

Section 3:

Sale of Miscellaneous Agricultural Commodities (SMAC)

- **Exhibit A SMAC Procedures**
- **SMAC INVITATION NO. 26**
- **SMAC INVITATION NO. 28**
- **SMAC INVITATION NO. 29**
- **SMAC INVITATION NO. 30**
- **SMAC INVITATION NO. 31**

Date Issued: July 13, 2001

UNITED STATES
DEPARTMENT OF
AGRICULTURE

COMMODITY
CREDIT
CORPORATION

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

ANNOUNCEMENT SMAC

**SALE OF
MISCELLANEOUS AGRICULTURAL
COMMODITIES**



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KANSAS CITY COMMODITY OFFICE
POST OFFICE BOX 419206
KANSAS CITY, MO 64141-6205

ANNOUNCEMENT SMAC SALE OF MISCELLANEOUS AGRICULTURAL COMMODITIES

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 purchase miscellaneous agricultural commodities, bulk or processed, from CCC-owned commodities for unrestricted or restricted use as designated in invitation.
- (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 sale which are in addition to or different from those set forth herein. The invitation may include an offer form and a catalog. If cataloged, it will list the various lots of CCC-owned commodities being made available for sale by kind, class, grade, protein where applicable, quantity, warehouse name and location, and mode of transportation, if available.

B. Terms and Conditions

Offerors are cautioned to read all terms and conditions of this announcement and the invitation.

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 offeror. An "affiliate" is defined on the back of the form.

- (2) Item 10. Identify the commodities/products the offeror is interested in procuring.
 - (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. Parties that have not conducted business with CCC before may be required to submit a financial statement.

3. SUBMISSION OF OFFERS

A. How to Submit Offers

- (1) Offers must be submitted by regular mail, express mail, facsimile, Telex, Easylink, or hand delivered. Offers must be a signed original offer form. Reproductions of the offer form are acceptable.
- (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 SMAC, INVITATION (Enter Appropriate Invitation Number)."** If overnight/express service is utilized, this statement must be printed clearly on the outer express envelope, not on the mailing label.
- (3) Modifications, withdrawals of offers, and price adjustments may be submitted by letter, express mail, facsimile, Telex, Easylink, or hand delivered.
- (4) Modifications, withdrawals of offers, and price adjustments 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 offeror 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 Kansas City Commodity Office (KCCO) as specified in the invitation. 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) If mailed, express mailed, or hand delivered, time of receipt will be the time recorded by the Kansas City Administrative Office (KCAO) mailroom's time stamp.
- (3) If sent by facsimile, time receipt will be the time recorded by the KCAO Communication Center's equipment.

C. Basis of Offer

- (1) An offer must express a price per bushel, pound, gallon, etc., for the commodity as specified in the invitation.
- (2) The content of an offer will include:
 - (a) Company name and address;
 - (b) The quantity in units specified in the invitation.

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. 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.

- B. 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. FINANCIAL ARRANGEMENTS

- A. Within 10 business days after the date of contract, payment must be received in the Kansas City Commodity Office by:
 - (1) Wire transfer of funds, or
 - (2) Certified or cashier's check made payable to CCC.
- B. If payment has not be made within 10 business days after the date of the contract, interest at the rate per annum specified in the CCC Sales List in effect at the time the offer is accepted by CCC shall be paid by the contractor to CCC from the day after the date of the contract to the date payment is received by CCC.
- C. Notwithstanding Paragraph B. above, at the election of CCC, if the contractor fails to make arrangements for payment in accordance with Paragraph 5 of this announcement, all of the contractor's rights under this contract may be terminated by CCC, and CCC may proceed against the contractor to recover any damages CCC may have sustained.

7. DEFAULT AND TERMINATION

If for any reason the contractor does not perform all or any portion of the contract, CCC shall have the right to terminate in whole or any part of the contract. In the event CCC terminates the contract in whole or in part, CCC may offer the commodity for sale, and the contractor shall be liable to CCC for any loss from the original sale.

8. ASSIGNMENTS

This contract, any interest therein, or any rights or claims arising thereunder, shall not be assigned in whole or in part by the Contractor without prior written approval of CCC. Any assignment made without prior written approval of CCC shall be void.

9. INQUIRIES

Further information pertaining to this Announcement may be obtained by contacting KCCO at (816) 926-6420 or by writing to:

Kansas City Commodity Office
Bulk Commodities Division - Stop 8748
P.O. Box 419205
Kansas City, MO 64141-6205

George W. Aldaya
Director
Kansas City Commodity Office