



**UNITED STATES  
DEPARTMENT OF  
AGRICULTURE**

**COMMODITY  
CREDIT  
CORPORATION**

**KANSAS CITY COMMODITY OFFICE  
POST OFFICE BOX 419205  
KANSAS CITY, MO. 64141-6205**

May 20, 2002

**AMENDMENT 2 TO ANNOUNCEMENT VASP1  
PURCHASE OF VALUE ADDED SOY PRODUCTS  
FOR USE IN EXPORT PROGRAMS**

The purpose of this amendment is to:

1. Add the Total Quality Systems Audit (TQSA) Supplier Guidelines requirement.
2. Amend the specification requirements in Section 9 B., for the Soy Flour, Defatted and Textured Soy Proteins tables.

This amendment is effective with contracts awarded on or after May 20, 2002.

George W. Aldaya  
Director

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EFFECTIVE: May 20, 2002

**ANNOUNCEMENT VASP1**

**PURCHASE OF VALUE-ADDED  
SOY PRODUCTS  
FOR USE IN EXPORT PROGRAMS**



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## **VALUE ADDED SOY PRODUCTS**

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**ANNOUNCEMENT VASP1  
PURCHASE OF VALUE ADDED SOY PRODUCTS  
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 value added soy products (hereinafter referred to as soy products 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, the Total Quality Systems Audit (TQSA) Supplier Guidelines, 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

Section 11 of this announcement contains the commercial packaging and marking specifications applicable to the product delivered under this announcement.

## 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) Item 10. Identify the commodities/products the offeror is interested in supplying.
  - (3) Item 19 and 20. Must be an officer of the company.
- B. Offeror must resubmit form SF-129 as necessary when the information requires updating.
- C. 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.
- D. Meet the definitions of a manufacturer or nonmanufacturer as defined below.
  - (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) Nonmanufacturer, means a person that is primarily engaged in the wholesale or retail trade and normally sells the items being supplied to the general public, and will supply the end item of a small business manufacturer or processor made in the United States, or obtain a waiver of such requirement pursuant to 13 C.F.R. 121.406.
- E. 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.

- ✓..F. 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 80 points. However, a result of “0” in any element of the TQSA Report Form TQ-003 would preclude participation in the commodity purchase programs until such time corrective action is implemented and verified as effective. (Element scoring: 0= one (or more) questions with a result of “0”, or four or more questions with a result of “M”.) The Total Quality Systems Audit Suppliers Guidelines setting forth the TQSA requirements may be obtained at the Internet location [www.fsa.usda.gov/daco/TQSA/tqsa.htm](http://www.fsa.usda.gov/daco/TQSA/tqsa.htm) or by contacting the appropriate Contracting Officer. ..✓

### 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**) and must include a signed original and one copy of the offer form. Reproduction of the offer form are acceptable. Appendix 1 to this Announcement must be submitted with the offer form if it was not previously submitted within the calendar year.
- (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 VASP1, (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 or withdrawals of offers may be submitted by letter, express mail, facsimile, or hand delivered.
- (4) Amended 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.
  - (3) 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 changes.

(5) Changes by facsimile must contain the required signatures.

B. Where and When to Submit Offers

(1) Offers, modifications, withdrawals of offers, must be submitted to 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) Whether an offer, modification, or withdrawal is received timely will be determined, in the case of regular mail and express mail, by the time stamp of the Kansas City Commodity Office (KCCO) mailroom.

(3) Offers, modification, or withdrawals of offers must be submitted to:

Kansas City Commodity Office  
Export Bid Box  
Export Operations Division  
P.O. Box 419205 Mail Stop 8738  
Kansas City, Missouri 64141-6205

(4) Users of the various express delivery services are to address correspondence to:

Kansas City Commodity Office  
Export Bid Box  
Export Operations Division  
6501 Beacon Drive Mail Stop 8738  
Kansas City, Missouri 64133-4676  
Facsimile (FAX) Number for Bids: (816) 926-6767

C. Late Submissions, Modifications, and Withdrawals of Bids

(1) Any bid received after the designated time specified for receipt in the invitation will not be considered. Notwithstanding the 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.

(2) Notwithstanding the above, a bid may be withdrawn in person by a offeror or an 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.
- (1) Contractors must deliver the commodity according to the following:
    - (a) Contracts for f.a.s. vessel must be delivered in accordance with Article 56 of USDA-1.
    - (b) Contracts for intermodal plant must be delivered f.o.b. conveyance. Contractors are responsible for obtaining the transportation conveyance and loading the cargo. Steamship lines are responsible for transportation costs to the U.S. port and all charges incurred to load vessel.
    - (c) For intermodal bridge contracts, contractors are responsible for loading cargo and paying for transportation costs to a specific location at the designated U.S. point, named by the steamship line. Contractors are to contact the notify party indicated on the Notice to Deliver and/or the steamship line to obtain the exact location for delivery. Steamship lines are responsible for transportation expenses incurred (if any) to move the transportation conveyance to a U.S. port, unloading the conveyance (including container stuffing charges, where applicable), and all charges incurred to load the vessel.

#### **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, 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	NAICSCODE	SIZE STANDARD (EMPLOYEES)
Soy bean processing	311222	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 “fee 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 Value Added Soy Products**

- (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.
- (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.
- (3) The product must meet the following requirements:

**✓.. Soy Flour, Defatted**

ITEM:	REQUIREMENTS	
	MINIMUM	MAXIMUM
Protein ( N x 6.5) % As is	50	
Moisture, %		9.0
Fat, %		1.5
Crude Fiber, %		3.5
Ash, %		7.0
PDCAAS	0.90	
Carbohydrates ( by Difference)	20	
Standard Plate Count		50,000 ✓..
Salmonella	Negative	
E. Coli	Negative	

### Soy Protein Concentrates

ITEM:	REQUIREMENTS	
	MINIMUM	MAXIMUM
Protein ( N x 6.5) % As is	65	
Moisture, %		6
Fat, %		1
Crude Fiber, %		4.0
Ash, %		6.0
PDCAAS	.95	
Carbohydrates ( by Difference)	20	
Material Through a U.S. Standard 100 Screen	95	
Standard Plate Count		10,000
Salmonella (class)	Negative	
E. Coli	Negative	

### Isolated Soy Protein

ITEM:	REQUIREMENTS	
	MINIMUM	MAXIMUM
Protein ( N x 6.5) % As is	90	
Moisture, %		6
Fat, %		1
Crude Fiber, %		.2
Ash, %		4.5
PDCAAS	.90	
Carbohydrates ( by Difference)	4	
Material Through a U.S. Standard 100 Screen	95	
Standard Plate Count		10,000
Salmonella (class II)	Negative	
E. Coli	Negative	

### Soy Milk Replacers

ITEM:	REQUIREMENTS	
	MINIMUM	MAXIMUM
Protein ( N x 6.5) % As is	25	
Moisture, %		5
Fat, %		25
Crude Fiber, %	NA	
Ash, %		6.0
PDCAAS	.90	
Carbohydrates ( by Difference)	20	
Material Through a U.S. Standard 100 Screen	95	
Standard Plate Count		10,000
Salmonella	Negative	
E. Coli	Negative	

✓..

### Textured Soy Proteins

ITEM:	REQUIREMENTS	
	MINIMUM	MAXIMUM
Protein ( N x 6.5) % As is	50	
Moisture, %		10.0
Fat, %		3
Crude Fiber, %		4.0
Ash, %		6.5
PDCAAS	.90	
Carbohydrates ( by Difference)	20.0	
Standard Plate Count		50,000/gm
Salmonella (class II)	Negative	
E. Coli	Negative	
Granule size	May vary from 1/16 inch to 1/4 inch ✓..	

## 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 9. 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.
- 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. 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.
- D. If contractor becomes TQSA non-compliant after contract is awarded and through execution of contract, the contracting officer may terminate the contract for default. ..✓

## **11. COMMERCIAL PACKAGING AND MARKING SPECIFICATIONS**

- A. In accordance with Article 60 of USDA-1, CCC's contractor will be liable if containers or packaging material do not meet contract requirements.
- B. All containers and packaging materials must be manufactured and assembled in the United States. The components that make up the fabricating materials of the containers and packaging materials must be of U.S. origin to the extent that they are commercially available.
- C. The marking and labeling for commercial products must be in accordance with good commercial practices.
- D. At contractor's option, a statement such as "NOT FOR RETAIL SALE" may be printed on the principal display panel of the food label.
- E. The manufacturer's lot code/lot identification must be shown on the commercial bill of lading.
- F. Container and packaging requirements for commercial products are those used in the current commercial shipping practices for export and must comply with the following unitization requirements:
  - (1) Unless otherwise specified by CCC, all shipments of packaged products must be unitized (palletized and stretch wrapped).



- (2) Pallets must be:
  - (a) Constructed to facilitate the safe handling and transportation of the packaged product, as a unit, without loss or damage.
  - (b) 48 X 40 inches, four-way or partial four-way, and reversible or nonreversible flush stringer.
  - (c) Suitable for use in the shipment of food products.
- (3) Plastic stretch wrap must be:
  - (a) Constructed of a plastic film which is to be stretched a minimum of 50 percent beyond its original length when stretched around the pallet load.
  - (b) Applied as tightly as possible around all tiers of the palletized shipping containers. The shipping containers must be held firmly in place by the stretch wrap.
- (4) Pallet loads must be:
  - (a) Stacked in such a way as to minimize the amount that shipping containers overhang the edges of pallets. (While shipping containers may overhang the edges of pallets, contractors are reminded that they are responsible for the safe shipment and delivery of the product.)
  - (b) Blocked and braced or otherwise loaded into the conveyance in a manner that prevents shifting during transit.
- G. Shipping containers must be marked to show the maximum safe stacking height. It is the responsibility of the contractor in cooperation with the shipping container manufacturers to determine the safe stacking height.

## 12. 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.

### **13. 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.

### **14. 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  
Financial Operations Division, Payment Certification Branch  
Stop Code 8578  
P.O. Box 419205  
Kansas City, MO 64141-6205

- B. The Debt Collection Improvement Act of 1996 amended 31 U.S.C. 3332 to require Federal agencies to convert all Federal payments from checks to electronic fund transfers. Payments may be made directly to a financial banking institution. To receive payments electronically, Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form must be completed. If you have questions or would like these forms mailed to you, contact Financial Operations Division, Payment Certification Branch.

## **15. INQUIRIES**

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

Kansas City Commodity Office  
Export Operations Division  
Stop Code 8738  
P.O. Box 419205  
Kansas City, MO 64141-6205

George W. Aldaya  
Director  
Kansas City Commodity Office