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DEPARTMENT OF  
AGRICULTURE

COMMODITY  
CREDIT  
CORPORATION

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EFFECTIVE: September 24, 2001

**ANNOUNCEMENT BWSF8**

**PURCHASE OF**

**BULGUR / SOY-FORTIFIED BULGUR**

**FOR USE IN EXPORT PROGRAMS**



# **TABLE OF CONTENTS**

## **BULGUR / SOY-FORTIFIED BULGUR**

	<u>Page</u>
1. GENERAL .....	1
2. ELIGIBILITY OF OFFERORS .....	2
3. SUBMISSION OF OFFERS .....	3
4. ACCEPTANCE OF OFFERS .....	5
5. PROVISIONS OF CONTRACT .....	5
6. NAICS CODE AND SMALL BUSINESS SIZE STANDARD .....	6
7. RESPONSES TO ILLEGAL OR IMPROPER ACTIVITY .....	6
8. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT .....	8
9. COMMODITY SPECIFICATIONS .....	9
10. QUALITY ASSURANCE .....	23
11. SHIPMENT AND DELIVERY .....	24
12. LIQUIDATED DAMAGES .....	25
13. INVOICES AND PAYMENT .....	25
14. INQUIRIES .....	26
CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES .....	APPENDIX 1
PACKAGING AND MARKING SPECIFICATIONS .....	APPENDIX 2



**ANNOUNCEMENT BWSF8  
PURCHASE OF BULGUR / SOY-FORTIFIED BULGUR  
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 bulgur/soy-fortified bulgur (hereinafter referred to as bulgur, soy-fortified bulgur 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, TQSA Supplier 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 dealer or manufacturer as defined below.
  - (1) Manufacturer means a person that owns, operates, or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - (2) Nonmanufacturer means a person that is primarily engaged in the wholesale or retail trade and normally sells the items being supplied to the general public, and will supply the end item of a small business manufacturer or processor made in the United States, or obtain a waiver of such requirement pursuant to 13 C.F.R. 121.406.
- E. Maintain a bona fide business office in the United States for the purpose of selling to CCC the product described in this announcement. Additionally, the offeror must maintain an office, employee, or agent for service of process.

- ✓..F. Meet the requirements of the Total Quality Systems Audit (TQSA) program. Offerors shall only be allowed to offer from plants that have been audited under TQSA and have received a score of at least 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".) Total Quality Systems Audit Supplier Guidelines setting forth the TQSA requirements may be obtained at the Internet location [www.fsa.usda.gov/daco/pdd/tqsa.htm](http://www.fsa.usda.gov/daco/pdd/tqsa.htm) or by contacting the appropriate Contracting Officer.  
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### 3. SUBMISSION OF OFFERS

#### A. How to Submit Offers

- (1) Offers, modifications, withdrawals of offers, and price adjustments must be submitted by using the Electronic Bid Entry System (EBES). **(The invitation will specify the Internet address to which offers, modifications, withdrawals of offers, and price adjustments are to be submitted).** Submission of the above by any means other than EBES will be determined nonresponsive.
- (2) CCC will not be responsible for any failure attributed to the transmission of the bid data prior to being accepted and stored on our web server including but not limited to the following:
  - (a) Any failure of the offeror's computer hardware or software.
  - (b) Availability of your Internet service provider.
  - (c) Delay in transmission due to the speed of your modem.
  - (d) Delay in transmission due to excessive volume of Internet traffic.
- (3) Product Conformance Certification - By submitting an offer, the bidder certifies that the product to be delivered conforms in all respects with the contract requirements, specifications, standards and quality assurance practices as stated in applicable announcement. The Government reserves the right to require proof of such conformance.

B. Where and When to Submit Offers

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

C. Late Submissions, Modifications, and Withdrawals of Bids

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

D. Destination Delivery Basis

- (1) Offer prices will be quoted and delivery will be either, f.a.s. vessel, intermodal plant, or intermodal bridge, as specified in the invitation.
- (2) Contractors must deliver the commodity according to the following:
  - (a) Contracts for f.a.s. vessel must be delivered in accordance with Article 56 of USDA-1.
  - (b) Contracts for intermodal plant must be delivered f.o.b. conveyance. Contractors are responsible for obtaining the transportation conveyance and loading the cargo. Steamship lines are responsible for transportation costs to U.S. port and all charges incurred to load vessel.
  - (c) For intermodal bridge contracts, contractors are responsible for loading cargo and paying for transportation costs to a specified location at the designated U.S. point, named by the steamship line. Contractors are to contact the notify party indicated on the Notice to Deliver and/or the steamship line to obtain the exact location for delivery. Steamship lines are responsible for transportation expenses incurred (if any) to move the transportation conveyance to a U.S. port, unloading the conveyance (including container stuffing charges, where applicable), and all charges incurred to load the vessel.

**4. ACCEPTANCE OF OFFERS**

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

**5. PROVISIONS OF CONTRACT**

- A. The contract consists of:
  - (1) Contractor's offer.
  - (2) CCC's acceptance.
  - (3) The applicable invitation.
  - (4) This announcement, including Appendixes 1 and 2.
  - (5) TQSA Supplier Guidelines.
  - (6) USDA-1, except Articles 6, 7, 50, and all of Part E.
- B. If the provisions of USDA-1, TQSA Supplier Guidelines, and this announcement are not consistent, the provisions of this announcement will prevail. If the provisions of USDA-1, TQSA Supplier Guidelines, this announcement, and the invitation are not consistent, those of the invitation will prevail.
- C. No interpretation or amendment of this announcement is valid or enforceable unless such interpretation or amendment is in writing and executed by the contracting officer.

**6. NAICS CODE AND SMALL BUSINESS SIZE STANDARD**

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

<b>Commodity</b>	<b>NAICS Code</b>	<b>Size Standard (Employees)</b>
Bulgur	311211	500
Soy-fortified Bulgur	311211	500

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

**7. RESPONSES TO ILLEGAL OR IMPROPER ACTIVITY**

- A. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
  - (1) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may:
    - (a) Cancel the solicitation, if the contract has not yet been awarded or issued; or
    - (b) Rescind the contract with respect to which:
      - 1) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either:
        - a) Exchanging the information covered by such subsections for anything of value; or



- b) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
  - 2) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (2) If the Government rescinds the contract under paragraph A. (1) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (3) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.
- B. Price or Fee Adjustment for Illegal or Improper Activity**
- (1) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph B. (2) of this clause if the head of the contracting activity or designee determine that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (2) The price or fee reduction referred to in paragraph B. (1) of this clause shall be:
- (a) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
  - (b) For cost-plus-incentive-fee-contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or “fee floor” specified in the contract;
  - (c) For cost-plus-award-fee contracts:
    - 1) The base fee established in the contract at the time of contract award;
    - 2) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the contractor for each award fee evaluation period or at each award fee determination point.
  - (d) For fixed-price-incentive contracts, the Government may:

- 1) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
  - 2) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the contracting officer may defer such adjustment until establishment of the total final price of the contract. The total final prices established in accordance with the incentive price revision provisions of the contract award and such reduced price shall be the total final contract price.
- (e) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the contracting officer from records or documents in existence prior to the date of the contract award.
- (3) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph B. (2) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
  - (4) In addition to the remedies in paragraphs B. (1) and B. (3) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

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

- A. The Government suspends or debar contractors to protect the Government's interests. Contractors must not enter into any subcontract equal to, or in excess of, the small purchase limitation of \$25,000 with a contractor that has been debarred, suspended, or proposed for debarment unless the acquiring agency's head or designee determines there is a compelling reason for such action (FAR 9.405).

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

## 9. COMMODITY SPECIFICATIONS

### A. Domestic Origin

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

"Produced in the United States" means manufactured, processed, mined, harvested, or otherwise prepared for sale or distribution, from components originating in the United States. Components originating in the United States which have been exported, and subsequently imported back into the United States, will not be considered as having been produced in the United States.
- (3) The contractor must maintain records to verify that during the contract shipping period, at the point of packaging or, in the case of bulk commodities, at the point of delivery to CCC, the product was in compliance with the domestic origin requirements of this section of the announcement. (See Article 76 of USDA-1)

- (4) CCC will randomly conduct domestic origin compliance reviews to determine if the product delivered to CCC was produced and manufactured in the U.S. from materials produced and manufactured in the U.S. Upon request, the contractor must submit documentation substantiating compliance to the contracting officer for review. This documentation may include procurement, production, inventory, delivery, and any other pertinent records. Onsite reviews may also be performed, at the discretion of CCC.

B. Product Specifications - **Bulgur**

- (1) The bulgur will be milled from wheat of any of the classes defined in the "Official Grain Standards of the United States," for wheat except mixtures of wheat of contrasting classes. The wheat must not contain more than 4.0 percent of damaged kernels.
- (2) All wheat based products must be tested for vomitoxin. Testing for vomitoxin is to be performed by the contractor. Any shipments in excess of one part per million will be rejected to the contractor's account in accordance with Article 60 of USDA-1.
- (3) The product must conform in every respect to the provisions of the "Federal Food, Drug, and Cosmetic Act," as amended, and the regulations promulgated thereunder, including any Defect Action Level guidelines issued by the Food and Drug Administration (FDA) which may be applicable to this product. Any shipments with counts in excess of the FDA Defect Action Level guidelines will be rejected to the contractor's account in accordance with Article 60 of USDA-1.
- (4) Bulgur delivered under this announcement must meet the requirements for Type I of Federal Specification N-B-780a, dated August 15, 1966, parts 1 through 4, except parts 3.1.2, 4.2.5, 4.2.6, and 4.3.
- (5) Chemical and physical requirements listed in Table 1 will take precedence where they are different from those contained in Federal Specification N-B-780a.

**Table 1 - Chemical and Physical Requirements**

**BULGUR**

ITEM	REQUIREMENT <sup>1</sup>	
	MINIMUM	MAXIMUM
Moisture, %	----	11.5
Protein (Nx5.7), % <sup>2</sup>	9.3	----
Crude Fiber, % <sup>2</sup>	----	2.3
Ash, % <sup>2</sup>	----	<sup>3</sup>
Foreign Material: Other grains except wheat, %	----	0.10
Material except other grains, % <sup>4</sup>	----	0.10
Scorched particles (whole or pieces of kernels), %	----	0.20
Ungelatinized particles (whole or pieces of kernels), %	----	1.0
Whole processed kernels remaining on No. 8 woven-wire-cloth sieve, %	----	4.0
Material that will pass through U.S. Standard No. 8 woven-wire-cloth sieve, %	80	----
Material that will pass through U.S. Standard No. 14 woven-wire-cloth sieve, %	----	18
Material that will pass through U.S. Standard No. 30 woven-wire-cloth sieve, %	----	0.9

C. Product Enrichment Requirements

- (1) The product must be blended thoroughly and homogeneously mixed with calcium and other listed enrichment ingredients (1/2 oz./cwt feed rate) in the following proportions:

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<sup>1</sup> All percentages are on the basis of weight.

<sup>2</sup> These limiting factors are on a moisture-free basis.

<sup>3</sup> For maximum ash, see table on "Maximum Ash Allowable Without Discount at Specified Calcium Levels."

<sup>4</sup> Including grain hulls either attached or detached. However, any hulls attached to product should be detached before inclusion in the hull fraction.

<b>ENRICHMENT INGREDIENTS - BULGUR</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
Thiamine, mg/lb.	2.0	3.0
Riboflavin, mg/lb.	1.2	1.8
Niacin or niacinamide, mg/lb.	16.0	24.0
Vitamin A-Palmitate, IU/lb. <sup>1</sup>	8,800	----
Calcium (in harmless and assimilable form), mg/lb.	500	750
Iron (reduced iron, 325 mesh, to be used as the iron source), mg/lb. <sup>2</sup>	13.0	26.0

- (2) Flavor Stability: When used for fortifying bulgur at the level of 8,800 IU per pound, the Vitamin A Palmitate preparation must contribute no off-flavor or odor to the dry mix, or to prepared cooked products.
- (3) The Vitamin A must have been tested by the vitamin manufacturers in cornmeal or wheat flour having moisture content in the range 13.5 to 14.5 percent to assure stability of the vitamin.
- (4) If cornmeal is used for the stability test, the cornmeal used must be enriched degermed yellow cornmeal, fine granulation, conforming to requirements of Federal Specification N-C-521E for Type II, Class B, Granulation 2. The cornmeal must be enriched to contain: 2.0 to 3.0 mg. thiamine per pound; 1.2 to 1.8 mg. riboflavin per pound; 16.0 to 24.0 mg. niacin or niacinamide per pound; 13.0 to 26 mg. iron per pound; and 500 to 750 mg. calcium per pound.
- (5) If wheat flour is used for the stability test, the flour must be of 65 to 75 percent extraction and must be enriched to contain 2.0 to 2.5 mg. thiamine per pound; 1.2 to 1.5 mg. riboflavin per pound; 16.0 to 20.0 mg. niacin per pound; and 13.0 to 16.5 mg. iron per pound.

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<sup>1</sup> Vitamin A-Palmitate (stabilized) must be added in encapsulated form containing 250,000 IU Vitamin A-Palmitate/g. Particle size must comply with the requirement that at least 98 percent will pass through a U.S. Standard No. 50 sieve, at least 90 percent through a U.S. Standard No. 60 sieve, and at least 45 percent through a U.S. Standard No. 100 sieve. The product must be not less than 95 percent of the all-trans isomer as determined by the USP assay procedure. The Vitamin A-Palmitate must have storage stability such that not more than 20 percent of its original activity will be lost when stored for 21 days at 45° C in a sealed container at a target level of 11,000 per pound in cornmeal or wheat flour having a moisture content in the range of 13.5 to 14.5 percent.

<sup>2</sup> Ferrous sulfate is not to be used as the iron source in any processed cereal products purchased for export assistance programs.

**D. MAXIMUM ASH ALLOWABLE WITHOUT DISCOUNT AT SPECIFIED  
CALCIUM LEVELS <sup>1</sup>**

**BULGUR**

<b>CALCIUM MG./LB.</b>	<b>MAXIMUM ASH PERCENT</b>	<b>CALCIUM MG./LB.</b>	<b>MAXIMUM ASH PERCENT</b>	<b>CALCIUM MG./LB.</b>	<b>MAXIMUM ASH PERCENT</b>
340-358	2.18	649-666	2.35	957-974	2.52
359-376	2.19	667-684	2.36	975-993	2.53
377-394	2.20	685-702	2.37	994-1011	2.54
395-412	2.21	703-720	2.38	1012-1029	2.55
413-430	2.22	721-739	2.39	1030-1047	2.56
431-448	2.23	740-757	2.40	1048-1065	2.57
449-466	2.24	758-775	2.41	1066-1083	2.58
467-485	2.25	776-793	2.42	1084-1101	2.59
486-503	2.26	794-811	2.43	1102-1120	2.60
504-521	2.27	812-829	2.44	1121-1138	2.61
522-539	2.28	830-847	2.45	1139-1156	2.62
540-557	2.29	848-866	2.46	1157-1174	2.63
558-575	2.30	867-884	2.47	1175-1192	2.64
576-593	2.31	885-902	2.48	1193-1210	2.65
594-612	2.32	903-920	2.49	1211-1228	2.66
613-630	2.33	921-938	2.50	1229-1247	2.67
631-648	2.34	939-956	2.51		

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<sup>1</sup> Bulgur, prior to calcium enrichment, may not have an ash content exceeding 2.00 percent on a moisture-free basis.

E. Methods of Analyses

Unless otherwise specified, test methods for the finished product, and any ingredients therein, will be those of the "Official Methods of the Association of Official Analytical Chemists," (AOAC) the "American Association of Cereal Chemists," (AACC) or the "American Oil Chemists' Society," as applicable and in effect on the date of issuance of the invitation under which the contract involved was entered into, or in accordance with methods that give equivalent results.

F. Quality Discounts

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



### Bulgur Discounts

<b>Deficient Protein - Percent</b>	<b>Excess Whole Kernels Remaining on a No. 8 Sieve - Percent</b>
9.2 or 9.1 - 10 cents	4.1 through 4.4 - 10 cents
9.0 or 8.9 - 20 cents	4.5 through 4.8 - 20 cents
8.8 - 35 cents	4.9 or 5.0 - 35 cents
<b>Excess Ungelatinized Particles - Percent</b>	<b>Excess Material other than Cereal Grains - Percent</b>
1.1 through 1.4 - 10 cents	0.11 through 0.20 - 25 cents
1.5 through 1.8 - 20 cents	
1.9 or 2.0 - 35 cents	
<b>Excess Ash Percentage Points above Maximum</b>	<b>Excess Other Grain Except Wheat - Percent</b>
.01 or .02 - 10 cents	0.11 through 0.20 - 25 cents
.03 or .04 - 20 cents	
.05 - 35 cents	
<b>Excess Moisture - Percent</b>	<b>Excess Crude Fiber - Percent</b>
11.6 or 11.7 - 10 cents	2.4 or 2.5 - 10 cents
11.8 or 11.9 - 20 cents	2.6 or 2.7 - 20 cents
12.0 - 35 cents	2.8 - 35 cents
<b>Excess Granulation through No. 14 Sieve - Percent</b>	<b>Excess Scorched Particles - Percent</b>
19 through 22 - 10 cents	0.21 through 0.30 - 25 cents
23 through 26 - 20 cents	
27 or 28 - 35 cents	
<b>Deficient Granulation through a No. 8 Sieve - Percent</b>	<b>Deficient Calcium</b>
79 through 70 - 10 cents	499-440 mg/lb. - 5 cents
	439-400 mg/lb. - 10 cents
	399-340 mg/lb. - 20 cents
<b>Excess Granulation through No. 30 Sieve - Percent</b>	<b>Excess Calcium</b>
1.0 through 1.5 - 10 cents	750-1247 mg/lb. - 0 cents
1.6 through 2.5 - 20 cents	
2.6 through 3.0 - 35 cents	

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

H. Product Specifications - Soy-Fortified Bulgur

- (1) The bulgur will be milled from wheat of any of the classes defined in the "Official Grain Standards of the United States," for wheat except mixtures of wheat of contrasting classes. The wheat must not contain more than 4.0 percent of damaged kernels.
- (2) The product must conform in every respect to the provisions of the "Federal Food, Drug, and Cosmetic Act," as amended, and the regulations promulgated thereunder, including any Defect Action Level guidelines issued by the Food and Drug Administration (FDA) which may be applicable to this product. Any shipments with counts in excess of the FDA Defect Action Level guidelines will be rejected to the contractor's account in accordance with Article 60 of USDA-1.
- (3) The ingredients contained in the blended product must be in the following proportions:

<u>Ingredients</u>	<u>Pounds per 2000-lb. Batch</u>
Bulgur, cracked	1,700
Soy grits, defatted (toasted) or expeller	<u>300</u>
<b>TOTAL</b>	<b>2,000</b>

- (4) The soy-fortified bulgur when cooked by mixing one part by volume of the product with two parts by volume water, bringing the mixture to a boil, and boiling gently for 15 minutes, must be distinctly particulate (individual particles which adhere together to some extent after cooking but will not disintegrate or otherwise lose their identity) but tender and palatable. It must not be ropy or gluey.
- (5) The product must have a good characteristic taste and odor free from rancid, bitter, musty, sour, and other undesirable or foreign tastes and odors.
- (6) The product must conform to the analysis as shown in the following Table 2, using analytical procedures of the Association of Official Analytical Chemists, the American Association of Cereal Chemists, and the American Oil Chemists' Society. Unless otherwise specified, all analyses except moisture are expressed on a moisture-free basis.

**Table 2 - Chemical and Physical Requirements**

**SOY-FORTIFIED BULGUR**

ITEM	REQUIREMENTS <sup>1</sup>	
	MINIMUM	MAXIMUM
Moisture, %	----	11.5
Protein (Nx6.25), % <sup>2</sup>	17.3	----
Crude Fat, % <sup>2</sup>	----	2.6
Ash, % <sup>2</sup>	----	<sup>3</sup>
Crude Fiber, % <sup>2</sup>	----	2.6
Total Bacteria Count per gram	----	50,000
Foreign Material: Other grains except wheat and soy grits, %	----	0.10
Materials other than cereal grains or soy grits, % <sup>4</sup>	----	0.10
Scorched particles (whole kernels and/or pieces of kernels of wheat or soy)	----	0.20
Ungelatinized wheat particles (whole kernels and/or pieces of kernels), %	----	0.9
Whole processed kernels remaining on U.S. Standard No. 8 woven-wire-cloth sieve, %	----	3.5
Material that will pass through U.S. Standard No. 8 woven-wire-cloth sieve, %	81	----
Material that will pass through U.S. Standard No. 14 woven-wire-cloth sieve, %	----	23
Material that will pass through U.S. Standard No. 30 woven-wire-cloth sieve, %	----	1.2

H. Addition of Enrichment Requirements: Same as regular bulgur, see paragraph 9.C.

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<sup>1</sup> All percentages are on the basis of weight.

<sup>2</sup> These limiting factors are on a moisture-free basis.

<sup>3</sup> For maximum ash see table on “Maximum Ash Allowable Without Discount at Specified Calcium Levels.”

<sup>4</sup> Including grain hulls either attached or detached. However, any hulls attached to product should be detached before inclusion in the hull fraction.

I. Maximum Ash Allowable Without Discount at Specified Calcium Levels<sup>1</sup>

**SOY-FORTIFIED BULGUR**

CALCIUM MG./LB.	MAXIMUM ASH PERCENT	CALCIUM MG./LB.	MAXIMUM ASH PERCENT	CALCIUM MG./LB.	MAXIMUM ASH PERCENT
340-358	2.98	649-666	3.15	957-974	3.32
359-376	2.99	667-684	3.16	975-993	3.33
377-394	3.00	685-702	3.17	994-1011	3.34
395-412	3.01	703-720	3.18	1012-1029	3.35
413-430	3.02	721-739	3.19	1030-1047	3.36
431-448	3.03	740-757	3.20	1048-1065	3.37
449-466	3.04	758-775	3.21	1066-1083	3.38
467-485	3.05	776-793	3.22	1084-1101	3.39
486-503	3.06	794-811	3.23	1102-1120	3.40
504-521	3.07	812-829	3.24	1121-1138	3.41
522-539	3.08	830-847	3.25	1139-1156	3.42
540-557	3.09	848-866	3.26	1157-1174	3.43
558-575	3.10	867-884	3.27	1175-1192	3.44
576-593	3.11	885-902	3.28	1193-1210	3.45
594-612	3.12	903-920	3.29	1211-1228	3.46
613-630	3.13	921-938	3.30	1229-1247	3.47
631-648	3.14	939-956	3.31		

J. Quality Discounts

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

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<sup>1</sup> Soy-fortified bulgur, prior to calcium enrichment, must not have an ash content exceeding 2.80 percent on a moisture-free basis.

**SOY-FORTIFIED BULGUR DISCOUNTS**

<b>Excess Moisture - Percent</b>	<b>Deficient Protein - Percent</b>
11.6 or 11.7 - 10 cents	17.2 or 17.1 - 10 cents
11.8 or 11.9 - 20 cents	17.0 or 16.9 - 20 cents
12.0 - 35 cents	16.8 - 35 cents
<b>Excess Crude Fat - Percent</b>	<b>Deficient Granulation Through a No. 8 Sieve - Percent</b>
2.7 or 2.8 - 10 cents	80 or 79 - 10 cents
2.9 or 3.0 - 20 cents	78 or 77 - 20 cents
3.1 - 35 cents	76 - 35 cents
<b>Excess Crude Fiber - Percent</b>	<b>Excess Material Other than Cereal Grains and Soy Grits - Percent</b>
2.7 or 2.8 - 10 cents	0.11 through 0.20 - 25 cents
2.9 or 3.0 - 25 cents	
3.1 - 35 cents	
<b>Excess Scorched Particles - Percent</b>	<b>Excess Whole Kernels Remaining on a No. 8 Sieve - Percent</b>
0.21 through 0.30 - 25 cents	3.6 through 4.0 - 10 cents
	4.1 through 4.5 - 20 cents
	4.6 through 5.0 - 35 cents
<b>Excess Ungelatinized Particles - Percent</b>	<b>Excess Granulation Through a No. 30 Sieve - Percent</b>
1.0 or 1.1 - 10 cents	1.3 through 1.8 - 10 cents
1.2 or 1.3 - 20 cents	1.9 through 2.5 - 20 cents
1.4 - 35 cents	
<b>Excess Granulation Through a No. 14 Sieve - Percent</b>	<b>Deficient Calcium</b>
24 through 26 - 10 cents	499-440 mg/lb. - 5 cents
27 through 29 - 20 cents	439-400 mg/lb. - 10 cents
30 through 32 - 35 cents	
<b>Excess Ash (percentage point maximum)</b>	<b>Excess Calcium</b>
.01 or .02 - 10 cents	750-1247 mg/lb. - 0 cents
.03 or .04 - 20 cents	<b>Excess Other Grains Except Wheat and Soy Grits - Percent</b>
.05 - 35 cents	0.11 through 0.20 - 25 cents

K. Subject to the provisions of Articles 60 and 68 of USDA-1, product which deviates from the specifications of this contract will be rejected.

L. Ingredient Specifications - Soy-Fortified Bulgur

(1) Bulgur, cracked

- (a) Bulgur will be of any of the classes defined in the Official Grain Standards of the United States for Wheat mixtures of wheat of contrasting classes.
- (b) The wheat must not contain more than 4.0 percent damaged kernels.
- (c) The bulgur must conform in every respect to the provisions of the Federal Food, Drug, and Cosmetic Act, as amended, and the regulations promulgated thereunder as applicable to bulgur for domestic consumption. Bulgur delivered under this announcement must meet the requirements for Type 1 of Federal Specification N-B-780a, dated August 15, 1966, parts 1 through 4, except parts 3.1.2, 4.2.5, 4.2.6, and 4.3.
- (d) Chemical and physical requirements listed in the following Table 3 will take precedence where they are different from those contained in Federal Specification N-B-780a. Unless otherwise specified, all analyses except moisture are expressed on a moisture-free basis.

**Table 3 - Chemical and Physical Requirements**

**BULGUR, CRACKED**

ITEM	REQUIREMENT <sup>1</sup>	
	MINIMUM	MAXIMUM
Moisture, %	----	11.5
Protein (Nx5.7), %	10.5	----
Crude Fiber, %	----	2.0
Ash, %	----	1.8
Foreign Material: Total, % <sup>2</sup>	----	0.20
Material other than cereal grains, % <sup>3</sup>	----	0.05
Scorched particles (whole kernel and/or pieces of kernels), %	----	0.20
Ungelatinized particles (whole kernels and/or pieces of kernels), %	----	1.0
Whole processed kernels remaining on No. 8 woven-wire-cloth sieve, %	----	4.0
Material that will pass through U.S. Standard No. 8 woven-wire-cloth sieve, %	80	----
Material that will pass through U.S. Standard No. 14 woven-wire-cloth sieve, %	----	23
Material that will pass through U.S. Standard No. 30 woven-wire-cloth sieve, %	----	0.9

<sup>1</sup> All percentages are on the basis of weight.

<sup>2</sup> Material other than whole or pieces of kernels of processed or unprocessed wheat.

<sup>3</sup> Including grain hulls and whole or pieces of kernels of grain with the hulls attached.

(2) Soy grits, defatted (toasted) or expeller will be as follows:

(a) Material and Processing. Soy grits, defatted (toasted), or expeller will be milled and processed as follows:

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

(b) Analysis

When analyzed in accordance with basic methods of "Official and Tentative Methods of American Oil Chemists' Society," unless otherwise specified, the defatted (toasted) or expeller soy grits must meet the requirements shown in the following Table 4 (all components except moisture measured on a moisture-free basis):



**Table 4 - Chemical and Physical Requirements**

**SOY GRITS - DEFATTED (TOASTED) OR EXPELLER**

ITEM	REQUIREMENT <sup>1</sup>	
	MINIMUM	MAXIMUM
Moisture, %	----	12.0
Protein (Nx6.25), %	----	----
Crude Fat, defatted, toasted grits, %	----	1.0
Crude Fat, expeller grits, %	5.0	6.5
Ash, %	----	7.0
Crude Fiber, %	----	3.5
Material that will pass through U.S. Standard No. 8 woven-wire-cloth sieve, %	90	----
Material that will pass through U.S. Standard No. 14 woven-wire-cloth sieve, %	----	75
Material that will pass through U.S. Standard No. 30 woven-wire-cloth sieve, %	----	5.0
Nitrogen Solubility Index, %	10	30
Urease activity increase in pH	0.05	----
Total bacteria count, per gram	----	50,000
Color, defatted, toasted grits	Light yellow to golden	
Color, expeller grits	Golden to tan	
Texture	Reasonably uniform grit	
Odor	Neutral to nutty	
Taste	Pleasant, neutral to slightly nutty	

**10. QUALITY ASSURANCE**

- A. The contractor must perform the product testing and quality analysis to ensure that the product meets the specifications described in Section 9. The results must be evidenced by a Certificate of Analysis. The contractor must retain the certificates of analysis and furnish to CCC upon request. Contractors are required to notify KCCO immediately of lots that fail to meet contract requirements.

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<sup>1</sup> All percentages are on the basis of weight.

- B. Contractor must not ship the product unless the containers and markings meet the Acceptable Quality Level (AQL) of the "U.S. Standards for Condition of Food Containers." Except with respect to shipments that do not meet the AQL standards, and notwithstanding Article 56 (b) of USDA-1, contractor assumes all risks and liabilities that arise with respect to the failure of the shipped product to meet contract specifications.
- C. The average net weight of the shipping unit shall be determined by subtracting the average tare weight from the average gross weight. The average net weight of the sampled shipping units must not be less than 98 percent of the marked net weight. Failure of the lot to meet the average net weight requirement shall cause rejection of the involved lot.
- D. 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.
- E. If contractor becomes TQSA non-compliant after contract is awarded and through execution of contract, the contracting officer may terminate contract for default.

## 11. SHIPMENT AND DELIVERY

- A. Shipment and delivery must be made in accordance with this announcement and Articles 56 and 64 of USDA-1.
- B. Title and risk of loss will pass to the designated steamship line, on the date of delivery, as evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to CCC.
- C. The quantity of the product delivered must be evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to CCC.
- D. Contractors are required to make **TWO** notifications for each shipment (See Article 56(c) of USDA-1):
  - (1) The Notify Party shown on the KC-269, "Notice to Deliver" (N/D), must be contacted prior to shipment.
  - (2) The contractor must submit form KC-366, Shipment Information Log, for each N/D, annotating on the form when the shipment is complete for each N/D. The KC-366 is to be faxed as early as possible each Tuesday and Thursday, until shipping is complete, to both the Traffic Management Division, KCCO (facsimile number 816-926-6767) and the Notify Party(s) on the N/D. Contractors must notify the contracting officer in advance if shipments will not be made by the final shipment date under the contract, in accordance with Article 67(a) of USDA-1.

## 12. LIQUIDATED DAMAGES

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

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

### B. Compensation to CCC for Delay in Shipment

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

## 13. INVOICES AND PAYMENT

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

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

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

### C. If product to be delivered by the contractor falls within the quality discount table as outlined in Section 9, Commodity Specifications, a Certificate of Analysis of the analytical results must be submitted with the invoice package, and these factors must be asterisked.

**14. INQUIRIES**

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

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

George W. Aldaya  
Director  
Kansas City Commodity Office