

UNITED STATES  
DEPARTMENT OF  
AGRICULTURE

Effective: 4/26/2002

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

# **ANNOUNCEMENT RSCS1**

**(Supersedes Announcement KC-MS-2)**

## **Sale of Nonfat Dry Milk for the Manufacture of Casein or Caseinate**



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United States  
Department of  
Agriculture

Farm and Foreign  
Agricultural Services

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

ANNOUNCEMENT RSCS1  
SALE OF NONFAT DRY MILK  
FOR THE MANUFACTURE OF CASEIN OR CASEINATE

(Supersedes Announcement KC-MS-2)

1. GENERAL

A. Invitation for Offers

The Commodity Credit Corporation (CCC) will from time to time issue An invitation for competitive offers under this Announcement for CCC to sell nonfat dry milk (NDM) for use specifically restricted for the conversion of NDM into edible dry acid or rennet casein or edible dry caseinate. The NDM will be sold as is and delivered in-store at the point(s) of storage.

B. Terms and Conditions

The invitation will specify the NDM quantities, location(s), dates of manufacture, container size, and the closing time for receipt of offers, and provisions applicable to the proposed sale. Provisions of USDA-1, Revision 2, as amended, General Terms and Conditions for the Procurement of Agricultural Commodities or Services, dated November 1984, (USDA-1) are incorporated where designated in the Announcement and applicable invitation. Though USDA-1 concerns procurements, several of its provisions are applicable to sales, and thus is incorporated into this Announcement and applicable invitation. Offerors are cautioned to read all terms and conditions of this Announcement and the invitation.

C. Offer Form

Appendix 1 to this Announcement is the offer form.

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 bidder. An “affiliate” is defined on the back of the form.
  - (2) Items 19 and 20. Must be an officer, owner, or partner of the company.
- B. Resubmit form SF-129 as necessary when the information requires updating.
- C. An offer shall set forth the complete business name and address of offeror. An offer mailed or hand delivered shall be signed by a person authorized to execute contracts on behalf of offeror. CCC may require a power of attorney or other documentary evidence of the authority for a person to execute the contract in the name of offeror.
- D. CCC reserves the right to refuse to consider an offer if CCC does not have adequate information to determine the responsibility of offeror, financially or otherwise, to meet contract obligations contemplated in this Announcement. If a prospective offeror is in doubt as to whether CCC is acquainted with the offeror’s financial responsibility, the offeror should either submit a financial statement to the KCCO before making an offer or communicate with that office to determine whether such a statement is desired. When satisfactory financial responsibility has not been established, CCC also reserves the right to consider an offer only after receipt from offeror of a certified or cashier’s check, irrevocable commercial letter of credit, or other security (acceptable to CCC) assuring that if the offer is accepted, the offeror will pay for the product as provided in SECTION 9 of this Announcement. The security for the offer will be returned to an unsuccessful offeror as soon as practicable after the opening of offers, and to a successful offeror after payment for the commodities.

### 3. SUBMISSION OF OFFERS

#### A. How to Submit Offers

- (1) Offers must be submitted by regular mail, express mail, or hand delivered. **(The invitation will specify the office to which offers are to be submitted.)** Offers must include a signed original and one copy of the offer form contained in Appendix 1. 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 RSCS1 DAIRY INVITATION (Enter appropriate invitation number).”** If overnight/express service is utilized, this statement must be printed clearly on the outer express envelope, not the mailing label.

- (3) Modifications and withdrawals of offers may be submitted by letter, express mail, facsimile, or hand delivered.
- (4) Modifications and withdrawals of offers 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 bidder 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) 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) 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 of receipt will be the time recorded by the KCAO Communication Center’s equipment.

C. Basis of offer

Prices shown in offers must be for the entire quantity of commodity delivered to the Contractor by CCC, in-store, at the point(s) of delivery named in the contract. Items with prepaid loadout handling charges will be identified in the invitation. All other costs such as transportation and conversion of the NDM into casein or caseinate shall be borne by the contractor.

4. INDEPENDENT PRICE CERTIFICATION

A. In submitting an offer, offeror certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that:

- (1) The prices stated in the offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices quoted in the offer have not been knowingly disclosed by offeror and will not knowingly be disclosed by offeror prior to opening of offers by CCC, directly or indirectly, to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

B. Each person signing the offer thereby certifies that:

The offeror is the person in their organization responsible within that organization for the decision as to the prices being offered and has not participated, and will not participate, in any action contrary to subparagraphs A. (1) through A. (3) of this section, or:

- (1) The offeror is not the person in their organization responsible within that organization for the decision as to prices being offered but has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subparagraphs A. (1) through A. (3) of this section, and as their agent does hereby so certify; and
- (2) The offeror has not participated, and will not participate, in any action contrary to subparagraphs A. (1) through A. (3) of this section.

- C. An offer will not be considered for acceptance where subparagraphs A. (1), A. (3) or B. of this section have been deleted or modified. Where subparagraph A. (2) of this section has been deleted or modified, the offer will not be considered for acceptance unless offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the Contracting Officer determines that such disclosure was not made for the purpose of restricting competition.

5. 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 total cost to the Government and the responsibility of the offeror.
- C. CCC may accept or reject any or all offers, or portions thereof.

6. PROVISIONS OF CONTRACT

- A. The contract consists of:
  - (1) Contractor's offer.
  - (2) CCC's acceptance.
  - (3) The applicable invitation.
  - (4) This Announcement, including Appendix 1.
  - (5) Articles 32, 48, 66, 75, 76 and 77 of USDA-1.
- B. If the provisions of 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. No other determination or opinion shall be a contract interpretation even if it came from another USDA official.

7. WARRANTY AND COMPLIANCE

- A. It is expressly understood that the NDM sold under this Announcement is restricted for conversion into edible dry acid or rennet casein or dry caseinate. Edible dry casein or caseinate shall comply with all Federal, State and Local laws and regulations including the Federal Food, Drug and Cosmetic Act.

- B. By submitting an offer, the offeror agrees to manufacture all of the NDM into edible casein or caseinate not later than 90 days following the date of the contract, and warrants that the NDM will not be used, distributed or resold for any other purpose. Also, offeror agrees that the manufacture of the NDM into casein or caseinate shall be performed in plants, which are located in the United States and owned by the offeror. CCC retains the right to review or inspect the plant at any time.
- C. Any by-product resulting from the conversion of NDM into casein or caseinate shall become the property of the Contractor together with the responsibility for its disposition in accordance with any applicable food, feed or environmental regulations.
- D. Within 15 calendar days of completing the contract, the contractor shall submit a performance report to CCC indicating the contract number, number of pounds of NDM purchased and pounds of NMD used for conversion into casein or caseinate. The report shall be certified by an officer of the company. The certification must include the following statement: “ This certification is executed 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.” The manufacturer will be responsible to maintain records of inventory, accounting and manufacturing of casein or caseinate produced. CCC retains the right to inspect, review and request these records at any time.
- E. For the purposes of this of this contract, casein and caseinate are defined as follows:
  - 1. Edible dry casein (acid) is the pulverized or unpulverized product resulting from washing, drying or otherwise processing the coagulum resulting from acid precipitation of reconstituted skim milk which has been pasteurized before or during the process of manufacturing.
  - 2. Edible dry casein (rennet) is the pulverized or unpulverized product resulting from washing, drying or otherwise processing the coagulum resulting from coagulation by rennet of reconstituted skim milk which has been pasteurized before or during the process of manufacturing.
  - 3. Edible caseinate is the dry product obtained by combining edible casein or fresh edible casein curd with food grade neutralizing agents and which has been pasteurized before or during the process of manufacture.

## 8. QUANTITY

The weight of each warehouse lot shall be evidenced by the weight shown on the shipping instructions issued by CCC or by the most recent certificates issued by the Dairy Grading Branch, Dairy Programs of USDA’s Agricultural Marketing Service (AMS). If the quantity delivered differs from the quantity contracted for, because the number of containers delivered differs from the number shown on the



above documents, payment will be adjusted on the basis of the contract price per pound, and reimbursement to the Contractor in the case of shortage, or payment to CCC in the case of over-delivery, shall be made promptly. Claims for shortages must be supported by document(s) acceptable to CCC.

#### 9. FINANCIAL ARRANGEMENTS

- A. Within 10 business days after the date of the contract, payment for the commodity must be received in KCCO by one of the following methods:
- (1) Wire transfer of funds from contractor's bank.
  - (2) Certified check or cashier's check made payable to CCC.
  - (3) Irrevocable commercial letter of credit, acceptable to CCC, upon which CCC will draw drafts in accordance with the terms of the letter of credit as deliveries are made.
- B. If payment has not been made within 10 business days after the date of contract, interest at the rate per annum specified in the monthly sales list in effect at the time the offer is accepted by CCC shall be paid by the Contractor to CCC from the end of such 10 day period to the date of payment.
- C. Notwithstanding paragraph 9. B., at the election of CCC, if the Contractor fails to make arrangements for payment in accordance with this section, all of the Contractor's rights under the contract may be terminated by CCC, and CCC may proceed against the Contractor to recover any damages CCC may have sustained.

#### 10. DELIVER, TRANSFER OF TITLE, AND STORAGE COSTS

- A. CCC will deliver the commodity to the Contractor in-store at the named point(s) of storage in the contract as soon as possible after payment is received by CCC. If financial arrangements are by letter of credit, CCC will issue a Notice to Deliver authorizing the release of the commodity to the Contractor in accordance with the terms of the letter of credit. If financial arrangements are other than a letter of credit, CCC will issue to the warehouseman a Notice to Deliver to transfer the commodity to the Contractor once payment is received. The original of the Notice to Deliver will be mailed to the warehouseman and a copy will be mailed to the Contractor. The date of mailing the Notice to Deliver shall be the date of issuance.

- B. CCC shall be responsible for any storage charges accruing up to and including the fifth business day following the date of issuance of the Notice to Deliver or until the NDM is loaded out, whichever is earlier. Any storage, handling, or other warehouse charges accruing thereafter shall be for the account of the Contractor. Notwithstanding the foregoing, any prepaid warehouse charges, including loading-out charges, on any lot of the commodity delivered to the Contractor shall accrue to the benefit of the Contractor.
- C. Title and risk of loss shall pass to the Contractor when the commodity is delivered to the Contractor.

#### 11. FAILURE TO PERFORM, LIQUIDATED DAMAGES AND DEFAULT

- A. NDM, which was acquired under the Milk Price Support Program, is being sold only for the manufacture of edible casein or caseinate under this Announcement. The failure by the Contractor to manufacture edible casein or caseinate from the NDM may result in the purchase by CCC of additional quantities of NDM under the price support program. Since it will be difficult to prove the amount of damage to CCC in the event of breach of the Contractor's warranty herein contained, the Contractor shall pay to CCC by way of compensation as liquidated damages, and not as penalty, the amount by which such sales price is exceeded by:
  - (1) The purchase price paid for the NDM by CCC at the time of purchase, or;
  - (2) The sales price announced by CCC in its Monthly Sales List for the commodity for unrestricted use on the date of the contract, or;
  - (3) Such sales price as stated in the Monthly Sales List on the date of breach of warranty, or;
  - (4) The market price the NDM would have at time of sale as determined by CCC when there is no announced sales price, whichever of the foregoing is the highest. It is mutually agreed that the damages provided for by this paragraph are reasonable estimates of probable actual damages. The Contractor agrees to pay such damages upon demand.
- B. Failure of the Contractor to convert the NDM within the period permitted in Section 7. B. and in accordance with the provisions of that paragraph will cause added administrative costs for the NDM which are not under the direct control of CCC. Since these costs and other possible damages would be difficult, or impossible to compute the Contractor shall pay to CCC by way of compensation as liquidated damages and not as a penalty for each thirty day period of delay or fraction thereof up to a maximum of 90 days at the rate of \$0.20 per 100 pounds net for all NDM not converted into edible dry casein or caseinate.
- C. After 90 days of delay beyond the period permitted in Section 7. B. For conversion, CCC may repossess the NDM and offer it for resale under this

Announcement and in addition to liquidated damages assessed, hold the Contractor liable for any damages sustained by reason of such resale. CCC will return to the Contractor the purchase price for the NDM resold less such damages.

D. If Contractor determines that it will not be able to manufacture into casein or caseinate, the NDM within the period permitted in Section 7.B., Contractor shall inform Contracting Officer as soon as feasible, indicating how soon it expects to be able to manufacture the NDM into casein or caseinate. Each week thereafter until all late manufacturing is complete, Contractor shall inform Contracting Officer how soon in expects to be able to manufacture the NDM into casein or caseinate.

## 12. DISPUTES

- A. Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Office a written appeal addressed to the Board of Contract Appeals, care of the Hearing Clerk, USDA, 1400 Independence Ave., Stop 0601, SW, Washington, D.C. 20250. The decision of the Board of Contract Appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision hereunder of a dispute, if performance under the contract has not been completed by the Contractor or terminated by CCC, Contractor shall proceed diligently with performance of the contract and in accordance with the Contracting Officer's decision.
- B. This "Disputes" section does not preclude consideration of any questions of law in connection with decisions provided for in subparagraph 16. Provided, that nothing in the contract shall be construed as making final the decision of any administrative official, representative, or board, on a question of law.
- C. If an appeal is filed by Contractor from a final decision of the Contracting Officer under this Disputes section denying a claim arising under the contract, simple interest in the amount of the claim finally determined owed by CCC shall be payable to Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date Contractor furnishes to the Contracting Officer his written appeal under this Disputes paragraph, to the date of (1) a

final judgment by a court of competent jurisdiction, or (2) mailing to Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a Board of Contract Appeals.

- D. Notwithstanding 15. C., (1) interest shall be applied only from the date payment was due, if such date is later than the filing of an appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determined Contractor has unduly delayed in pursuing remedies before the Board of Contract Appeals or a court of competent jurisdiction.

### 13. 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.

### 14. INQUIRIES

Inquiries pertaining to this announcement should be directed to:

Kansas City Commodity Office  
Dairy and Domestic Operations Division  
P.O. Box 419205  
Stop 8718  
Kansas City, MO 64141-6205  
816-926-6050

George W. Aldaya  
Director

UNITED STATES  
DEPARTMENT OF  
AGRICULTURE

EFFECTIVE: MAY 2, 2002

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

# **APPENDIX 1**

## **Sales Offer Form**

### **ANNOUNCEMENT RSCS1**

### **Sale of Nonfat Dry Milk**

### **for the Manufacture of Casein or Caseinate**





<b>KC-327-RSCS</b> (05-02) <b>SALES OFFER FORM</b>	ANNOUNCEMENT NO. <b>RSCS1</b>	INVITATION NO.	VENDOR NAME	PAGE <b>2</b>
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2. Price Range: From \$ \_\_\_\_\_ To \$ \_\_\_\_\_ (For Administrative Purposes Only)
3. Total quantity offered \_\_\_\_\_ pounds.
4. Name and location of casein or caseinate manufacturing plant. (if more than one plant attach list on additional page)

\_\_\_\_\_  
(Name) (Address) (City/State/Zip)

5. Timely Performance (Check One)
  - A. The offeror has  has not  paid for all products under contracts with CCC that have a payment due date prior to this bid opening.
  - B. The offeror has  has not  converted all NDM under contracts with CCC that have a conversion deadline prior to this bid opening.

**6. INDEPENDENT PRICE CERTIFICATION**

Check appropriate certification for either subparagraph 4. B. **OR** 4. B. (1) and (2) of Announcement RSCS1.

- B. The offeror is the person in their organization responsible within that organization for the decision as to the prices being offered and has not participated, and will not participate, in any action contrary to subparagraphs A.(1) through A.(3) of Announcement RSCS1; **OR**
- (1) The offeror is not the person in their organization responsible within that organization for the decision as to prices being offered but has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subparagraphs A.(1) through A.(3) of this section, and as their agent does hereby so certify; and
- (2) The offeror has not participated, and will not participate, in any action contrary to subparagraphs A.(1) through A.(3) of Announcement RSCS1.

7. Offeror acknowledges receipt of amendments to **invitation (if applicable)** by entering the amendment number and date.

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

The certifications, warranties, and representations as set forth in this invitation are hereby made.			
IN WITNESS WHEREOF, the undersigned has executed this offer this _____ day of _____, 20_____.			
<b>NAME OF FIRM</b>			
<b>SIGNATURE</b>		<b>TITLE</b>	
Typed Name of the Officer or Employee Responsible for the Offer:			
TYPE OF FIRM (Corporation, Partnership, or Sole Proprietorship)			
ADDRESS			
CITY		STATE	ZIP CODE
E-MAIL ADDRESS		FAX NO.	TELEPHONE NO.
AFTER HOURS CONTACT (Name)		TELEPHONE NO.	

<b>KC-327-RSCS</b> <small>(05-02)</small> <b>SALES OFFER FORM</b>	ANNOUNCEMENT NO. <b>RSCS1</b>	INVITATION NO.	COMPANY NAME	PAGE <b>3</b>
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**MARKET PRICE ADJUSTMENTS**

**INSTRUCTIONS:** Please type.  
 Price changes must indicate an increase or decrease of the original price offered.  
**REPLACEMENT PRICES ARE NOT ACCEPTABLE AND WILL RESULT IN BOTH THE ORIGINAL OFFER AND THE PRICE MODIFICATION BEING CONSIDERED NONRESPONSIVE.**

<b>TO:</b>  USDA-FSA-KCCO Kansas City, MO Attn: DAIRY BID BOX Fax: 816-926-6381	<b>CCC USE ONLY – Bidder No.</b>
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<b>COMPANY NAME</b>	<b>COMPANY LOCATION</b>
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**PLEASE ADJUST THE PRICES AS FOLLOWS:**

LINE	LOCATION/ ITEM NUMBER	PRICE		VENDOR'S USE ONLY Commodity Type
		INCREASE	DECREASE	
Example	ALL LOCATIONS	\$0.10		NDM
1				
2				
3				
4				
5				

<i>The certifications, warranties, and representations as set forth in this invitation are hereby made.</i>	<b>SIGNATURE</b>	<b>DATE</b>
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<b>KC-327-RSCS</b> <small>(06-02)</small> <b>SALES OFFER FORM</b>	ANNOUNCEMENT NO. <b>RSCS1</b>	INVITATION NO.	VENDOR NAME	PAGE <b>4</b>
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**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 information is 7CFR, Chapter 14. The information will be used to evaluate bids to sell processed commodities. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in non-consideration. 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.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-XXXX. The time required to complete this information collection is estimated to average 30 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. RETURN THIS COMPLETED FORM to USDA-FSA-Kansas City Commodity Office.

**NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.