

UNITED STATES  
DEPARTMENT OF  
AGRICULTURE

COMMODITY  
CREDIT  
CORPORATION

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

EFFECTIVE: January 1, 1998

# ANNOUNCEMENT CSB9

## PURCHASE OF CORN-SOY BLEND FOR USE IN EXPORT PROGRAMS



# TABLE OF CONTENTS

## CORN-SOY BLEND

	<u>Page</u>
1. GENERAL.....	1
2. ELIGIBILITY OF OFFERORS.....	2
3. SUBMISSION OF OFFERS .....	3
4. ACCEPTANCE OF OFFERS .....	4
5. PROVISIONS OF CONTRACT .....	4
6. NAICS CODE AND SMALL BUSINESS SIZE STANDARD .....	5
7. RESPONSES TO ILLEGAL OR IMPROPER ACTIVITY.....	5
8. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT .....	8
9. COMMODITY SPECIFICATIONS.....	8
10. QUALITY ASSURANCE .....	22
11. SHIPMENT AND DELIVERY .....	23
12. LIQUIDATED DAMAGES .....	24
13. INVOICES AND PAYMENT .....	24
14. INQUIRIES .....	25
CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES .....	APPENDIX 1
PACKAGING AND MARKING SPECIFICATIONS.....	APPENDIX 2
COMMERCIAL ITEM DESCRIPTION .....	APPENDIX 3



**ANNOUNCEMENT CSB9  
PURCHASE OF CORN-SOY BLEND  
FOR USE IN DOMESTIC 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 corn-soy blend (hereinafter referred to as corn-soy blend 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, this announcement, the appendixes to this announcement, and the invitation.

C. Certifications, Representations, and Warranties

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

D. Packaging and Marking Specifications

Appendix 2 to this announcement contains the detailed packaging and marking specifications, and other requirements, applicable to the product delivered under this announcement.

E. Commercial Item Description

Appendix 3 to this announcement is the Commercial Item Description (CID) for **SALAD OILS, VEGETABLE, A-A-20091B, Dated April 21, 1997.**

**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.
- B. 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.
- C. Offerors must resubmit form SF-129 as necessary when the information requires updating.
- D. Affirmatively demonstrate responsibility as defined in Federal Acquisition Regulation (FAR) 9.104-1. CCC may request a pre-award survey to be conducted by the Defense Contract Management Command for the purpose of evaluating the offeror's ability to perform the contract.
- E. Meet the definitions of a dealer or manufacturer 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) Regular dealer, means a person that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and sold to the public in the usual course of business.

- F. 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.
- ✓.. G. 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 for the TQSA requirements may be obtained at the Internet location [www.fsa.usda.gov/pdd/daco/tqsa.htm](http://www.fsa.usda.gov/pdd/daco/tqsa.htm) or by contacting:

TQSA Coordinator  
USDA/FSA/PDD/Stop 0551  
1400 Independence Avenue, SW  
Washington, DC 20250-0551

Phone number: 202-690-2534  
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.

#### 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. Destination Delivery Basis

- (1) Offer prices will be quoted and delivery will be f.o.b. destination or f.a.s. vessel, as specified in the invitation.
- (2) The offeror's plant(s) which the offeror lists on the offer form will be the point(s) where delivery f.o.b. conveyance, as applicable, occurs on intermodal plant contracts.
- (3) On intermodal bridge contracts, the delivery point will be f.o.b. at the bridge port(s) specified in the offeror's offer form.

**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 Article 50 and all of Part E.

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

## 6. NAICS CODE AND SMALL BUSINESS SIZE STANDARD

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

COMMODITY	NAICS CODE	CORRESPONDING SIC CODE	SIZE STANDARD (EMPLOYEES)
Corn-Soy Blend	311211	2041	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 Afee floor@ specified in the contract;



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

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

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

## **9. COMMODITY SPECIFICATIONS**

### **A. Domestic Origin**

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

"Produced in the United States" means manufactured, processed, mined, harvested, or otherwise prepared for sale or distribution, from components originating in the United States. Components originating in the United States which have been exported, and subsequently imported back into the United States, will not be considered as having been produced in the United States.

- (3) The contractor must maintain records to verify that during the contract shipping period, at the point of packaging or, in the case of bulk commodities, at the point of delivery to CCC, the product was in compliance with the domestic origin requirements of this section of the announcement. (See Article 76 of USDA-1)
- (4) CCC will randomly conduct domestic origin compliance reviews to determine if the product delivered to CCC was produced and manufactured in the U.S. from materials produced and manufactured in the U.S. Upon request, the contractor must submit documentation substantiating compliance to the contracting officer for review. This documentation may include procurement, production, inventory, delivery, and any other pertinent records. Onsite reviews may also be performed, at the discretion of CCC.

B. Quality of Corn-Soy Blend

- (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 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.
- ✓.. **NOTE: All functions currently being performed by the Federal Grain Inspection Service (FGIS) will be the responsibility of the contractor. The announcements will be amended at a later date to change all references to FGIS. ..✓**
- (2) In regard to aflatoxin in corn-based products, a test for aflatoxin will be conducted by the Field Management Division, Federal Grain Inspection Service, USDA (FGIS). If the aflatoxin test proves positive, then a quantitative test will be made to establish the exact level of aflatoxin. If the quantitative test shows that the aflatoxin level exceeds FDA guidelines (more than 20 p.p.b.), the product will be rejected. The fees for such tests are to be paid by the contractor.
- (3) The product must be essentially free from foreign material and will have a good characteristic taste and odor, free from rancid, bitter, musty, sour, and other undesirable or foreign tastes and odors. The product will be of small particle size suitable for use as a dietary supplement for infants and children for serving as a porridge, gruel, or an extender to other foods and must meet the following requirements:

## CORN-SOY BLEND

ITEM	REQUIREMENTS <sup>1</sup>	
	MINIMUM	MAXIMUM
Moisture, %	----	10.0
Protein (Nx6.25), %	16.7	----
Fat, % <sup>2</sup>	6.0	----
Crude Fiber, %	----	2.0
Material Through a U.S. Standard No. 6 Woven-Wire-Cloth Sieve, %	99.0	----
Material Through a U.S. Standard No. 30 Woven-Wire-Cloth Sieve, %	----	92.0
Material Through a U.S. Standard No. 60 Woven-Wire-Cloth Sieve, %	----	57.0
Consistency (Bostwick value) uncooked	----	20.0
Consistency (Bostwick value) cooked, 11.75% gruel <sup>3</sup>	9.0	21.0
Total bacteria count per gram	----	50,000
Salmonella, E. Coli and Coagulase Positive Staphylococci will be negative		
Dispersibility - will be essentially free from lumping or balling when mixed with water.		

---

<sup>1</sup> Unless otherwise specified analyses are expressed on a moisture-free basis. For methods of analyses see paragraph 9.C.

<sup>2</sup> See paragraph 9.E.

<sup>3</sup> Reported to nearest half of a Bostwick unit.

C. Methods of Analyses

(1) Chemical and physical tests to determine compliance with specifications for the finished corn-soy blend and for the individual ingredients used in its preparation will be those of the Official Methods of the Association of Official Analytical Chemists, The American Association of Cereal Chemists, or the American Oil Chemists' Society, as applicable and in effect on the date of issuance of the invitation under which the contract involved was entered into, or in accordance with methods that give equivalent results. Special tests not listed in these sources are included in the specifications given herein.

(2) Consistency (Bostwick value) for uncooked product for corn-soy blend.

(a) Apparatus

- 1 250 ml. glass beaker
- 1 wooden-handled spatula with 3-inch stainless steel blade
- 1 consistometer, Cenco-Bostwick Central Scientific Stock No. 24925

(b) Method

Place 100 ml. water at 25°C in the 250 ml. glass beaker. Gradually add 37.0 grams of corn-soy blend being tested while stirring vigorously with the spatula. Then stir gently for 3 minutes using the spatula to smooth any lumps that may form. Allow the slurry to stand an additional 2 minutes to complete hydration. Then stir gently for about 15 seconds with the spatula. Pour into the reservoir of the Bostwick consistometer until it is filled higher than its top level.

Strike off the excess with a straight edge. Allow the slurry to rest for 30 seconds, trip the release lever of the consistometer and read the Bostwick value after exactly 1-minute.

(3) Consistency (Bostwick value) for cooked product 11.75 percent gruel for corn-soy blend.

(a) Apparatus

- 1 400 ml. Pyrex beaker
- 1 stainless steel kitchen fork
- 1 30°C water bath
- 1 consistometer, Cenco-Bostwick, Central Scientific Stock No. 24925

(b) Method

Place 175 grams of boiling water in the 400 ml. beaker, cover with watch glass, and bring to boiling on an electrically heated hot plate with surface temperature 600° - 650°F. Gradually add 23.5 grams of the commodity to be tested, while stirring vigorously with the fork. Bring to boiling and boil for 2 minutes while stirring vigorously with fork. Remove from the hot plate and stir 1/2-minute.

Place the cooked slurry in the 30°C water bath and hold there for 10 minutes. Place on the scale and add water lost by evaporation so that total slurry weight is now 200 grams. Stir 25 times with the fork. Place cooked slurry in the 30°C water bath and hold there for 1-hour. Remove from the bath and pour into the reservoir of the Bostwick consistometer until it is filled higher than its top level. Strike off the excess with a straight edge. Allow the cooked slurry to rest for 30 seconds. Trip the release lever of the consistometer and read the Bostwick value after exactly 1-minute.

(4) Consistency for ingredient specification cornmeal, processed (gelatinized).

(a) Apparatus

- 1 800 ml. Pyrex beaker
- 1 wooden-handled spatula with a 5-inch stainless steel blade
- 1 cylindrical open-bottom container, i.e., a 3-inch long section of seamless steel tubing 3.0-inch o.d. and 2.87 inch i.d.
- 1 glass plate 10 by 10 inches
- 1 paper measuring scale, 10 by 10 inches containing a drawn 3-inch diameter center circle and concentric circles drawn of increasing diameter every one inch. Space between circles is divided to indicate each 1/4-inch diameter.

(b) Method

Place 400 ml. of water at 25°C in an 800 ml. glass beaker. Gradually add 125 g. of the gelatinized (processed) cornmeal while stirring vigorously with a wooden-handled spatula with a 5-inch stainless steel blade. Then stir<sup>1</sup> gently for 3 minutes using a spatula to smooth any lumps that may form. Allow the slurry to stand an additional 2 minutes for hydration. Then stir<sup>1</sup> gently for about 10 seconds with the spatula. Place a glass plate over a paper measuring scale and center the cylindrical container over the scale. Transfer the slurry to the retaining cup which is resting in the vertical position on the flat glass plate. Transfer the slurry until the cup is filled higher than its top level. Strike off the excess with a straight edge. Allow the slurry to rest for 30 seconds. Then remove the cup from the glass plate with a vertical pull, avoiding lateral motion. Allow the cup to drain onto the patty for 10 seconds. After waiting 1-minute for the size of the patty to reach equilibrium, read its diameter to the nearest 1/8-inch, as shown on the scaled sheet of paper underneath the glass.

D. Quality Discounts

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

---

<sup>1</sup> Mixing may be done using a Hobart Model N-50, slow speed; or equipment giving equivalent results.

**DISCOUNTS**

<b>Excess Moisture - Percent</b>	<b>Deficient Protein - Percent</b>
10.1 or 10.2    10 cents	16.6 through 16.4            10 cents
10.3 or 10.4    20 cents	16.3 through 16.1            20 cents
10.5              35 cents	16.0 or ✓.. 15.9 ..✓            35 cents
<b>Deficient Fat - Percent</b>	<b>Excess Crude Fiber - Percent</b>
5.9 or 5.8        10 cents	2.1 through 2.2                10 cents
5.7 or 5.6        20 cents	2.3 through 2.4                20 cents
5.5                35 cents	2.5                                35 cents
<b>Deficient Granulation Through No. 6 Woven-Wire-Cloth Sieve - Percent</b>	<b>Excess Granulation Through No. 30 Woven-Wire-Cloth - Percent</b>
98 or 97                    10 cents	93 or 94            10 cents
96 or 95                    20 cents	95 or 96                    20 cents
<b>Excess Granulation Through No. 60 Woven-Wire-Cloth Sieve - Percent</b>	<b>Excess Consistency (Uncooked) Bostwick Units</b>
58 or 59                    10 cents	20.5 or 21.0    10 cents
60 - 61            20 cents	21.5 or 22.0    20 cents
	22.5 or 23.0    35 cents
<b>Deficient Consistency (Cooked) 11.75% Gruel) Bostwick Units</b>	<b>Excess Consistency (Cooked) 11.75% Gruel Bostwick Units</b>
8.5 or 8.0        10 cents	21.5 or 22.0    10 cents
7.5 or 7.0        20 cents	22.5 or 23.0    20 cents
6.5 or 6.0        35 cents	23.5 or 24.0    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. At the contractor's option, commodity which is rejected because of the presence of salmonella may be subjected to a continuous heat process at temperatures up to a maximum of 120°F (not to be exceeded) for a period of up to ten days maximum. If during the period of the process, the commodity is reinspected, retested, and certified as meeting all product requirements including salmonella negative, the product will be accepted by CCC.



E. Proportions

The ingredients of the product must be in the following proportions:

<u>Ingredients</u>	<u>Pounds per 2,000-lb. Batch</u>
Cornmeal, processed gelatinized <sup>1</sup>	1,391..✓
Soy flour, defatted (toasted) <sup>2</sup>	437
Minerals	60..✓
Vitamin Antioxidant Premix	2
Soybean oil, refined, deodorized, stabilized <sup>3</sup>	110

F. Ingredient Specifications

(1) Cornmeal, Processed (Gelatinized)

(a) Material and Processing

The cornmeal processed (gelatinized) will be prepared from shelled yellow corn that has been dehulled and degermed. The corn used will be clean, sound, and essentially free from other grains, weed seeds, and other foreign material. It must be free of rancid, bitter, musty, sour, and other undesirable or foreign tastes and odors. The processed cornmeal will be produced from yellow corn, as defined in the "United States Standards for Corn," using the conventional corn dry-milling process.

The cornmeal will be processed by adding moisture and partially cooking in continuous cookers or on heated flaking rolls, drying and cutting, or by any other process that yields a product meeting the requirements for the finished processed cornmeal, and for the corn-soy blend product. A corn germ fraction may be added for fat enrichment prior to cooking.

(b) Analysis

---

<sup>1</sup> A corn germ fraction in amount not over 10 percent of the weight of the mixed product may be added to the cornmeal before processing and the amount of added oil contained therein omitted from the soy oil added to the soy flour fraction or to the final mix, provided the blend contains a minimum of 21.8 percent of fat-free soy flour. The weight of processed cornmeal plus soy oil specified will include the weight of any corn germ fraction added thereto.

<sup>2</sup> The stabilized oil may be added to this soy flour fraction or full-fat soy flour may be used in place of all or part of the defatted soy flour plus soy oil, as specified, provided the blend contains a minimum of 21.8 percent fat-free soy flour.

<sup>3</sup> The stabilized oil may be added to the mix in order to obtain the required minimum fat level of 6.0 percent in the blend.

Any combination of footnotes may be used to obtain desired result.

The cornmeal, processed (gelatinized) must conform with the following detailed requirements:

**CORNMEAL**

ITEM	REQUIREMENTS <sup>1</sup>	
	MINIMUM	MAXIMUM
Moisture, %	----	11.0
Ash, % <sup>2</sup>	----	1.25
Material Through a U.S. Standard No. 6 Woven-Wire-Cloth Sieve, %	99.0	----
Material Through a U.S. Standard No. 30 Woven-Wire-Cloth Sieve, %	----	85.0
Material Through a U.S. Standard No. 60 Woven-Wire-Cloth Sieve, %	----	35.0
Consistency (inches)	4.5	8.5
Total bacteria count, per gram	----	50,000

(2) Soy Flour, Defatted (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, this full cook process tends to remove undesirable flavor compounds and change the color of the soy flour to a buff.

<sup>1</sup> For methods of analyses see paragraph 9.C.

<sup>2</sup> Moisture-free basis.

(b) Analysis

The soy flour, defatted (toasted) must conform to the following detailed requirements:

**SOY FLOUR**

ITEM	REQUIREMENTS <sup>1</sup>	
	MINIMUM	MAXIMUM
Moisture, %	----	10.0
Protein (Nx6.25), % <sup>2</sup>	50.0	----
Fat, % <sup>2 3</sup>	0.6	----
Fiber, % <sup>2</sup>	----	3.5
Ash, % <sup>2</sup>	----	6.5
Material Through a U.S. Standard 100 Woven-Wire-Cloth Sieve, %	95.0	----
Nitrogen Solubility, increase in pH	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	

(3) Soy Flour, Full Fat

(a) Material and Processing

Soy flour, full fat will be the screened, finely-ground product obtained from selected soybeans by cleaning, cracking, (optional) dehulling, tempering, cooking (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, the full color cook process tends to remove undesirable flavor compounds and change the color of the soy flour to a buff.

<sup>1</sup> For methods of analyses see paragraph 9.C.

<sup>2</sup> Moisture-free basis.

<sup>3</sup> See paragraph 9.E.

- (b) Analysis The soy flour, full fat must conform to the following detailed requirements:

**SOY FLOUR, FULL FAT**

ITEM	REQUIREMENTS <sup>1</sup>	
	MINIMUM	MAXIMUM
Moisture, %	----	10.0
Protein (Nx6.25), % <sup>2</sup>	44.0	----
Fat, % <sup>2 3</sup>	22.0	----
Fiber, % <sup>2</sup>	----	3.0
Ash, % <sup>2</sup>	----	6.0
Material Through a U.S. Standard 100 Woven-Wire-Cloth Sieve, %	95.0	----
Nitrogen Solubility Index	10.0	45.0
Urease activity, increase in pH	0.05	0.5
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	

<sup>1</sup> For methods of analyses see paragraph 9.C.

<sup>2</sup> Moisture-free basis.

<sup>3</sup> See paragraph 9.E.

(4) Soybean Oil

- (a) Soy oil, refined, deodorized, and 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-20091B (April 21, 1997), type A nonwinterized salad oil.<sup>1</sup>
- (b) 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. [See paragraph 9.F.(6)]

(5) Minerals

Ingredients	Per 2,000 pounds of Product
2% Tricalcium Phosphate <sup>2</sup>	40.00 pounds
✓.. OR 1.8% Calcium Carbonate + 1.6% Monobasic Sodium Phosphate <sup>3</sup>	36.00 pounds 32.00 pounds
OR 1.8% Calcium Carbonate + 1.6% Monobasic Potassium Phosphate <sup>3</sup>	36.00 pounds 32.00 pounds
OR 1.3% Tri-Calcium Phosphate + 0.6% Dibasic Calcium Phosphate <sup>3</sup>	26.00 pounds 12.00 pounds
OR 0.9% Tri-Calcium Phosphate + 0.6% Calcium Carbonate + 0.8% Monobasic Sodium Phosphate <sup>3</sup>	18.00 pounds 12.00 pounds 16.00 pounds
OR 0.9% Tri-Calcium Phosphate + 0.6% Calcium Carbonate + 0.8% Monobasic Potassium Phosphate <sup>3</sup>	18.00 pounds 12.00 pounds 16.00 pounds ..✓

- 1 Analytical Data for type A Salad Oil in COMMERCIAL ITEM DESCRIPTION A-A-20091B 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
- 2 Food grade, must have an apparent specific gravity of 0.55 g/cc or less; the method to be used to determine apparent specific gravity is that shown as Exhibits C & D.
- 3 formulae are in anhydrous form, Food grade.

(5) Minerals - *continued*

<b>Ingredients</b>	<b>Per 2,000 pounds of Product</b>
Zinc Sulfate, Monohydrate ✓.. (ZnSO <sub>4</sub> ≅ 7H <sub>2</sub> O) <sup>4</sup> ..✓	0.25 pounds (113.45 g)
Ferrous Fumarate, FCC grade, purified	0.92 pounds (418 g)
Magnesium Oxide (MgO)	2.75 pounds
Iodized Salt (0.007% 12) <sup>5</sup>	16.25 pounds

- 4 The amount of zinc sulfate monohydrate shown is equivalent to 0.4 pound zinc sulfate heptahydrate (ZnSO<sub>4</sub> ≅ 7H<sub>2</sub>O) and represents a 5-fold increase in zinc content, in line with current micronutrient recommendations.
- 5 The increase in iodized salt content represents a 25-percent increase in iodine content from previous specifications as recommended.

(6) Vitamin Antioxidant Premix

<b>Ingredients</b>	<b>Per 2,000 lbs. of Product</b>
Thiamin mononitrate	2.5 grams
Riboflavin	3.5 grams
Pyridoxine hydrochloride	1.5 grams
Niacin	45.0 grams
Ca D-pantothenate	25.0 grams
Folic acid	1.8 grams
Vitamin B12 <sup>1</sup>	12.0 milligrams
Vitamin A Palmitate (stabilized) <sup>2</sup>	21.0 million IU
Vitamin D (stabilized)	1.8 million IU
Alpha tocopherol acetate	68,000.0 IU
Butylated hydroxy anisole <sup>3</sup>	20.0 grams
Butylated hydroxy toluene <sup>3</sup>	20.0 grams
Ascorbic acid (stabilized), ethyl-cellulose (coated), Soy flour, defatted (toasted) or starch to reach total weight; (additional soy flour may be added as a carrier, if desired)	364.0 grams
<b>TOTAL</b>	<b>2.0 pounds</b>

(7) The minerals and vitamin premix must not be combined and must be added to the formulation separately.

<sup>1</sup> Represents a reduction of 67 percent from previous specifications.

<sup>2</sup> Vitamin A Palmitate (stabilized) must be added in encapsulated form containing 250,000 IU Vitamin A Palmitate/g. Particle size must comply with the requirement that at least 98 percent will pass through a U.S. Standard No. 50 sieve, at least 90 percent through a U.S. Standard No. 60 sieve, and at least 45 percent through a U.S. Standard No. 100 sieve. The product must be not less than 95 percent of the all-trans isomer as determined by the USP assay procedure. The Vitamin A Palmitate must have storage stability such that not more than 20 percent of its original activity will be lost when stored for 21 days at 45EC in a sealed container at a level of 10,000 to 12,000 IU per pound in cornmeal having a moisture content in the range of 13.5 to 14.5 percent.

<sup>3</sup> If antioxidant is added in soy oil, omit from this premix. [See paragraph 9.F.(4)].

**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 9B-F. 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. Contractors must submit product samples by lot to FGIS Commodity Testing Laboratory for analysis for six months after implementation of TQSA. Fees for submitted samples will be for the account of the contractor.
- 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. An examination will be performed by randomly selecting and weighing a specified number of filled shipping units for each production lot. The exact number of filled shipping units to be examined shall be determined in accordance with approved FGIS sampling procedures. 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. The product will be tested for vitamin A and iron. The requirement for Vitamin A will be 80 percent of the target (or maximum) level included in the specification. The requirement for iron and vitamin A will be as follows:

ITEM	REQUIREMENTS	
	MINIMUM	MAXIMUM
Vitamin A (IU/lb.)	8400	-----
Iron (mg/100g.)	14.7	30

DISCOUNTS

Excess Iron	
30.1 to 31.5	10 cents
31.6 to 33.1	20 cents
33.2 to 35.0	35 cents



- E. Vendors are requested to submit their results to the Contract Management Branch in Washington, D.C., on a per contract basis. Reports should list all lot codes in the contract and respective test results from FGIS and those obtained independently. Reports can be submitted by fax to (202) 690-1809 or mailed to:

ATTN: Micronutrient Study  
USDA/FSA/PDD/CMB/Stop 0551  
Room 5755-S  
1400 Independence Avenue, S.W  
Washington, D.C. 20250-0551

- F. Vendors will have the composite samples that are pulled tested for Vitamin A and Iron. Whether testing under TQSA or FGIS, vendors are responsible for ensuring product meets the Vitamin A and Iron requirements. ..✓
- G. 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.
- H. If contractor becomes TQSA non-compliant after contract is awarded and through execution of contract, the contracting officer may terminate contract for default.

## 11. SHIPMENT AND DELIVERY

- A. Shipment and delivery must be made in accordance with this announcement and Articles 56 and 64 of USDA-1.
- B. Title and risk of loss will pass to ✓..the designated steamship line, ..✓ on the date of delivery, as evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to CCC.
- C. The quantity of the product delivered must be evidenced by signed and dated consignee's receipt, warehouse receipt, dock receipt, or other similar document acceptable to CCC.
- D. Contractors are required to make **TWO** notifications for each shipment (See Article 56(c) of USDA-1):
- (1) The Notify Party shown on the 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 "Notice to Deliver" (KC-269), 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 Management Office  
Commodity Financial Operations Division, SB-VIPS  
P.O. Box 419205  
Kansas City, MO 64141-6205

### B. Payments may be made directly to a financial banking institution. To receive payments electronically, Standard Form 1199A, Direct Deposit Sign-Up Form and Form W-9, Request for Taxpayer Identification Number and Certification, must be completed. If you have questions or would like these forms mailed to you, contact Commodity Financial Operations Division, ICB.

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

## **14. INQUIRIES**

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

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

Alan King  
Director  
Kansas City Commodity Office

UNITED STATES  
DEPARTMENT OF  
AGRICULTURE

COMMODITY  
CREDIT  
CORPORATION

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

**EFFECTIVE: January 1, 1998**

## **APPENDIX 3**

### **Commercial Item Description Salad Oils, Vegetable**

### **ANNOUNCEMENT CSB9**

**A-A-20091B dated April 21, 1997**

