

UNITED STATES
DEPARTMENT OF
AGRICULTURE

COMMODITY
CREDIT
CORPORATION

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

EFFECTIVE: August 2, 2002

ANNOUNCEMENT DSM1

**PURCHASE OF
DEHYDRATED SOUP MIX
FOR USE IN EXPORT PROGRAMS**



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**ANNOUNCEMENT DSM1
PURCHASE OF DEHYDRATED SOUP MIX
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 dehydrated soup mix (hereinafter referred to as product) to CCC for use in export programs.
- (2) The invitation will specify the office to which offers are to be submitted, the closing time for receipt of offers, and provisions applicable to the proposed procurement which are in addition to or different from those set forth herein.

B. Terms and Conditions

- (1) Provisions of "General Terms and Conditions For the Procurement of Agricultural Commodities or Services," USDA-1, Revision No. 2, as amended (USDA-1), are incorporated as specified in Section 5 of this announcement.
- (2) Offerors are cautioned to read all terms and conditions of USDA-1, this announcement, the appendixes to this announcement, and the invitation.

C. Certifications, Representations, and Warranties

Appendix 1 to this announcement contains certifications, representations, and warranties that must be certified and submitted annually to CCC prior to or with an offer. In addition to an annual submission, offerors must submit an updated Appendix 1 as changes in the certifications, representations, and warranties submitted to CCC occur throughout the year.

D. Packaging and Marking Specifications

Section 12 of this announcement contains the commercial packaging and marking specifications, and other requirements, applicable to the product delivered under this announcement.

E. Commercial Item Description

Appendix 2 to this announcement is the Commercial Item Description (CID) for **SOUP MIXES, DEHYDRATED, A-A-20329A, dated August 24, 2000.**

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 Warehouse Licensing and Examination Division for the purpose of evaluating the offeror's ability to perform the contract.
- D. Meet the definitions of a manufacturer or nonmanufacturer as defined below. **Brokers are ineligible to submit offers.**
- (1) Manufacturer, means a person that owns, operates, or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - (2) Nonmanufacturer means a person that is primarily engaged in the wholesale or retail trade and normally sells the items being supplied to the general public; and will supply the end item of a small business manufacturer or processor made in the United States, or obtains a waiver of such requirement pursuant to 13 C.F.R. 121.406.

- E. Maintain a bona fide business office in the United States for the purpose of selling to CCC the products described in this announcement. Additionally, the offeror must maintain an office, employee, or agent for service of process.

3. SUBMISSION OF OFFERS

A. How to Submit Offers

- (1) Offers must be submitted by regular mail, express mail, or hand delivered. **(The invitation will specify the office to which offers are to be submitted).** Offers must include a signed original and one copy of the offer form. Reproductions of the offer form are acceptable. Appendix 1 to this announcement must be submitted to the Kansas City Commodity Office (KCCO) with the offer form if it was not previously submitted within the calendar year.
- (2) Envelopes containing the offers are to be sealed and marked with the name and address of the offeror in the upper left corner. Offers submitted by express mail, must be sealed inside a second envelope. All envelopes are to have Optional Form OF-17 Offer Label, filled in and attached or must be plainly marked with the following statement: **“DO NOT OPEN UNTIL PRESCRIBED TIME UNDER ANNOUNCEMENT DPP1, EXPORT INVITATION (Enter Appropriate Invitation Number.)”** If overnight/express service is utilized, this statement must be printed clearly on the outer express envelope, not the mailing label.
- (3) Modifications or withdrawals of offers may be submitted by mail, facsimile, or hand delivered.
- (4) Amended offers may be submitted via facsimile at the offeror’s risk. CCC will not be responsible for any failure attributed to the transmission or receipt of facsimile changes including, but not limited to the following:
 - (a) Receipt garbled or incomplete.
 - (b) Availability or condition of the receiving facsimile equipment.
 - (c) Incompatibility between the sending and receiving equipment.
 - (d) Delay in transmission or receipt of price changes.
 - (e) Failure of the bidder to properly identify the information.
 - (f) Illegibility of the information.
 - (g) Security of data.

- (5) Changes by facsimile must contain the required signatures.

B. Where and When to Submit Offers

- (1) Offers, modifications, or withdrawals of offers must be submitted to the KCCO and received by the date and local time specified in the invitation for receipt of offers. In the event such date falls on a business day when KCCO is officially closed, offers must be received by the specified time on the next succeeding business day.
- (2) Whether an offer, modification, or withdrawal is received timely will be determined, in the case of regular mail and express mail, by the time stamp of the Kansas City Management Office (KCMO) mailroom.
- (3) Offers, modifications, or withdrawals of offers must be submitted to:

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

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

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

C. Late Submission, Modifications, and Withdrawals of Bids

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

D. Delivery Basis

- (1) Offer prices will be quoted and delivery will be either , f.a.s. vessel, intermodal plant, or intermodal bridge as specified in the contract.

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

4. ACCEPTANCE OF OFFERS

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

5. PROVISIONS OF CONTRACT

- A. The contract consists of:
 - (1) Contractor's offer.
 - (2) CCC's acceptance.
 - (3) The applicable invitation.
 - (4) This announcement, including Appendixes 1 and 2.
 - (5) USDA-1, except Articles 50, and all of Part E.

- B. If the provisions of USDA-1 and this announcement are not consistent, the provisions of this announcement will prevail. If the provisions of USDA-1, this announcement, and the invitation are not consistent, those of the invitation will prevail.
- C. No interpretation or amendment of this announcement is valid or enforceable unless such interpretation or amendment is in writing and executed by the contracting officer.

6. NAICS CODE AND SMALL BUSINESS SIZE STANDARD

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

Commodity	NAICS Code	Size Standard (Employees)
DRIED AND DEHYDRATED FOOD MANUFACTURING	311423	500

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

7. RESPONSES TO ILLEGAL OR IMPROPER ACTIVITY

- A. Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
 - (1) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may:
 - (a) Cancel the solicitation, if the contract has not yet been awarded or issued; or

- (b) Rescind the contract with respect to which:
 - 1) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either:
 - a) Exchanging the information covered by such subsections for anything of value; or
 - b) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - 2) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (2) If the Government rescinds the contract under paragraph A. (1) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (3) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

B. Price or Fee Adjustment for Illegal or Improper Activity

- (1) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph B. (2) of this clause if the head of the contracting activity or designee determine that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (2) The price or fee reduction referred to in paragraph B. (1) of this clause shall be:
 - (a) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
 - (b) For cost-plus-incentive-fee-contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or “fee floor” specified in the contract;

- (c) For cost-plus-award-fee contracts:
 - 1) The base fee established in the contract at the time of contract award;
 - 2) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the contractor for each award fee evaluation period or at each award fee determination point.
 - (d) For fixed-price-incentive contracts, the Government may:
 - 1) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - 2) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the contracting officer may defer such adjustment until establishment of the total final price of the contract. The total final prices established in accordance with the incentive price revision provisions of the contract award and such reduced price shall be the total final contract price.
 - (e) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the contracting officer from records or documents in existence prior to the date of the contract award.
- (3) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph B. (2) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
 - (4) In addition to the remedies in paragraphs B. (1) and B. (3) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

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

- A. The Government suspends or debar contractors to protect the Government's interests. Contractors must not enter into any subcontract equal to, or in excess of, the small purchase limitation of \$25,000 with a contractor that has been debarred, suspended, or proposed for debarment unless the acquiring agency's head or designee determines there is a compelling reason for such action (FAR 9.405).
- B. The contractor must require each proposed first-tier subcontractor, whose subcontract shall exceed the small purchase limitation of \$25,000, to disclose to the contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- C. A corporate officer or a designee of the contractor must notify the contracting officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement Programs). The notice must include the following:
 - (1) The name of the subcontractor;
 - (2) The contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement Programs;
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement Programs;
 - (4) The systems and procedures the contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

9. COMMODITY SPECIFICATIONS

- A. Domestic Origin
 - (1) The products 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. Quality of Dehydrated Soup Mix

- (1) 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 product with counts in excess of the FDA Defect Action Level guidelines shall not be shipped.
- (2) The dehydrated soup mix provided shall meet the salient characteristics in Commercial Item Description SOUP MIXES, DEHYDRATED, A-A-20329A, dated August 24, 2000, for Type I, Type II, or Type III, Style B, Flavor 1, Flavor Profile a; Plain (no flavoring) dehydrated soup mix, and be the same product offered for sale in the commercial marketplace.
- (a) If a flavor such as spicy, chicken, beef, etc., is being purchased the flavor profile will be stated in the invitation.
- (d) Flavor must meet the flavor profile characteristics as specified in Commercial Item Description A-A-20329A, dated August 24, 2000.
- (5) The invitation will state if the product is, or is not, to be nutritionally fortified.
- (6) The product shall be prepared from properly matured, wholesome, clean vegetables. The vegetables used in the preparation of this product shall be prepared from the latest season's crop.

- (5) Contractors are authorized to utilize the services of a private, independently owned and operated laboratory capable of performing the analysis of the dehydrated soup mix.
 - (a) CCC reserves the right to ensure the validity of the independent laboratory's results through random and unannounced comparison tests.
 - (b) Analytical results obtained by the designated laboratory must be submitted to the KCCO Contracting Officer on stationery bearing the laboratory's letterhead.
 - (c) CCC may randomly select, control, and submit laboratory samples to an independent laboratory designated by the contractor for analysis.
 - (d) Costs incurred for mailing and analysis of all required (including comparison tests) samples shall be for the account of the contractor.

C. Analytical requirement must meet those specified in the Commercial Item Description (CID) for **SOUP MIXES, DEHYDRATED, A-A-20329A, dated August 24, 2000.**

D. Finished Product

- (1) There shall be no foreign material.
- (2) There shall be no foreign odor or flavor.
- (3) There shall be no color foreign to the product.
- (4) The product shall be uniformly blended, and be a free flowing mixture.

E. Rehydrated Product

According to cooking instructions:

The rehydrated product shall have the color, odor, flavor, and appearance typical of vegetable soup, and be free from objectionable odors.

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

10. INSPECTION AND CHECKLOADING

A. Inspection as required by Article 54 of USDA-1, and checkloading as provided in Article 55 of USDA-1, shall be performed by the USDA Agricultural Marketing Service (AMS) Process Products Branch, Fruit and Vegetable Division. Checkloading is required for intermodal movements only. Procedures to be followed and a schedule of fees for this service may be obtained by contacting AMS. Subject to Articles 54(k), 54(o), and 55(b) of USDA-1, the quality (as described in paragraph 9.B.-D.), weight, packaging, and checkloading (if applicable), of the product must be evidenced by certificates issued by AMS.

- B. Prior to sampling, the contractor must furnish the USDA Grader with a list of codes and the approximate number of cases per code. Inspection of products shall be performed not more than 90 days prior to shipment. Whether each lot offered meets the applicable product and case requirements of the contract shall be determined on the basis of representative sample units drawn as provided in **Regulations Governing Inspection and Certification of Processed Fruits and Vegetables and Related Products (7 CFR Part 52)** and **United States Standards for Condition of Food Containers (7 CFR 42.140)**, effective on the date of the invitation.
- C. Subject to Articles 54 and 55 of USDA-1, the quality, packaging, and checkloading of the commodity shall be evidenced by certificates issued by the USDA Grader. The **Good Manufacturing Practice Regulations (21 CFR Part 110)** are applicable to contracts awarded pursuant to this announcement and applicable invitation.
- D. Contractor must not ship the product unless informed by AMS that the containers and markings meet the Acceptable Quality Level (AQL) of the United States Standards for Condition of Food Containers. Notice by AMS that a designated lot scheduled for shipment does not meet the AQL will constitute rejection to the contractor of such lot. Except with respect to shipments which do not meet the AQL Standards, and notwithstanding Article 56(b) of USDA-1, contractor may ship the product prior to receipt of the commodity testing and analysis results, in which event contractor assumes all risks and liabilities which arise with respect to the failure of the shipped product to meet contract specifications.
- E. Contractor must provide AMS inspectors with scales suitable for random selection weighing. Failure to provide such scales may result in termination of the contract pursuant to Article 68 of USDA-1.
- F. If the product fails to meet contract specifications on one or more factors on the first inspection, the contractor may arrange with AMS for subsequent inspections of the commodity. The inspections may be conducted at origin or a subsequent point of delivery if the provisions of Title 7 CFR 68.44 through 68.63 issued under the Agricultural Marketing Act of 1946, as amended, with respect to retest, appeal, and new inspections can be met. When subsequent inspections of the product are made, the results of the last inspection will be used as the basis for payment under the contract.
- G. Examination and certification of product by AMS, shall not relieve contractors of their responsibility to deliver a product which complies with all contractual and specification requirements.

5. SHIPMENT AND DELIVERY

- A. Shipment and delivery must be made in accordance with this announcement and Articles 56 and 64 of USDA-1.

- B. Title and risk of loss will pass to CCC on the date of delivery, as evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to CCC.
- C. The quantity of the product delivered must be evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to CCC.
- D. Contractors are required to make **TWO** notifications for each shipment (See Article 56(c) of USDA-1):
 - (1) The Notify Party shown on the KC-269, "Notice to Deliver" (N/D), must be contacted prior to shipment.
 - (2) The contractor must submit form KC-366, Shipment Information Log, for each N/D, annotating on the form when the shipment is complete for each N/D. The KC-366 is to be faxed as early as possible each Tuesday and Thursday, until shipping is complete, to both the Traffic Management Division, KCCO (facsimile number 816-823-3059) and the Notify Party(s) on the N/D. Contractors must notify the contracting officer in advance if shipments will not be made by the final shipment date under the contract, in accordance with Article 67(a) of USDA-1.
- E. In the case of quotations to Inland Waterway port(s), or intermodal, alternative quotations should be given for one or more ports on other coastal ranges, i.e., East, Gulf, and West Coast.
 - (1) CCC reserves the right to reject an offer, if alternatives are not given for one or more port(s) on other coastal ranges.
 - (2) If CCC accepts such an offer, it shall have the option to require delivery to the port or coastal range named in the alternative quotation on notice to the contractor of its election within seven calendar days after the contract acceptance date.
 - (3) To permit CCC maximum flexibility in allocation of commodity to ports of export, prices should be quoted to several ports within a coastal range.

12. **PACKAGING AND MARKINGS**

- A. Container and packaging requirements for dehydrated vegetable soup mix are those used in the current commercial shipping practices and must comply with the following Domestic Origin of containers and packaging materials:

- (1) All containers and packaging materials must be manufactured and assembled in the United States. The components that make up the fabricating materials of the containers and packaging materials must be of U.S. origin to the extent that they are commercially available. Questions concerning the availability of a material should be directed to:

USDA/FSA/DACO/PDD
Stop Code 0551
1400 Independence Avenue SW
Washington, DC 20250-0551
ATTN: Packaging

- (2) The contractor must maintain records to verify that during the contract shipping period, at the point of packaging, the containers and packaging materials were in compliance with paragraph 12 B (1) above.
 - A. The marking and labeling for commercial products must be preserved, packaged, and labeled in accordance with good commercial practices.
 - (1) At contractor's option a statement such as "NOT FOR RETAIL SALE" may be printed on the principal display panel of the food label.
 - (2) The manufacturer's lot code/lot identification number must be shown on the commercial bill of lading. Shipping containers must be marked to show the maximum safe stacking height. It is the responsibility of the contractor in cooperation with the shipping container manufacturers to determine the safe stacking height.

13. LIQUIDATED DAMAGES

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

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

B. Compensation to CCC for Delay in Shipment

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

14. INVOICES AND PAYMENT

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

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

- B. The Debt Collection Improvement Act of 1996 amended 31 U.S.C. 3332 to require Federal agencies to convert all Federal payments from checks to electronic fund transfers. Payments must be made directly to a financial banking institution. To receive payments electronically, Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form must be completed. If you have questions or would like these forms mailed to you, contact Financial Operations Division, Payment Certification Branch.
- C. If product to be delivered by the contractor falls within the quality discount table as outlined under COMMODITY SPECIFICATIONS, a Certificate of Analysis of the analytical results must be submitted with the invoice package, and these factors must be asterisked.

15. INQUIRIES

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

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

George W. Aldaya
Director
Kansas City Commodity Office

APPENDIX 2

Commercial Item Description Soup Mixes, Dehydrated

ANNOUNCEMENT DSM1

A-A-20329A dated August 24, 2000



METRIC

A-A-20329A

August 24, 2000

SUPERSEDING

A-A-20329

December 30, 1999

COMMERCIAL ITEM DESCRIPTION

SOUP MIXES, DEHYDRATED

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

1. SCOPE. This Commercial Item Description (CID) covers quick-cooking, instant, and slow-cooking dehydrated soup mixes, packed in commercially acceptable containers, suitable for use by Federal, State, local governments, and other interested parties; and as a component of operational rations.

2. PROCUREMENT NOTES.

2.1 Purchasers *shall specify* the following:

- Type(s), style(s), flavor(s), flavor profile(s), fortification and option(s) of dehydrated soup mixes desired (Sec. 3).
- When analytical requirements are different than specified (Sec. 6.1).
- When analytical requirements need to be verified (Sec. 6.3).
- Manufacturer's/distributor's certification (Sec. 9.2) or USDA certification (Sec. 9.3).

2.2 Purchasers *may specify* the following:

- Manufacturer's quality assurance (Sec. 9.1 with 9.1.1) or (Sec. 9.1 with 9.1.2).

3. CLASSIFICATION. The dehydrated soup mixes shall conform to the types, styles, flavors, flavor profiles, fortification, and options in the following list that shall be specified in the solicitation, contract, or purchase order.

AMSC N/A

FSC 8935

A-A-20329A

Types, styles, flavors, flavor profiles, fortification, and options.

Type I - Quick-cooking

Type II - Instant

Type III - Slow-cooking

Style A - With added monosodium glutamate (MSG)

Style B - No added MSG

Style C - Reduced sodium (21 CFR Part 101.61)

Style D - Reduced sodium (21 CFR Part 101.61) with no added MSG

Flavor 1 - Vegetarian Vegetable

Flavor Profile a - Plain (No flavoring) 1/

Flavor Profile b - Chicken Flavored Vegetable 1/

Flavor Profile c - Beef Flavored Vegetable 1/

Flavor Profile d - Pork Flavored Vegetable 1/

Flavor Profile e - Spicy Vegetable Blend 1/

Flavor Profile f - Fish Flavored Vegetable 1/

1/ Type III, slow cooking only

Flavor 2 - Chicken Vegetable

Flavor 3 - Cream of Vegetable

Flavor 4 - Lentil

Flavor 5 - Black Bean

Flavor 6 - Potato Leek

Flavor 7 - Navy Bean

Flavor 8 - Chicken Noodle

Flavor 9 - Green Pea

Flavor 10 - Corn Chowder

Flavor 11 - Cream of Broccoli

Flavor 12 - Cream of Spinach

Flavor 13 - Tomato

Flavor 14 - Onion

Flavor 15 - Minestrone

Flavor 16 - Other

Fortification a - Nutritionally fortified

Fortification b - Not nutritionally fortified

Option i - With additional ingredients, such as, but not limited to: starches, food colorings, wheat gluten, soy products, acidulent sweeteners, barley/grains, or vegetable oil.

Option ii - No additional ingredients other than those listed in Sec. 5.5.1.

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

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

5. SALIENT CHARACTERISTICS.

5.1 Definitions.

5.1.1 Type I quick cooking. Type I dehydrated soup mixes are considered quick cooking when they can be prepared by cooking in boiling water for 5 minutes.

5.1.2 Type II instant. Type II dehydrated soup mixes are considered instant when they can be reconstituted in boiling water in approximately one minute.

5.1.3 Type III slow cooking. Type III dehydrated soup mixes are considered slow cooking when they can be fully reconstituted in boiling water for not more than 40 minutes.

5.2 Processing. The dehydrated soup mixes shall be prepared in accordance with good manufacturing practices (21 CFR Part 110).

5.3 Vegetables. The vegetables used in the preparation of the dehydrated soup mix products shall be prepared from the latest season's crop. The dehydrated vegetables used in the soup mixes shall be prepared from properly matured, wholesome, clean vegetables.

5.4 Date of pack requirement. The dehydrated soup mixes shall be processed and packaged less than one year prior to delivery.

5.5 DEHYDRATED PRODUCT.

5.5.1 Ingredients. The dehydrated soup mixes shall contain soup base and ingredients, such as, but not limited to; meat or poultry, noodles, macaroni, rice, lentils, beans, carrots, onions, celery, green beans, potatoes, corn, parsley, red and/or green bell peppers, cabbage, salt, seasonings, in addition to other ingredients that are specific to the flavor.

5.5.1.1 Animal-based products. The dehydrated soup mixes may contain, but not limited to, dehydrated beef, pork, poultry, or fish appropriate for the specific flavor. The dehydrated soup mixes containing poultry shall meet the requirements of 9 CFR 381.167. Flavor 1, Vegetarian Vegetable, shall not contain animal-based products.

5.5.1.2 Noodles. When present in the dehydrated soup mixes the noodles shall contain eggs or egg yolks, enriched wheat flour, durum semolina flour and/or whole wheat flour.

5.5.1.3 Macaroni. When present in the dehydrated soup mixes the macaroni shall contain enriched wheat flour, durum semolina flour and/or whole wheat flour, and may be formed into various shapes such as but not limited to: elbow, shell, twists, or ribbons.

5.5.1.4 Soup base. The soup base may be derived from vegetable and/or meat/poultry stock, natural and/or artificial, as appropriate for the specific flavor of dehydrated soup mix with the exception of Flavor 1, Vegetarian Vegetable.

5.5.2 Flavor and odor. The dehydrated soup mixes shall have appropriate characteristic flavors and odors. There shall be no foreign flavors and odors such as, but not limited to; burnt, scorched, stale, rancid, musty, or moldy.

5.5.3 Color. The dehydrated soup mixes shall possess a color representative of the specific flavor.

5.5.4 Flavoring ingredients. The flavoring ingredients for Flavor 1, Vegetarian Vegetable dehydrated soup mix shall contain only natural vegetable flavorings and spices. Beef, pork, poultry, fish, or other animal-based broth products are not allowed.

5.5.5 Monosodium Glutamate (MSG) content. When Styles B and D dehydrated soup starters are specified in the solicitation, contract, or purchase order, there shall be no added MSG. **Note:** Naturally occurring MSG in soup mixes is generally insignificant at 0.1 - 0.8 percent.

5.5.6 Defects. The dehydrated vegetables used in the dehydrated soup mixes shall be reasonably free from defects which detract from the appearance of the product, such as, but not limited to; blemished

units, discoloration, and extraneous vegetable material. Defective units shall not exceed 16 percent by weight of all vegetable material based on the average of samples inspected. No sample shall contain more than 5 pieces of peel greater than 6.3 mm (1/4-inch) in any dimension.

5.6 REHYDRATED PRODUCT.

5.6.1 Flavor and odor. The rehydrated soup mixes shall have appropriate characteristic flavors and odors. There shall be no foreign flavors and odors such as, but not limited to: burnt, scorched, stale, or rancid.

5.6.2 Color. The rehydrated soup mixes shall have a color characteristic for the flavor.

5.6.3 Consistency. The soup mixes shall fully and completely rehydrate when prepared according to package directions.

5.6.4 Texture. All ingredients shall adequately rehydrate. The rehydrated noodles, macaroni, or rice shall be soft but not mushy. The rehydrated meat or poultry, vegetables, lentils, and beans shall be slightly soft and tender. The rehydrated soup shall not contain excessively chewy or hard pieces.

5.6.5 Defects. The rehydrated soup mixes shall be practically free from any defects that materially affect the edibility of the product.

5.7 Foreign material. All ingredients and finished product shall be clean, sound, wholesome, and free from evidence of rodent or insect infestation.

6. ANALYTICAL REQUIREMENTS.

6.1 Chemical and microbiological tolerances. Unless otherwise specified in the solicitation, contract, or purchase order, analytical requirements for the dehydrated soup mixes shall comply with the following tolerances:

Aerobic (Standard) Plate Count	Less than 50,000 per gram in any sample
Reduced sulfite <i>Anaerobic</i> <i>Clostridium</i>	Less than 10 CFU (Colony Forming Units) per gram
Yeast	Less than 10 CFU per gram
Mold	Less than 10 CFU per gram
<i>Coliform</i>	Less than 3 per gram using the MPN (Most Probable Number) technique
<i>E. coli</i>	Less than 3 per gram using the MPN technique

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Salmonella
 Monosodium Glutamate

Shall be negative
 Shall be 0.1 - 0.8 percent for Style B and D

TABLE I. Moisture and sodium requirements

Flavor	Moisture (max percent by weight)	Sodium (max mg per 100 gm [3.5 oz])
Flavor 1 - Vegetarian Vegetable	5.1	1830
Flavor Profile a - Plain (No flavor) <u>1/</u>	9.0	150
Flavor Profile b - Chicken Flavored Vegetable <u>1/</u>	9.0	800
Flavor Profile c - Beef Flavored Vegetable <u>1/</u>	9.0	800
Flavor Profile d - Pork Flavored Vegetable <u>1/</u>	9.0	800
Flavor Profile e - Spicy Vegetable Blend <u>1/</u>	9.0	200
Flavor Profile f - Fish Flavored Vegetable <u>1/</u>	9.0	1000
Flavor 2 - Chicken Vegetable	6.3	2870
Flavor 3 - Cream of Vegetable	4.4	3785
Flavor 4 - Lentil	7.5	1430
Flavor 5 - Black Bean	5.4	1250
Flavor 6 - Potato Leek	6.4	2705
Flavor 7 - Navy Bean	5.9	2157
Flavor 8 - Chicken Noodle	4.7	3030
Flavor 9 - Green Pea	6.4	1700
Flavor 10 - Corn Chowder	5.0	1940
Flavor 11 - Cream of Broccoli	3.8	4300
Flavor 12 - Cream of Spinach	3.9	4345
Flavor 13 - Tomato	3.0	4180
Flavor 14 - Onion	5.5	6080
Flavor 15 - Minestrone	6.0	2875

1/ Type III, slow cooking only

6.2 Product verification. When USDA verification of analytical requirements is specified in the solicitation, contract, or purchase order, the following procedures will be followed.

6.2.1 Sampling procedures. USDA inspection service will select the number of product containers based on USDA inspection service sampling procedures and plans.

6.2.2 Composite sample. Analytical and microbiological testing shall be performed on a composite sample. The composite sample shall be 454 grams (1 pound) and prepared from subsamples drawn from randomly selected containers. The number of subsamples used to create the composite sample shall be based on USDA procedures.

6.3 Preparation of sample. Product shall be prepared according to the following method: In an appropriately sized blender container, blend the sample to uniformity in a minimum of time.

6.4 Analytical testing. When specified in the solicitation, contract, or purchase order, analyses shall be in accordance with the following methods from the Official Methods of Analysis of the AOAC International or as specified below:

<u>Test</u>	<u>Method</u>
Moisture	934.06 (at 70°C for 6 hours)
Sodium	969.23, 985.35, 984.27
Aerobic (Standard) Plate Count	966.23 or 990.12
Yeast and Mold	Section 16.51 <u>2/</u> , 997.02
<i>Coliform</i>	966.24
<i>E. coli</i>	966.24
<i>Salmonella</i>	967.28, 986.35, 994.04, 996.08
Reduced Sulfite <i>Anaerobic Clostridium</i>	976.30, 37.71 - 37.73 <u>2/</u>
Monosodium Glutamate <u>3/</u>	970.37

2/ Compendium of Methods for the Microbiological Examination of Foods, Third Edition, 1992.

3/ For Styles B and D (without added monosodium glutamate) dehydrated soup mixes.

6.5 Test results. The test results for moisture and monosodium glutamate shall be reported to the nearest 0.1 percent. The test results for sodium shall be reported to the nearest milligram per gram. The test results for the Aerobic (Standard) Plate Count shall be reported to the nearest 2,500 CFU per gram. Each test result for both yeast and mold shall be reported to the nearest 10 CFU per gram. The test results for *coliform* and *E. coli* shall be reported to the nearest MPN. The test results for *salmonella* shall be reported as negative or positive. The test results for reduced sulfite *anaerobic clostridium* shall be reported to the nearest CFU per gram. Any result not conforming to the finished product requirements shall be cause for rejection of the lot.

7. MANUFACTURER'S PRODUCT ASSURANCE. The manufacturer shall certify that the dehydrated soup mixes provided shall meet the salient characteristics of this CID, conform to the their own specifications, standards, and quality assurance practices, and be the same prepared dehydrated

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soup mixes offered for sale in the commercial market. The purchaser reserves the right to require proof of conformance.

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

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

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

9.1.1 Plant systems audit. A plant systems audit (PSA) conducted by USDA, Agricultural Marketing Service (AMS), or another audit performed by a third party auditing service is required within 12 months prior to the date of the awarding of the contract. *(An AMS PSA verifies the manufacturer's capability to produce products in a clean, sanitary environment in accordance with Title 21 Code of Federal Regulations Part 110 - Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food), and have in place an internal quality assurance program. The AMS PSA determines the manufacturer's ability to produce under this CID, if the products of interest are identified at the time of the PSA.)*

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

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

9.3 USDA certification. When required in the solicitation, contract, or purchase order that product quality and acceptability or both be determined, the Processed Products Branch (PPB), Fruit and Vegetable Programs (FVP), AMS, USDA, shall be the certifying program. PPB inspectors shall certify the quality and acceptability of the dehydrated soup mixes in accordance with PPB procedures which include selecting random samples of the packaged dehydrated soup mixes, evaluating the samples for conformance with the salient characteristics of this CID and other contractual requirements, and documenting the findings on official PPB score sheets and/or certificates. In addition, when required in the solicitation, contract, or purchase order, PPB inspectors will examine the dehydrated soup mixes for conformance to the United States Standards for Condition of Food Containers in effect on the date of the solicitation.

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

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

- Salient characteristics (Sec. 5.3, 5.5, 5.6, and 5.7).
- Analytical requirements *when specified in the solicitation, contract, or purchase order* (Sec. 6.2). When USDA analytical testing is specified, PPB inspection personnel shall select samples and submit them to the USDA, Science and Technology Program (S&TP) laboratory for analysis.
- Packaging requirements (Sec. 10 or as specified in the solicitation, contract, or purchase order).

12. REFERENCE NOTES.

12.1 USDA certification contact. For USDA certification, contact the **Branch Chief, PPB, FVP, AMS, USDA, STOP 0247, 1400 Independence Avenue, SW, Washington, DC 20250-0247, telephone (202) 720-4693, Fax (202) 690-1527, or via E-mail: james.rodeheaver@usda.gov.**

12.2 Analytical testing and technical information. For USDA technical information on analytical testing, contact the **Branch Chief, Technical Service Branch, S&TP, AMS, USDA, STOP 0272, 1400 Independence Avenue, SW, Washington, DC 20250-0272, telephone (202) 690-0621, or via E-mail: anita.okrend@usda.gov.**

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12.3 Sources of documents.

12.3.1 Source of information for nongovernmental documents are as follows :

Copies of the BAM and Official Methods of Analysis of the AOAC International may be requested from: **AOAC International, 481 North Frederick Avenue, Suite 500, Gaithersburg, MD 20877, telephone (202) 924-7077. Internet address: <http://www.aoac.org>.**

Copies of the Compendium of Methods for the Microbiological Examination of Foods, Third Edition, 1992, may be obtained from: **American Public Health Association, 1015 15th Street, NW, Washington, DC 20005-2605. Internet address: <http://www.apha.org>.**

12.3.2 Sources of information for governmental documents are as follows :

Applicable provisions of the Federal Food, Drug, and Cosmetic Act are contained in 21 CFR Parts 1 to 199. This document may be purchased from: **Superintendent of Documents, ATTN: New Orders, P.O. Box 371954, Pittsburgh, PA 15250-7954.** Credit card (MasterCard or Visa) purchases may be made by calling the Superintendent of Documents on (202) 512-1803 or on the Internet at: <http://www.nara.gov/fedreg>.

Copies of the United States Standards for Condition of Food Containers are available from: **Chairperson, Condition of Container Committee, USDA, STOP 0243, 1400 Independence Avenue, SW, Washington, DC 20250-0243, telephone (202) 720-9939, Fax (202) 690-0102, via E-mail: FQAStaff@usda.gov or on the Internet at: <http://www.ams.usda.gov/fv/fvqual.htm>.**

Requests for copies of this CID should be sent to: **Head, Food Quality Assurance Staff, FVP, AMS, USDA, STOP 0243, 1400 Independence Avenue, SW, Washington, DC 20250-0243, telephone (202) 720-9939, Fax (202) 690-0102, via E-mail: FQAStaff@usda.gov or on the Internet at: <http://www.ams.usda.gov/fv/fvqual.htm>.**

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

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

MILITARY INTERESTS:

Custodians

Army - GL
Navy - SA
Air Force - 35

Review Activities

Army - MD, QM
Navy - MC

CIVIL AGENCY COORDINATING ACTIVITIES:

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

PREPARING ACTIVITY:

DLA - SS

(Project No. 8935-P070)

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