



February 19, 2020

### **Invitation No. 19 - Peanuts**

The Commodity Credit Corporation (CCC) invites offers to purchase Peanuts in-store for unrestricted use in accordance with the terms and conditions of Invitation No. 19 - Peanuts.

CCC-owned peanut inventory information may be obtained from CCC's catalog listing, which is attached to this Invitation.

CCC-owned peanuts will be sold and released in-store at the primary code and location listed on the catalog, using the factors shown on the warehouse receipt(s). Although CCC does not guarantee the quality of peanuts that will be loaded out, warehouse operators are obligated to deliver the total USDA calculated loan value of peanuts, based on the factors on the warehouse receipt. CCC will not pay the loadout charges. Prior to submitting a bid, interested parties are advised to check with the storing warehouse operator regarding scheduling, quality and any applicable charges including fumigation and grading/inspection fees. The transferee (buyer) will be responsible for any of these applicable charges. Any differences must be settled between the buyer and the warehouse operator.

The warehouse operator is obligated to load out of the advertised location, unless otherwise agreed upon by the buyer. Please be advised that due to the existence of merged agreements, the CCC-owned bulk peanuts may or may not be in the exact advertised location. However, the warehouse operator is bound to the Peanut Storage Agreement (PSA), which requires delivery from the warehouse location advertised in the catalog but may be delivered from an alternative location agreed on by the warehouse operator and the 3rd party.

Potential buyers will be required to enter a per ton bid (no more than two decimal places) based on the total net tons including Loose Shelled Kernels (LSK) represented by the catalog. Regardless of size, lots must be bid on in their entirety. Each bid will be analyzed independently, and no offer can be contingent upon the acceptance of other offers. CCC reserves the right to reject any or all offers. Any differences in quantity and quality of CCC-owned peanuts received by the buyer are to be settled between the storing warehouse operator and the buyer. CCC will not facilitate this settlement.

CCC will pay storage through the date of contract. The transferee (buyer) is responsible for paying loadout charges in accordance with the Peanut Storage Agreement plus storage charges incurred from the day after the date of contract. The date of contract is the date the buyer is notified by CCC that its bid is successful.

If CCC transfers title to CCC-owned peanuts in-store, the storage and handling rates contained in the Schedule of Rates will apply to the peanuts until loaded out, provided the transferee, in writing, orders the peanuts loaded out for immediate shipment within 30 days after the date title is transferred. If the transferee does not request, in writing, load out within 30 days after the date title is transferred, the storage and handling rates applicable to the transferee for the peanuts shall not exceed CCC's Schedule of Rates in effect at the time of title transfer until the earlier of:

- (a) 60 days, or
- (b) Title to the peanuts is transferred by the transferee to another party, or
- (c) The transferee loads the peanuts out of the warehouse.

Buyers of peanuts must remit to CCC payment equal to 100% of contract value within five business days after the date of contract. CCC will transfer title to the peanuts (in-store) upon receipt of payment. If payment is not received within five business days of contract date, interest will accrue for the account of the buyer from the first calendar day after the date of the contract through the date payment is received by CCC. It is not acceptable for a buyer to withhold payment in favor of continuing to pay interest to CCC.

Offers and any modifications or withdrawals of offers must be received in the Warehouse and Commodity Management Division (WCMD), Commodity Management Branch (CMB) by 12 p.m., central time (CT), February 25, 2020.

Successful buyers will be notified of acceptance by telephone or e-mail by 3:30 p.m., CT, February 26, 2020.

### **SUBMISSION OF OFFERS**

#### **How to Submit Offers**

- (1) Offers, modifications, withdrawals, and cancellations shall be submitted by the following method.

Send by e-mail, which the Offer Form CCC-331D Peanuts will need to be scanned and e-mailed to: [CMBBidbox@ams.usda.gov](mailto:CMBBidbox@ams.usda.gov). Place in the subject line "Invitation No. 19 - Peanuts."

- (2) Attached Offer Form CCC-331D Peanuts must be completed and signed. Reproductions of the offer form is acceptable.

#### **Where to Submit Offers**

- (1) Offers, modifications, withdrawals, and cancellations of offers shall be submitted to WCMD/CMB in Kansas City, Missouri and must be received by the date and local time specified in this invitation for receipt of offers.

By E-mail: [CMBBidbox@ams.usda.gov](mailto:CMBBidbox@ams.usda.gov)

(2) The recorded date and time per incoming e-mail will serve as proof of receipt for WCMD/CMB and CCC. OFFERORS ARE RESPONSIBLE FOR THE TIMELY RECEIPT OF OFFERS AND AMENDED CHANGES. No offers, modifications, or withdrawals will be accepted by telephone.

### **TRANSFER OF TITLE**

The transfer of title to buyer will occur upon delivery and/or electronic transfer of warehouse receipt(s) by CCC. The mailing and/or electronic transfer of the warehouse receipt(s) will occur after receipt of payment and wire release notification is given to the buyer by CCC. If payment is received by check, the check must clear the bank before warehouse receipt(s) will be mailed and/or electronically transferred.

### **FINANCIAL ARRANGEMENTS**

#### **Payment submitted by cashier's check, bank check, or company check:**

USDA/FPAC/BCOS  
Mail Stop 8212  
PO Box 419205  
Kansas City, MO 64141

#### **Payment submitted by Wire Transfer of funds:**

Commodity Credit Corporation  
ALC 00004992  
ABA# 021030004  
Federal Reserve Bank of New York 33 Liberty Street  
New York, NY 10045  
On the beneficiary line, please reference: Peanut Sales/Martha Mitchell

Upon an award, the buyer must obtain a holder ID, which may require a minimal fee and sign an agreement with EWR, Inc. (Electronic Warehouse Receipts). **The web-site is [ewrinc.com](http://ewrinc.com).**

### **DEFAULT AND DETERMINATION**

If for any reason the buyer does not perform any portion of the contract terms, 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 buyer shall be liable to CCC for any loss from the original sale.

## **FALSE STATEMENTS**

Participation in this program is certification with full knowledge of the provision of 15 U.S.C. 714m(a), for making any statement knowing it to be false, for the purpose of influencing in any way the action of the United States Department of Agriculture.

Further information on this announcement/invitation for offers may be obtained by contacting:

Warehouse & Commodity Management Division Commodity Management Branch

Telephone (816) 926-3816

E-mails: [Marthaa.mitchell@usda.gov](mailto:Marthaa.mitchell@usda.gov)

[Lisa.edie@usda.gov](mailto:Lisa.edie@usda.gov)

A handwritten signature in cursive script that reads "Lisa Edie".

Lisa Edie  
CCC Contracting Officer  
WCMD/CMB

Attachments (Offer Form and Catalog)

<b>CCC-331D Peanuts</b> (03-19-19)	<b>U.S. DEPARTMENT OF AGRICULTURE</b> Agricultural Marketing Service	1A. DATE BID SUBMITTED
		1B. INVITATION NO.
		1C. AMENDMENT NO. (If applicable)

The undersigned offers to purchase the following quantities of Peanuts from the Commodity Credit Corporation.

2A. FIRM NAME	2B. PHYSICAL ADDRESS
2C. CONTACT NAME	2D. PHONE NO. (Include Area Code)
2E. FAX NO. (Include Area Code)	2F. EMAIL ADDRESS

[illegible]

5A. SIGNATURE OF OFFICER/EMPLOYEE RESPONSIBLE FOR THE OFFER

5B. NAME OF OFFICER/EMPLOYEE RESPONSIBLE FOR THE OFFER	5C. DATE (MM-DD-YYYY)
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City	State	County
Mount Olive	NC	Wayne

**Lot 051**

Whse	Rec	Crop Year	Net LBs	LSK LBs	Total Tons	Peanut Type	Gr	Moistu	Foreign Matter	Virginia	Virginia	SMK	Sound	Total SMK	Other Kernel	Total Damage	Total Kerne	Is Flavu	Hull Kerne	Freeze	Rmd	Receipt Value
72374	348	2018	843017	55761	449.39	Virginia	1	6.67	2.00	35.62	77.90	66.39	3.51	69.90	1.90	0.48	72.27	0	99.38	0.02	0.02	154,711.05
72374	349	2018	125987	3882	64.93	Virginia	1	7.00	2.31	35.62	79.86	65.91	1.31	67.22	2.35	0.69	70.26	0	99.35	0.00	0.07	22,020.16
72374	350	2018	817885	48666	433.27	Virginia	1	7.39	2.04	37.39	81.99	66.98	2.57	69.55	1.76	0.66	72.01	0	99.41	0.00	0.05	149,185.13
72374	351	2018	69469	3730	36.60	Virginia	1	6.48	2.48	35.97	82.03	67.00	1.52	68.52	1.48	1.00	71.00	0	99.00	0.00	0.05	12,436.40
72374	354	2018	446546	22715	234.63	Virginia	1	7.19	2.72	35.97	80.56	65.97	2.94	68.91	2.01	0.79	71.71	0	99.54	0.07	0.00	80,449.36
72374	355	2018	968263	95411	531.84	Virginia	1	7.01	3.00	36.31	79.34	65.57	3.53	69.10	2.04	0.80	71.94	0	99.52	0.04	0.04	178,206.66
72374	356	2018	526773	22514	274.65	Virginia	1	6.91	1.92	38.31	81.60	67.16	3.14	70.30	1.77	0.52	72.60	0	99.38	0.02	0.03	96,528.50
			Total Lot Lbs	Total Lot Tons																		Total Lot Receipt Value
			4,050,620	2,025.31																		693,537.26
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			4,050,620	2,025.31																		693,537.26