

UNITED STATES  
DEPARTMENT OF  
AGRICULTURE

COMMODITY  
CREDIT  
CORPORATION

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COMMODITY OFFICE  
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**ANNOUNCEMENT WSM7**

**PURCHASE OF WHEAT-SOY MILK  
FOR USE IN EXPORT PROGRAMS**



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## ANNOUNCEMENT WSM7 PURCHASE OF WHEAT-SOY MILK 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 wheat-soy milk (hereinafter referred to as WSM or product) to CCC for use in export programs.
- (2) The invitation will specify the office to which offers are to be submitted, the closing time for receipt of offers, and provisions applicable to the proposed procurement which are in addition to or different from those set forth herein.

#### B. Terms and Conditions

- (1) Provisions of "General Terms and Conditions for the Procurement of Agricultural Commodities or Services," USDA-1, Revision No. 2, as amended (USDA-1), are incorporated as specified in section 5 of this announcement.
- (2) Offerors are cautioned to read all terms and conditions of USDA-1, the Total Quality Systems Audit (TQSA) 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 related 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 the 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) Item 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 Area Operations 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:
  - (1) Manufacturer, means a person that owns, operates, or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - (2) Nonmanufacturer means a person that is primarily engaged in the wholesale or retail trade and normally sells the items being supplied to the general public, and will supply the end item of a small business manufacturer or processor made in the United States, or obtain a waiver of such requirement pursuant to 13 C.F.R. 121.406.
- E. Maintain a bona fide business office in the United States for the purpose of selling to CCC the product described in this announcement. Additionally, the offeror must maintain an office, employee, or agent for service of process.

- F. Meet the requirements of the Total Quality Systems Audit (TQSA) program. Offerors shall only be allowed to offer from plants that have been audited under TQSA and have received a score of at least 70 points. The Total Quality Systems Audit Suppliers Guidelines setting forth the TQSA requirements may be obtained at the Internet location [www.fsa.usda.gov/daco/TQSA/tqsa.htm](http://www.fsa.usda.gov/daco/TQSA/tqsa.htm) or by contacting:

TQSA Coordinator  
USDA/FSA/PDD/Stop 0551  
1400 Independence Avenue, S.W.  
Washington, D.C. 20250-0551

Phone number: 202-720-3774  
Fax number: 202-690-1809

### 3. SUBMISSION OF OFFERS

#### A. How to Submit Offers

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

B. Where and When to Submit Offers

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

C. Late Submissions, Modifications, and Withdrawals of Bids

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

D. Delivery Basis

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

<b>Commodity</b>	<b>NAICS Code</b>	<b>Size Standard (Employees)</b>
Wheat-soy Milk	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. Product Quality Specifications**

- (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:
  - (a) "Produced in the United States" means manufactured, processed, mined, harvested, or otherwise prepared for sale or distribution, from components originating in the United States; except that 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 Wheat-Soy Milk

- (1) All wheat flour 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.
- (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 wheat-soy milk product must be of small particle size suitable for use as a dietary supplement for children in such forms as a beverage or gruel. When mixed with water, the product must have a good characteristic taste and free from rancid, bitter, musty, sour, or other undesirable or foreign taste or odor.
- (4) When made with bulgur flour, it must be identical to or lighter in grayish yellow beige color than the Munsell Color Standard #1.1Y + 7.88/2.7 (BU), and that which is darker in color will be rejected. When made with straight grade flour, it will be identical to or lighter in pale yellow beige color than the Munsell Color Standard #2.5Y + 8.26/2.8 (ST), and that which is darker in color will be rejected. Munsell Color Standards may be purchased from:

Macbeth Division, Kollmorgen Corporation,  
P. O. Box 950,  
Newburgh, New York 12550.

Chemical and Physical Requirements

**WHEAT-SOY MILK**

ITEM	REQUIREMENTS	
	MINIMUM	MAXIMUM
Moisture, %	----	9.5
Protein (Nx6.25), %	20.0	----
Crude Fat, %	6.0	----
Ash, %	----	6.6
Crude Fiber, %	----	2.5
Lysine, %	0.9	----
Material That Will Pass Through a U.S. Standard No. 70 Woven-Wire-Cloth Sieve, %	97.0	----
Total Bacteria Count, per gram	----	50,000
Salmonella and E. Coli will be negative		

B. Methods of Analyses

- (1) Unless otherwise specified, the test methods of the 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," or Standard Methods for the Examination of Dairy Products--14th Edition, 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.
- (2) Testing for the presence of salmonella must be in accordance with procedures outlined by AMS in:
  - (a) DA Instruction No. 918-103-3. "Methods of Laboratory Analyses for Isolation of Salmonella in Dry Milk," dated April 3, 1972, and
  - (b) DA Instruction No. 918-62, "Inspection of CSM for Sale to CCC," dated May 15, 1978, and revised May 18, 1981.

- (3) At the contractor's option, commodity which is rejected because of the presence of salmonella may be subject to a continuous heat process at 120°F (not to be exceeded) for a period of up to 10 days maximum. If during the period of the heat process, the commodity is reinspected, retested, and certified as meeting all finished product requirements including salmonella negative, the product will be accepted by CCC.

C. Quality Discounts

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

Discounts

<b>Excess Moisture - Percent</b>	<b>Deficient Protein - Percent</b>	<b>Excess Crude Fiber - Percent</b>	<b>Excess Ash - Percent</b>
9.6 or 9.7 - 10 cents	19.9 or 19.8 - 10 cents	2.6 or 2.7 - 10 cents	6.7 or 6.8 - 10 cents
9.8 or 9.9 - 20 cents	19.7 or 19.6 - 20 cents	2.8 or 2.9 - 20 cents	6.9 or 7.0 - 20 cents
10.0 - 35 cents	19.5 - 35 cents	3.0 - 35 cents	7.1 - 35 cents
<b>Deficient Crude Fat - Percent</b>	<b>Deficient Lysine - Percent</b>	<b>Deficient Granulation through a No. 70 Sieve - Percent</b>	
5.9 or 5.8 - 10 cents	0.8 - 10 cents	96 or 95 - 10 cents	
5.7 or 5.6 - 20 cents	0.7 - 20 cents	94 or 93 - 20 cents	
5.5 - 35 cents		92 - 35 cents	

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

#### D. Proportions

The ingredients contained in the blended product must be in the following proportions:

<b>Ingredients</b>	<b>Pounds per 2,000-lb. Batch</b>
(1) Wheat fractions, total	1,256
a. Bulgur flour	912
b. Wheat protein concentrate, enzyme inactivated <u>1/</u>	344
or c. Straight grade flour, cooked <u>2/</u>	654
d. Wheat protein concentrate, enzyme inactivated <u>2/</u>	602
(2) Soy flour, defatted (toasted) <u>5/</u>	300
(3) Soybean oil, stabilized <u>3/ 5/</u>	86
(4) Nonfat dry milk, spray process	300
(5) Minerals <u>4/</u>	56
(6) Vitamin premix <u>4/</u>	2

1/ Alternatively, the wheat protein concentrate may be combined with the wheat being processed into bulgur at a point in the process that provides for cooking of the two ingredients as a mixture, provided that the wheat meets all of the specifications listed for bulgur fiber content. However, in the subsequent milling and sifting process, a product must be provided which, in combination with the other ingredients, meets all of the product specifications and particularly that for fiber content.

2/ These ingredients may be combined and processed as a mixture, if desired.

3/ If additional soybean oil is required to attain minimum fat content specified for the final blend, the additional oil will replace an equal amount of bulgur or straight-grade flour.

4/ The minerals and vitamin premix will not be combined but must be added to the formulation separately.

5/ As an alternate to the use of 300 pounds of defatted soy-flour and 86 pounds of soybean oil, these products may be replaced with 386 pounds of full fat soy-flour.

#### E. Ingredient Specifications

The ingredients used in the wheat-soy milk will meet the following individual specifications:

(1) Bulgur Flour

(a) Material

Bulgur must be milled in the United States from cleaned wheat of any of the classes defined in the "Official Grain Standards of the United States for Wheat," except mixed wheat and red durum wheat. The wheat will contain not more than 4.0 percent of damaged kernels. It will not be of distinctly low quality, light smutty, smutty, light garlicky, garlicky, weevily, ergoty, treated, musty, sour, or heating; and it will not have any commercially objectionable foreign odor as these terms are interpreted and applied under the "Official Grain Standards of the United States for Wheat."

(b) Processing

The wheat will be processed by washing, scouring, soaking in water, and cooking in water or in steam at atmospheric or higher pressures, then drying and partial debranning. The cooked product will be gelatinized but not dextrinized and have a translucent appearance. The partially debranned, cooked, and dried wheat will be cracked and further reduced in whole or in part to a flour-like fineness by grinding in suitable equipment.

(c) Analysis

When analyzed in accordance with AOAC or AACC standard methods, the bulgur flour must meet the following requirements (all components except moisture measured on a moisture-free basis):

**BULGUR FLOUR**

ITEM	REQUIREMENTS	
	MINIMUM	MAXIMUM
Moisture, %	----	11.5
Protein (Nx5.7), %	12.0	----
Ash, %	----	1.8
Crude Fiber, %	----	2.0
Material That Will Pass Through a U.S. Standard No. 70 Woven-Wire-Cloth Sieve, %	97.0	----



(2) Wheat Protein Concentrate, Enzyme-Inactivated

(a) Material

Wheat protein concentrate must be obtained from total millrun middlings derived from normal flour milling operations.

(b) Processing

The wheat protein concentrate will be prepared by regrinding and sifting, fine-grinding and air classification, or other similar means of obtaining the desired fraction from the starting materials. Either the starting materials or the product after grinding and sieving will be heated in moist condition so as to inactivate enzymes, and to reduce any raw or bitter flavors, without significantly damaging the nutritive properties of the product as would accompany any toasting sufficient to cause color darkening. (If desired, the protein concentrate may be heat processed in a mixture with straight-grade flour or wheat in the bulgur process as indicated in paragraph 9.D.).

(c) Analysis

(1) When analyzed in accordance with AOAC or AACC standard methods, the wheat protein concentrate must meet the following requirements (all components except moisture measured on a moisture-free basis):

**WHEAT PROTEIN CONCENTRATE**

ITEM	REQUIREMENTS	
	MINIMUM	MAXIMUM
Moisture, %	----	13.0
Protein (Nx6.25), %	23.3	----
Crude Fat, %	4.7	----
Ash, %	----	5.6
Crude Fiber, %	----	3.5
Lysine, %	1.0	----

- (2) The wheat protein concentrate after heat-treatment for enzyme inactivation [or the combined products, wheat (bulgur) plus wheat protein concentrate or flour plus wheat protein concentrate] must meet the following for peroxide inactivation:

(d) Peroxidase Test:

Reagents

1. Distilled water.
2. 0.5 percent guaiacol in 50 percent ethyl alcohol solution.
3. 0.08 percent hydrogen peroxide (2.8 cc. of 30 percent hydrogen peroxide per liter). Keep in refrigerator in dark bottle, and renew each week or two.

Apparatus

1. Test tubes, 3/4 or 7/8 inch in diameter.
2. Three-inch or four-inch diameter funnels.
3. Six-inch or seven-inch cotton milk filters.
4. Waring blender or similar mixer.
5. Fifty-cc. graduated cylinder.
6. One-cc. and two-cc. pipettes.
7. Timer or watch with second hand.
8. Test-tube rack.
9. Balance which will weigh 10-gram samples to +0.1 gram (any triple-beam-type balance is recommended in preference to the single-beam, Harvard type).

Procedure

1. Weigh out representative 10-gram sample.
2. Place in blender with 300-cc. of distilled water.
3. Grind for 1 minute at moderate or high speed.

4. Filter through cotton milk filter.
5. Add two-cc. of filtrate to 20cc. of distilled water in test tube.
6. Add one-cc. of 0.5 percent guaiacol solution without mixing.
7. Add one-cc. of 0.08 percent hydrogen peroxide without mixing.
8. Mix contents thoroughly by inverting and watch for development of color. If none develops in 3-1/2 minutes, consider the test negative and the product adequately treated. In the case of a positive test, the color development will be of sufficient intensity to be easily recognizable. In order to eliminate any question as to color development within the 3-1/2 minute period, prepare a tube without the addition of guaiacol and hydrogen peroxide, containing 22-cc. of water and 2-cc. of the filtrate. This will serve as a color comparison standard and will not develop color.

(3) Wheat flour, straight grade, cooked

(a) Material

Straight-grade flour must be milled from cleaned and normally scoured wheat.

(b) Processing

The straight-grade flour must comply with the "Definitions and Standards of Identity for Wheat Flour," as defined under the Federal Food, Drug, and Cosmetic Act, and regulations promulgated thereunder. This flour will be further processed in such a manner as to effect substantially complete gelatinization and moderate degradation of the starch, inactivation of enzymes, and essential freedom from a raw starch flavor or odor, without significantly damaging the nutritive properties of the product as would accompany any toasting sufficient to cause color darkening. (If desired, the wheat flour may be processed in a mixture with wheat protein concentrate, as noted in paragraph 9.D.)

(c) Analysis

- (1) When analyzed in accordance with AOAC or AACC standard methods, the straight grade wheat flour must meet the following requirements (all components except moisture measured on a moisture-free basis):

## STRAIGHT GRADE WHEAT FLOUR

ITEM	REQUIREMENTS	
	MINIMUM	MAXIMUM
Moisture, %	----	14.0
Protein (Nx5.7), %	11.0	----
Ash, %	----	0.56

- (2) The wheat flour ingredients when processed alone or when processed in mixture with wheat protein concentrate must meet the test for peroxidase inactivation.

(4) Soy-flour, defatted, and toasted

(a) Material and Processing

Soy-flour defatted (toasted) will be the screened, finely 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, full cook process tends to remove undesirable flavor compounds and change the color of the soy-flour to a golden buff.

(b) Analysis

When analyzed in accordance with basic methods of official and tentative methods of "American Oil Chemists' Society," unless otherwise specified, the defatted soy-flour (toasted) must meet the following requirements (all components except moisture measured on a moisture-free basis):

## DEFATTED SOY-FLOUR (TOASTED)

ITEM	REQUIREMENTS	
	MINIMUM	MAXIMUM
Moisture, %	----	10.0
Protein (Nx6.25), %	50.0	----
Fat, % <u>1/</u>	----	0.6
Fiber, %	----	3.5
Ash, %	----	6.5
Material That Will Pass Through a U.S. Standard No. 100 Woven-Wire-Cloth Sieve, %	95.0	----
Nitrogen Solubility Index	10.0	30.0
Urease activity, increase in pH	0.05	0.15
Total Bacteria Count, per gram	----	50,000
Color	Light yellow to golden buff	
Odor	Neutral to nutty	
Taste	Pleasant, neutral to slightly nutty	
Texture	A homogeneous flour	

1/ Soybean oil may be added to defatted soy-flour or to the final blend in order to meet fat content specifications for product.

(5) Soybean Oil

Soy oil, refined, deodorized, stabilized, will contain 0.005 percent citric acid added on the cooling side of deodorization. The soy oil will comply with the requirements of the latest revisions and amendments for COMMERCIAL ITEM DESCRIPTION A-A-20091A (9-03-86), Type A nonwinterized salad oil. 1/

Before addition to the product, the oil may be stabilized by the addition of butylated hydroxy anisole and butylated hydroxy toluene, each at a level of 2.5 mg. per 100 grams of formulated product. **CAUTION:** Antioxidant may be added to either the soy oil or to the vitamin antioxidant premix, but it must not be added to both.

1/ Analytical Data for Type A Salad Oil in COMMERCIAL ITEM DESCRIPTION A-A-20091A is amended as follows:

- (i) AOCS cold test is not required for soybean oil.

- (ii) Stability, active oxygen method (AOM), PV not greater than 100 meg/kg (hours) maximum: 15 hours.
- (iii) Moisture and volatile matter (% by weight) maximum: .06

(6) Nonfat Dry Milk

- (a) Nonfat dry milk (spray process) is to be furnished by CCC and will be U.S. standard grade or better as defined in section 58.2528 of "U.S. Standard for Grades of Nonfat Dry Milk (Spray Process)." Grading certificates will be dated not more than 180 days prior to the date of manufacture of the wheat-soy milk.
- (b) CCC will deliver the nonfat dry milk (spray process) for its account, f.o.b. cars or trucks, at the option of CCC at contractor's plant. If contractor's plant is not served by a railroad and CCC does not choose to deliver the nonfat dry milk (spray process) f.o.b. trucks, then CCC will make delivery f.o.b. cars at the railroad delivery point customarily used by contractor. The cost of unloading the nonfat dry milk (spray process) and any transportation from unloading point to plant will be at the expense of contractor. It will be the responsibility of contractor to unload cars within the free time period allowed by the railroad. The nonfat dry milk (spray process) will be delivered in sufficient time for contractor to begin processing the finished product so as to meet the contract delivery schedule. Since the title to the nonfat dry milk (spray process) delivered by CCC is at all times vested in CCC while such commodity is in the custody of contractor, contractor will not substitute any commodity owned by CCC.
- (c) Contractor will be liable for loss, damage, destruction, or deterioration from any cause whatsoever of the nonfat dry milk (spray process) received from CCC until the finished product has been delivered to CCC in accordance with provisions of the contract. With respect to section 9.C of the announcement, any quantity of the finished product which is ultimately rejected to contractor, the nonfat dry milk (spray process) portion of the quantity will be for contractor's account and CCC will deduct from any amounts due contractor or hold contractor liable for an amount equal to the value of the nonfat dry milk (spray process) as determined by CC.

(7) Minerals

<b>Amount for 2,000 lbs. of Final Food</b>	
✓.. 2% Tricalcium phosphate food grade, must have an apparent specific gravity of .55 grams per cc. or less <u>1/</u>	40.00 lbs.
<b>OR 1.8% Calcium Carbonate + 1.6% Monobasic Sodium Phosphate</b>	<b>36.00 lbs. 32.00 lbs.</b>
<b>OR 1.8% Calcium Carbonate + 1.6% Monobasic Potassium Phosphate</b>	<b>36.00 lbs. 32.00 lbs.</b>
<b>OR 1.3% Tri-Calcium Phosphate + 0.6% Dibasic Calcium Phosphate</b>	<b>26.00 lbs. 12.00 lbs.</b>
<b>OR 0.9% Tri-Calcium Phosphate + 0.6% Calcium Carbonate + 0.8% Monobasic Sodium Phosphate</b>	<b>18.00 lbs. 12.00 lbs. 16.00 lbs.</b>
<b>OR 0.9% Tri-Calcium Phosphate + 0.6% Calcium Carbonate + 0.8% Monobasic Potassium Phosphate</b>	<b>18.00 lbs. 12.00 lbs. 16.00 lbs. ..✓</b>
Zinc Sulphate, hydrated FCC grade (ZnSO4.7H2O)	0.08 lb. (36g.)
Ferrous fumarate, purified FCC grade	0.92 lb. (418g.)
Iodized Salt (0.007% 12)	15.00 lbs.

1/ The method to be used to determine apparent specific gravity is that shown in Exhibit C.

(8) Vitamin Premix

<b>Amount for 2,000 lbs. of Final Food</b>	
Thiamine mononitrate	2.5 grams
Riboflavin	3.5 grams
Ascorbic acid (stabilized ethyl-cellulose coated)	364.0 grams
Pyridoxine hydrochloride	1.5 grams
Niacin	45.0 grams
Ca D-pantothenate	25.0 grams
Folic acid	1.8 grams
Vitamin B12	36.0 milligrams
Vitamin A palmitate (Stabilized) <u>1/</u>	21.0 million IU
Vitamin D (Stabilized)	1.8 million IU
Alpha Tocopherol acetate	68,000 IU
Soy flour, defatted (toasted) or starch to reach total weight (additional soy flour may be added as a carrier, if desired)	
<b>TOTAL</b>	<b>2.0 lbs.</b>

1/ Vitamin A-Palmitate (stabilized) must be added in encapsulated form containing 250,000 IU Vitamin A-Palmitate/g. Particle size will 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 not be 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 level of 10,000 to 12,000 IU per pound in wheat flour having a moisture content in the range of 13.5 to 14.5 percent.

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.
- 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.
- F. The product will be tested for vitamin A and iron. The requirement for Vitamin will be 80 percent of the target (or maximum) level included in the specification. The requirement for iron will be 100 percent of the target (or maximum) level included in the specification. The following is the minimum values for wheat-soy milk:

Vitamin A (IU/lb.)	8400
Iron (mg/100g.)	14.7

- 7. Vendors will have the composite samples that are pulled tested for Vitamin A and Iron. Vendors are responsible for ensuring product meets the Vitamin A and Iron requirements.

## 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 fall 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