreed and understood that in submitting a request for release of CCC-owned NDM, the Contractor thereby certifies that all requirements of the contract have been satisfied and Contractor has complied fully with the representations and certifications set forth in this Announcement. Submission of a request for release of CCC-owned NDM when all contract terms and conditions have not been satisfied will subject the Contractor to possible civil and criminal liability under applicable Federal statutes including, but not limited to, 15 U.S.C. 714(n), 18 U.S.C. 1001, and 31 U.S.C. 3729.
- (2) CCC will determine the storage locations and the characteristics of the NDM exchanged. CCC shall release the NDM to the Contractor in-store at the point(s) of storage as soon as possible by issuing to the warehouseman a Notice to Deliver authorizing them to release the commodity immediately to the Contractor. The N/D will be mailed or transmitted to the warehouseman and the Forwarding Notice will be mailed or transmitted to the Contractor once proof of delivery is received. The date the N/D is mailed or transmitted shall be the date of issuance.
- (3) CCC shall be responsible for any storage charges accruing up to and including the thirtieth day following the date of issuance of the N/D or until the NDM is loaded out, whichever date is earlier. Any storage, handling, or other warehouse charges accruing thereafter shall be for the account of the Contractor. Notwithstanding the foregoing, any prepaid warehouse charges, including loading-out charges, on any lot of the NDM released to the Contractor shall accrue to the benefit of the Contractor. Title and risk of loss shall pass to the Contractor on the date of load-out by the warehouseman or thirty days following the date of issuance of the N/D, whichever date is earlier.

B. Contractor's Request for Release of Commodity. CCC will execute the release of CCC-owned NDM upon receipt of documentation from the Contractor that all requirements of the contract have been satisfied. Furthermore:

- (1) All required documentation is at contractor's expense;

- (2) Proof of delivery as evidenced by one or more of the following documents will be required as a part of the request for release of commodity package:
- (a) A copy of the Bill of Lading, showing the information required by paragraph 5.E., signed and dated by the recipient, or
 - (b) A copy of the commercial receipt evidencing delivery signed and dated by the recipient;
- (3) In lieu of proof of delivery, contractor may submit a signed and dated request for release of commodity evidencing the date of delivery and quantity (units) delivered in good condition which must include the following statement (either as a part of the request for release of commodity or an attachment to):

“Contractors Invoice Certification”

“I certify that this invoice presented for payment is true. This certification is executed with full knowledge of the provision of 15 U.S.C. 714m(a), which provides a fine of not to exceed \$10,000 or imprisonment of not more than five years or both, for making any statement knowing it to be false, for the purpose of influencing in any way the action of the United States Department of Agriculture, and with full knowledge of the provisions of 31 U.S.C. 3729 imposing civil liability upon any person who shall make or cause to be made a false, fictitious, or fraudulent claim against the United States.”

Authorized signature

Date

- (4) Requests for release of commodity must be mailed to:

By regular mail:

Kansas City Commodity Office
DDOD/DPIB
Stop Code 8718
P.O. Box 419205
Kansas City, MO 64141-6205

Users of various express delivery services:

Kansas City Commodity Office
DDOD/DPIB
Stop Code 8718
6501 Beacon Drive
Kansas City, MO 64133-4676
(Hours: 7:00 A.M. - 5:00 P.M.)

C. Exchanged Commodity. The exchanged commodity will be CCC-owned NDM.

- (1) Pack size is 25 kg bags
- (2) Grade will be U.S. Extra Grade
 - (a) The grade of the product delivered by CCC shall be evidenced by the most recent grading certificate issued by the Dairy Grading Branch, Dairy Programs of USDA’s Agricultural Marketing Service (AMS). A copy of the certificate will be furnished to the Contractor if requested in the offer. Products delivered will be conclusively presumed to be of the grade stated in such certificate unless additional inspection is requested as provided in paragraph (b) of this section.

- (b) The Contractor may, before shipment, request reinspection of any part of the product by AMS or an independent private inspection service, agreeable to both the Contractor and CCC, whose findings as to grade of the product shall be final and conclusive. Such reinspection shall be for the account of the Contractor, unless the reinspected product fails to meet the grade represented by CCC, in which case, the cost of the reinspection shall be for the account of CCC.
- (c) If the reinspection, as provided in paragraph (b) of this section, shows any part of the product to be below the contract grade stated by CCC, the Contractor may:
 - (i) accept the product at the grade determined by the reinspection, at a mutually agreed upon, adjusted exchange rate, or
 - (ii) accept other product of a grade equal to the contract grade, if CCC determines that such other product is available.
- (3) Age of the NDM may be identified in the applicable invitation.

D. Quantity of Exchanged NDM. The weight of each warehouse lot shall be evidenced by the weight shown on the shipping instructions issued by CCC or by the most recent certificates issued by the Dairy Grading Branch, Dairy Programs of USDA's Agricultural Marketing Service (AMS). If the quantity delivered differs from the quantity contracted for because the number of containers differs from the number shown on the above documents, reimbursement to the Contractor in the case of shortage, or payment to CCC in the case of over-delivery, shall be made promptly. Claims for shortages must be supported by document(s) acceptable to CCC.

E. Adjustment for Changes in Price Support. If the United States Department of Agriculture (USDA) announces a change in the purchase price of NDM under the price support program subsequent to the date offers are to be received under invitations issued pursuant to this Announcement, which will be effective during all or any part of the delivery period(s) set forth in the contract, (or any extension thereof, made either at the request of CCC, or for delays due to causes without the fault or negligence of the contractor or subcontractor, as provided, in paragraph 2E, Excusable Delays), the price (exchange rate) to be paid for the processed commodity will be increased or decreased by a percentage amount equivalent to the announced increase or decrease in the CCC buying price for NDM, but only to the extent that CCC determines that any such increase or decrease is attributable to CCC's price support operations. The adjusted price will be payable only with respect to the quantity of processed commodity, if any, that was produced during the period such price change is in effect. No increase in price will apply to any processed commodity delivered under a contract which, under the original delivery schedule, was scheduled for shipment prior to the effective date of such price increase.

7. INQUIRIES

Inquiries pertaining to this Announcement should be directed to:

Kansas City Commodity Office
Dairy and Domestic Operations Division
Stop Code 8718
P.O. Box 419205
Kansas City, MO 64141-6205
Telephone Number 816-926-6050

/s/ George W. Aldaya

George W. Aldaya
Director
Kansas City Commodity Office

APPENDIX 1

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS

for

COMMERCIAL ITEMS



CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS FOR COMMERCIAL ITEMS

- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- (1) 52.222-3, Convict Labor (E.O. 11755).
 - (2) 52.233-3, Protest after Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - (ii) Alternate I to 52.219-5.
 - (iii) Alternate II to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- (12) 52.222-26, Equal Opportunity (E.O. 11246).

- XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- XX (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- XX (16) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (E.O. 13126).
- ___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
 - ___(ii) Alternate I of 52.223-9 (42.U.S.C. 6962(i)(2)(C)).
- ___ (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a - 10d).
- ___ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
 - ___ (ii) Alternate I of 52.225-3.
 - ___ (iii) Alternate II of 52.225-3.
- ___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- XX (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ___ (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
 - ___(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be

required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

APPENDIX 2

**REPRESENTATIONS AND
CERTIFICATIONS**

for

COMMERCIAL ITEMS



OFFEROR REPRESENTATIONS AND CERTIFICATIONS FOR COMMERCIAL ITEMS

The Representations and Certifications listed in this attachment are required prior to submission of offers and annually thereafter. The U.S. Department of Agriculture/Kansas City Commodity Office (USDA/KCCO) will retain the signed attachment on file as the offeror’s Representations and Certifications for subsequent invitations for offers under this Announcement. By submitting an offer, the offeror certifies and warrants that the Representations and Certifications on file contain the current status of the offeror. Offerors are responsible for updating the Representations and Certifications as may be necessary prior to submission of any offer.

The undersigned has executed these Representations and Certifications on this _____ day of _____, _____.
 (Month) (Year)

NAME OF FIRM _____
 SIGNATURE _____ TITLE _____
 TYPED NAME _____

REPRESENTATIVES AUTHORIZED TO SUBMIT OFFERS <u>1/</u>		
Signature	Typed Name	Title

1/ At least one of the Offeror's authorized representatives must be an officer of the corporation, a partner of the partnership, or the proprietor of the sole proprietorship.

STREET ADDRESS _____
 CITY _____ STATE _____ ZIP CODE _____
 TELEPHONE NUMBER _____ FAX NUMBER _____
 EMAIL ADDRESS _____
 DUNS NUMBER _____

A. Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

- (1) Extracted from any person under the age of 18 under the menace of penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”--

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

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

“Veteran-owned small business concern” means a small business concern--

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

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

B. Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

? TIN: _____.

? TIN has been applied for.

? TIN is not required because:

? Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have an office or place of business or a fiscal paying agent in the United States;

? Offeror is an agency or instrumentality of a foreign government;

? Offeror is an agency or instrumentality of the Federal Government

(4) Type of organization.

? Sole proprietorship;

? Partnership;

? Corporate entity (not tax-exempt);

? Corporate entity (tax-exempt);

? Government entity (Federal, State, or local);

? Foreign government;

? International organization per 26 CFR 1.6049-4;

? Other _____.

(5) Common parent.

? Offeror is not owned or controlled by a common parent;

? Name and TIN of common parent:

Name _____.

TIN _____.

C. Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ? is, ? is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ? is, ? is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this

provision.] The offeror represents as part of its offer that it ? is, ? is not a service-disabled veteran-owned small business concern.

- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ? is, ? is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ? is, ? is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ? is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
 - (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ? is, ? is not an emerging small business.
 - (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:
 - (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
 - (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

D. Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

- (i) It ? has, ? has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ? has, ? has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

- (i) It ? has developed and has on file, ? has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It ? has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.

E. Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

F. Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

- (1) The offeror and/or any of its principals ? are, ? are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ? Have, ? have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the

submission of offerors; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ? are, ? are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

G. HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

- (i) It ? is, ? is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ? is, ? is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(1o)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, sexual orientation, marital or family status, political beliefs, or protected genetic information. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call 202-720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.