



United States
Department of
Agriculture

May 19, 2008

Farm and Foreign
Agricultural Services

Farm Service
Agency

Kansas City
Commodity Office
P.O. Box 419205
Kansas City,
Missouri
64141-6205

SALE INVITATION NO. 08-02
Selling Wheat from the Bill Emerson Humanitarian Trust (BEHT)

On May 16, 2008, the Secretary of Agriculture authorized the release of wheat from the BEHT for use under Public Law 480, Title II. Accordingly, the Commodity Credit Corporation (CCC) plans to sell approximately 500,000 metric tons (18.37 million bushels) of wheat from the BEHT.

CCC is making all classes of CCC-owned wheat stocks available for sale. CCC-owned wheat inventory information such as class, storage rate, and loadout rates may be obtained from CCC's catalog listing, which is attached to this invitation.

Offers to purchase CCC-owned wheat must be received in the Kansas City Commodity Office (KCCO) by 2:30 p.m., CDT, May 22, 2008. Offers must be made on Offer Form Exhibit A, basis flat price per bushel, and sent via facsimile to Commodities Management Division (CMD) at (816) 926-6381 or (816) 926-6767. Official time of receipt will be determined by KCCO communication equipment.

Offers must be made on a lot by lot basis and cannot be contingent on the acceptance of another lot. Lots must be bid in their entirety. CCC reserves the right to reject any or all offers. CCC will telephone the contractor with notice of acceptance by 9:15 a.m., CDT, May 23, 2008. Public release of award information will be no later than May 27, 2008.

The wheat will be received by the contractor instore, at the storage locations specified in the catalog listing. Prior to submitting an offer, interested parties are:

- Advised to check with the storing warehouse operator regarding the terms and conditions applicable for delivery, and
- Encouraged to work with the storing warehouse operator to establish premium and discount schedules in cases of quality or location discrepancies.

Any differences in quantity and quality of CCC-owned wheat received by the contractor are to be settled between the storing warehouse operator and the contractor. CCC will not facilitate this settlement.

Payment Terms: Contractor to remit to CCC 100 percent of contract value (based on the net quantity on each warehouse receipt) by wire transfer or check, within 5 business days after the date of the contract. If payment is not received within the specified timeframe, interest at the rate of 7.0 percent per annum shall be paid by the contractor to CCC from the first calendar day after the date of the contract through the date payment is received by CCC.

The buyer must remit payment to CCC by wire transfer within five business days after the date of the contract to:

By Wire: Federal Reserve Bank New York City
ABA#0210-3000-4
BNF=/AC-4992
OBI=CCC/KCCO, Contract Number and Company Name

- OR -

The buyer must remit payment to CCC by check at the following address within five business days after the date of the contract to:

By Mail: Kansas City Finance Office
Attention: RMO/RSG
P.O. Box 419205
Kansas City, MO 64141-6205
(Include the contract number on the payment)

CCC will pay storage through the date of the transfer of title but no later than five business days after the date of sale. Storing warehouse operators are obligated to maintain the CCC storage and loadout rates after CCC transfers title in accordance with Part 2 of the Uniform Grain and Rice Storage Agreement (UGRSA).

The contractor is responsible for paying loadout charges, plus any storage charges incurred after CCC transfers title to the wheat instore. The storage and handling rates contained in the CCC Schedule of Rates will apply to the wheat until loaded out, provided the transferee, in writing, orders the wheat loaded out for immediate shipment within 30 days after the date title is transferred. If the transferee does not request, in writing, loadout within 30 days after the date title is transferred, the storage and handling rates applicable to the transferee for the wheat shall not exceed CCC's Schedule of Rates in effect at the time of title transfer until the earlier of: 1) 60 days, or 2) title to the wheat is transferred by the transferee to another party, or 3) the transferee loads the wheat out of the warehouse.

Default and Determination – If for any reason the contractor 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 contractor shall be liable to CCC for any loss from the original sale.

For any questions regarding this invitation, please call KCCO-CMD-Merchandising Branch at (816) 926-3816.

Steven Miteff
Acting Director

KC-331
(04-03-97)
EXHIBIT A

OMB NO. 0560-0177
INVITATION NO. 08-02

OFFER FORM

IN ACCORDANCE WITH INVITATION NO. 08-02, DATED May 19, 2008, THE UNDERSIGNED OFFERS TO PURCHASE THE FOLLOWING LOTS OF CCC-OWNED WHEAT:

FIRM NAME _____

ADDRESS _____

CONTACT NAME _____

PHONE NO _____ **FAX NO** _____

(Typed name and signature of the Officer or Employee Responsible for the Offer)
(NOTE: If price carried out 4 decimal places, use quarter-cent increments.)

LOT NO	WHSE CODE	QUANTITY	PRICE PER BU
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

PRIVACY ACT AND PUBLIC BURDEN STATEMENTS

The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is USC 7285 and 15 USC 714 B and C. The information will be used to assess Bulk Commodities Sales Offers. Furnishing the requested information is required to be a responsive offer. Failure to furnish the requested information will result in a nonresponsive offer. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.

Federal agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Agriculture, Clearance Officer, OIRM (OMB No. 0560-0177), Stop 7630, Washington, D.C. 20250-7630.

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