



AMS Master Solicitation for Commodity Procurements – International Programs (MSCP-I)

for International Food Assistance Program Purchases

Effective: November 19, 2025

MSCP-I Updates included in this version, (i.e., changes from the September 29, 2025, version)

General Updates		
Page	Text	Change
6	“This version of the Master Solicitation incorporates RFO FAR provisions and clauses in effect through _____”	Updated to FAC 2025-06

Contract Clauses and Provisions Updated			
The Master Solicitation for Commodity Procurements – International Programs is updated to incorporate all new RFO FAR and RFO AGAR clauses and provisions. Vendors are encouraged to review this document in its entirety.			
Clause/ Provision Number	Clause/Provision Name	Provision or Clause	Change

AMS Master Solicitation for Commodity Procurements – International Programs (MSCP-I) for International Food Assistance Program Purchases

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Master Solicitation for Commodity Procurements for International Food Assistance Programs

I. GENERAL INFORMATION

This solicitation, called the Master Solicitation for Commodity Procurements – International Programs (MSCP-I or “Master Solicitation”), is used by the U.S. Department of Agriculture (USDA), Agricultural Marketing Service (AMS), Commodity Procurement Program (CPP) to provide contract clauses and solicitation provisions applicable to the solicitation of bids and award of contracts for various commodities used in U.S. Government international food assistance programs, such as Food for Peace, Food for Progress, and the McGovern-Dole Food for Education programs. The Master Solicitation also provides general guidance to potential bidders.

CPP will periodically issue invitations for bids (IFB) under this Master Solicitation, available for viewing on the Web Based Supply Chain Management (WBSCM) public procurement page, and through the *Contract Opportunities* domain on www.sam.gov. Bidding and contract related actions, such as viewing WBSCM Purchase Orders (i.e., contracts) and shipping instructions, providing Advance Shipping Notices (ASN), and receipting of goods are performed in WBSCM.

The Master Solicitation will be updated as necessary to incorporate changes in the Revolutionary Federal Acquisition Regulation Overhaul (RFO FAR), Agricultural Acquisition Regulations (AGAR), and AMS policies and procedures. Bidders should not assume that a copy of the MSCP-I, once downloaded for a particular IFB will be applicable for subsequent IFBs. The effective date at the top of the Master Solicitation document will govern which version of MSCP-I is applicable to a particular IFB. *Prior versions of the MSCP-I will be archived and available on the AMS website.*

Awards will be made following the principles in the RFO FAR and AGAR. The IFB will specify the commodity; delivery periods; quantities; closing time for receipt of bids; acceptance date, and any solicitation provisions and contract clauses applicable to the proposed procurement which are in addition to, or different from, those contained in the Master Solicitation. The full texts of the applicable RFO FAR provisions and clauses incorporated into the contract can be found at <https://www.acquisition.gov/far-overhaul>

Commodities purchased by AMS must be a product of the United States (*see clause 4A52.225-70, U.S. Origin Product*). Specifications and program requirements are further defined in the appropriate commodity specification and/or supplement and are incorporated herein.

Offerors are advised to carefully read this Master Solicitation, the applicable IFB, and the applicable commodity requirements document to understand the invitation, evaluation, and award process for CPP commodity acquisitions for international food assistance programs. Failure to do so will be at the offeror’s risk. These documents are incorporated into the contract. Offerors are cautioned that statements made by Government personnel other than the Contracting Officer are not binding on the Government unless confirmed in writing by the Contracting Officer. **Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.**

To be eligible to submit a bid, a company must be approved by the Contracting Officer as meeting vendor qualification requirements. For information regarding how to become a qualified bidder, visit the vendor qualification webpage, or contact the Contracting Officer.

**This version of the Master Solicitation incorporates
New RFO FAR provisions and clauses**

II. CONTRACT CLAUSES

52.204-91 Contractor Identification (NOV 2025)

Definitions. As used in this clause –

Commercial and Government Entity code means –

An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as “CAGE code”); or

An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as “NCAGE code”).

Unique entity identifier means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Unique entity identifier (UEI).* The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(c) *Commercial and Government Entity (CAGE) code.* The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. The Contractor shall request changes to a CAGE code as indicated in the following table.

If the Contractor is...	Then...
Registered in the System for Award Management (SAM)	Initiate the change by updating its SAM registration
Located in the United States or its outlying areas and is not registered in SAM	Submit a change request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and is not registered in SAM	Request a change by contacting the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts) or NSPA (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(d) *Communicating changes.* The Contractor shall communicate any change to its UES or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

52.209-1 Qualification Requirements (Nov 2025)

(a) *Definition.* As used in this clause -

Qualification requirement means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

Name: USDA, AMS, Commodity Procurement Programs
email Address: NewVendor@usda.gov

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name:

Manufacturer's Name:

Source's Name:

Item Name:

Service Identification:

Test Number: *(to the extent known)*

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract will not be delayed to permit an offeror to submit evidence of qualification.

- (f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

452.211-74 Delivery Instructions – Commodity Procurement (Sep 2025)

The Government will issue electronic purchase orders in WBSCM and notify the contractor via email. The contractor must ensure it can receive emails during the contract and maintain an accurate email address on file. The Government is not responsible for email receipt failures due to contractor equipment or software issues. The Government reserves the right to also issue Purchase Orders by alternative methods, including fax or regular mail.

(End of clause)

452.211-75 Advance Shipment Notice (ASN) and Unloading Appointment (Sep 2025)

(a) The Contractor shall enter a WBSCM advanced shipment notice (ASN) on or before the shipment date. Contractors are encouraged to create the ASN as soon as a delivery appointment is scheduled, but no less than 24 hours beforehand. Accurate information must be provided in the ASN, which alerts the recipient agency of the shipment. Advanced shipment notices shall include:

1. Shipper's name
2. Commodity
3. Sales Order or Requisition Number (SO or RN)
4. Units per (SO or RN)
5. Destination
6. Purchase Order Number
7. Ship date
8. Mode of transportation. If truck, anticipated date of arrival.

Note: USDA has provided an excel template in a comma delimited (csv) format that allows the Contractor to upload purchase order line items that will create multiple ASNs.

(b) Creating the ASN does not exempt the Contractor or subcontractor from securing an unloading appointment, which is mandatory for all deliveries.

(c) Delivery appointments shall be scheduled as far in advance of expected delivery as possible, but not less than **72 hours** prior to delivery by contacting a responsible representative at the applicable Purchase Order Item's Ship-to-Address for an unload appointment. Reference the Purchase Order (PO) Number, PO Item Number, and when provided, the Sales Order (SO) Number and SO Item Number for which the appointment is being scheduled. The contractor is fully responsible for any issues caused by failing to schedule or being late for appointments.

(d) The Contractor may deliver early if the recipient agency agrees to accept early delivery, there is no additional cost to the Government, and upon AMS personnel being available to perform any necessary check loading and acceptance requirements, if applicable.

(End of clause)

452.211-80 Regulatory Requirements for Commodities and Packaging – International (Sep 2025)

- (a) The commodity shall conform to the applicable provisions of the “Federal Food, Drug, and Cosmetic Act” (21 U.S.C. 301 et. seq.), as amended, and the relevant regulations, including applicable Food Safety Modernization Act regulations (FSM), and sections in the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act). The contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations related to its performance under this contract.
- (b) All containers and packaging materials must comply with the Coalition of Northeast Governors (CONEG) model legislation. The combined concentration of lead, cadmium, mercury, and/or hexavalent chromium must not exceed 100 parts per million. Concentration levels should be determined using American Standard Testing Materials test methods, as revised or Environmental Protection Agency test methods for evaluating solid waste, S-W 846, as revised.

(End of clause)

452.211-81 Carrying Charges – International (Sep 2025)

- (a) For f.o.b. vessel contracts (excluding bulk oils and tallow), if the Government fails to take delivery by the end of the delivery period for reasons beyond the control of the contractor, the Government will pay carrying charges of 18 cents per metric ton per day. This starts the day after the delivery period ends and continues until the vessel presents a valid Notice of Readiness (NOR). The vessel must have passed all inspections and be ready to load grain. The NOR must be presented during business hours (0900-1600 local time, Monday to Friday, and 0900-1200 Saturday, excluding federal holidays or a holiday listed on the elevator tariff). NORs filed after hours will be considered presented on the next business day.
- (b) For f.o.b. vessel contracts for bulk oil and tallow, if the Government fails to take delivery by the end of the delivery period for reasons beyond the contractor’s control, the Government will pay a premium based on the actual (noncumulative) number of days delivery period is exceeded until the vessel presents the NOR as follows:
 - 1. If exceeded by 1, 2, 3, or 4 days, ½ of 1 percent of the f.o.b. price;
 - 2. If exceeded by 5 or 6 days, 1 percent of the f.o.b. price;
 - 3. If exceeded by 7 or 8 days, 1 ½ percent of the f.o.b. price;
 - 4. If exceeded by more than 8 days, an additional premium of ¼ of 1 percent of the f.o.b. price for each day beyond 8 days.

- (c) If the f.o.b. vessel contract contains multiple prices, the premium shall be calculated on the weighted average of the contract prices.

(End of clause)

452.211-78 Compensation for Delays in Delivery (Sep 2025)

- (a) If the Contractor cannot meet the Not-Later-Than (NLT) delivery date, the Contractor shall notify the Contracting Officer immediately. If the delay is beyond the Contractor's control, they must request an extension at least three days before the NLT date. Failure to submit the request or denial of the extension request will result in liquidated damages per RFO FAR clause 52.211-11. Extension requests submitted after the NLT date or delay requests due to weekends/Federal holidays will not be accepted. The request shall include the following information:
- 1) Applicable, identifiable contract and contract line-item information;
 - 2) Documentation evidencing the event and how that event is beyond the control or negligence of the Contractor;
 - 3) Estimated delivery dates that the product will be delivered, and;
 - 4) Any additional information requested by the contracting officer.
- (b) If a Contractor's product is rejected, they must delivery an acceptable replacement by the NLT delivery date to avoid liquidated damages. If the replacement arrives after the NLT delivery date, liquidated damages will be assessed.
- (c) When deliveries are made by contract carrier or vendor's own vehicle, the date shown on the signed commercial bill of lading will be considered the date of delivery.

(End of clause)

52.211-11 Liquidated Damages- Supplies, Services, or Research and Development (Sep 2000)

NOTE: Liquidated damages are based upon delivery periods for f.o.b. destination contracts and f.a.s. vessel contracts for bags only but based on shipping periods for all others.

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$ (see table below) per calendar day of delay, not to exceed 45 days of delay.

Commodity Liquidated Damages	USDA Commodity Requirement	Rate	Per Net Weight
All Purpose Wheat Flour/Bread Flour Bagged Grain Bulgur Wheat/Soy - Fortified Bulgur Canned Salmon Corn Oil Cornmeal Corn-Soy Blend Plus Dehydrated Potato Products Dried Dairy Ingredients Dry Edible Beans Fortified Poultry-Based Spread High Energy Biscuits Milled Rice/Fortified Milled Rice (bagged) Peas & Lentils Ready-To-Use Supplementary Food Ready-To-Use Therapeutic Food Soy-Fortified Cornmeal Sunflower Seed Oil Super Cereal Plus Value Added Soy Products Vegetable Oil Wheat Soy Blend	(WFBF) (KCBG) (BWSF) (CPS) (CO) (CM) (CSBP) (DPP) (DDI) (DEB) (FPBS) (HEB) (MR) (PL) (RUSF) (RUTF) (SFCM) (SFSO) (SCP) (VASP) (VO) (WSB)	\$ 0.11	Cwt/day
Nonfortified Nonfat Dry Milk-Export	(DME)	\$ 0.45	Cwt/day
Bags	(KCP BAGS)	\$25.00	1,000 bags/day

- (b) If the Government terminates this contract in whole or in part under the Default—Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains shipment/ delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default—Fixed- Price Supply and Service clause in this contract.

(End of clause)

452.211-71 Variation in Quantity (Sep 2025)

- (a) A variation in quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping or packing, or allowances in

manufacturing process, and then only to the extent, if any specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

Zero (0) percent increase

Zero (0) percent decrease.

(End of clause)

52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Nov 2025)

Note: Items marked with an asterisk (*) have been tailored in the addenda below.

(a) *Definitions**. The clause at Federal Acquisition Regulation (RFO FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance**. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes**. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause RFO FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice.* The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment—*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by RFO FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see RFO FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on–

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in RFO FAR part 32 in effect on the date of this contract.

(j) *Risk of loss**. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty**. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence**. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations.*

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record.* This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

Addenda to 52.212-4

(a) Definitions – 52.212-4 Addendum.

(1) When a solicitation provision or contract clause uses a word or term that is defined in the RFO FAR, the word or term has the same meaning as the definition in RFO FAR 2.101 in effect at the time the solicitation was issued, unless—

- (A) The solicitation, or amended solicitation, provides a different definition;
- (B) The contracting parties agree to a different definition;
- (C) The part, subpart, or section of the RFO FAR where the provision or clause is prescribed provides a different meaning; or
- (D) The word or term is defined in RFO FAR Part 31, for use in the cost principles and procedures.

(2) Definitions applicable to this solicitation—

- (i) ***Agricultural commodity*** means commodities and the products of agricultural commodities produced in the United States. A product shall not be produced in the United States if it contains any ingredient that is not produced in the United States, if that ingredient is:

1. Produced in the United States; and
2. Commercially available in the United States at fair and reasonable prices from domestic sources.

(Authority 7 U.S.C. 1732(2), 1736o-1(a), and AGAR 470.103)

- (b) **Commingled product** means grains, oilseeds, rice, pulses, other similar commodities and the products of such commodities, when such commodity or product is normally stored on a commingled basis in such a manner that the commodity or product produced in the United States cannot be readily distinguished from a commodity or product not produced in the United States.
- (c) **Commodity Credit Corporation (CCC)** means a wholly owned government corporation within the U.S. Department of Agriculture (USDA).
- (d) **Federal Holiday** means legal public holidays observed by the Federal Government in accordance with 5 U.S.C. 6103. The Federal Government observes the following days as holidays:

New Year's Day	January 1 st *
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth National Independence Day	June 19 th *
Independence Day	July 4 th *
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th *

*If the date falls on a Saturday, the Government holiday is the preceding Friday. If the date falls on a Sunday, the Government holiday is the following Monday.

- (e) **Free alongside ship (f.a.s.) (f.a.s. named port of shipment)** means a term of sale which means the seller fulfills its obligation to deliver when the goods have been placed alongside the vessel on the quay or in lighters at the named port of shipment. The supplier is responsible for all costs including but not limited to tollage, wharfage, and handling. The buyer bears all costs and risks of loss of or damage to the goods from that point.
- (f) **FGIS** means Federal Grain Inspection Service of the USDA which provides inspection, weighing, and related services on grains, pulses, oilseeds, and processed and graded commodities.
- (g) **F.o.b. vessel** means: for dry bulk cargoes, delivered free of expense to the Government loaded, unsowed and untrimmed, on board the designated conveyance at the USDA-approved port facility specified in the contract; and for liquid bulk cargoes, delivered free of expense to the Government on board the ocean vessel provided by USDA at the named port of shipment specified in the contract.
- (h) **Grain Acquisition Report and Invoice for Related Charges** means: Form KC-228 means a form that is issued by a warehouse operator to CCC in lieu of or in addition to a warehouse receipt.

- (i) **Intermodal plant** means delivered free of expense to the Government loaded on board the carrier-supplied conveyance at the origin point.
- (j) **Intermodal bridge** means delivered free of expense to the Government delivered in transportation conveyance obtained by the vendor to locations where steamship lines have established and published intermodal rates from a U.S. point to a U.S. port and a foreign destination.
- (k) **Instore** means within a USDA-approved warehouse.
- (l) **Lowest-landed cost** means the lowest combined cost of commodity and ocean freight to deliver a commodity to an overseas destination while adhering to cargo preference statutes and regulations.
- (m) **Packaging and containers** include any substance intended for use as a component of materials used in manufacturing, packing, transporting or holding food if such use is not intended to have a technical effect in such food.
- (n) **Plant** is defined as the prime or sub-contractor's facility where an agricultural commodity, or commodity-related item, is manufactured or processed from raw materials into a finished product, assembled from components, or packaged. An offeror's plant location, cited in an offer, must contain at least one of the industrial or manufacturing processes listed above. A local site which accommodates finished product while awaiting analytical test results, staging for shipment consolidation, or loading into shipping containers/trucks/railcars is considered a supplementary extension of the prime or sub-contractor's plant facility.
- (o) **WBSCM Purchase Order or WBSCM PO** means a contract that is accessible in the WBSCM System. **Contract** is defined by RFO FAR, i.e., a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. See RFO FAR 2.101 for the full definition.
- (p) **World Trade Organization Government Procurement Agreement (WTO GPA) country** means any of the following countries: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom.

(b) Inspection/Acceptance –

- (1) **Inspection.** The Government reserves the right to perform quality assurance at source; source includes, but is not limited to, contractor's manufacturing facility, packaging facility, warehouse, in-house laboratory, subcontractor's facilities, etc.
- (2) **Acceptance.** Formal acceptance shall occur when the Government approves the invoice for payment. However, the Government reserves the right to reject, in total or in part, manufacturers lots, sub-lots, production dates or the like when non-conforming product is identified.

(d) Changes – 52.212-4 Addendum.

The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- a. Method of shipment or packing.
- b. Place of delivery.
- c. Time of delivery.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract, unless the contract terms provide for regional delivery pricing that covers cost adjustments. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(j) Risk of Loss – 52.212-4 Addendum

Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon-

- (i) Delivery of the supplies when the goods have been placed alongside the vessel on the quay or in lighters at the named port of shipment, if transportation is f.a.s. (named port of shipment). If the named port of shipment has warehouse/berth/terminal/transload facilities available and contractor's shipment(s) is unloaded into such a facility as named by the ocean carrier rather than placed alongside vessel on the quay or in lighters, then risk of loss to supplies shall pass from the contractor at the point where the supplies come to rest in the warehouse/berth/terminal/ transload facility designated by the ocean carrier;
- (ii) Delivery of the supplies on board the ocean vessel at the named port of shipment specified in the contract, if transportation is f.o.b. vessel;
- (iii) Delivery of the supplies when placed on board the conveyance at named point of origin, if transportation is Intermodal Plant;
- (iv) Delivery of the supplies to the carrier on rail cars, trucks, or carrier- supplied conveyance at the named bridge point, if transportation is Intermodal Bridge;
- (v) Delivery of the supplies to the carrier on rail cars, trucks, or carrier- supplied conveyance at the bridge-port point, if transportation is Intermodal Bridge-Port.
- (vi) Receipt by the Government of a warehouse receipt or a certified Form KC-228 covering supplies being delivered, if delivered Instore.
- (a) Paragraph (a) of this clause shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (a) of this clause shall apply.
- (b) Under paragraph (a) of this clause the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(r) Order of Precedence – 52.212-4 Addendum

Any inconsistencies in the solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Invitation for Bids
- (b) Solicitation provisions
- (c) Contract clauses
- (d) USDA Commodity Requirements
- (e) Other documents, exhibits, and attachments

(End of clause)

452.214-73 Place of Performance – International (Oct 2025)

(a) For f.o.b. vessel bulk grain shipments place of performance shall:

1. Be a federally or state licensed warehouse and be on the Commodity Credit Corporations (CCC)'s List of Authorized Warehouses or have a put through agreement or other means to assure timely delivery through an export elevator on CCC's List of Approved Warehouses, with the ability to load ocean-going vessels and barges from a spout that is physically attached to the storage location.
2. Be a federally or state-licensed warehouse and be on CCC's List of Authorized Warehouses or have a put through agreement or other means to ensure timely delivery through a dockside facility or a floating Mid-stream facility for exporting milled rice or soybean meal.
3. Have the ability to issue or cause to be issued export weight and grade certificates covering the exportation of the product at the location of the elevator. The certificates shall be acceptable to the Federal Grain Inspection Service.
4. Have approved loadout rates for tankers and tween-deckers.
5. If loading is out of the Great Lakes, trans-shipment will be allowed providing the origin of the loading is out of the Great Lakes. The original Laker vessel shall be loaded at the federally or state licensed warehouse and trans-shipped to a larger ocean-going vessel most commonly in the St. Lawrence Seaway.

(b) For Instore bids, be on CCC's List of Approved Warehouse or be recognized members of the grain industry and be otherwise able to furnish negotiable warehouse receipts or certified KC-228's issued from the approved warehouse named in the bid.

(End of provision)

4A52.219-90 The 8(a) Program (June 2021)

For the purposes of contracts made under the 8(a) Program, FAR 19.8, reference to "Contractor," in all USDA contract or purchase order documents, means the 8(a) firm. In accordance with the Partnership Agreement as authorized under FAR 19.800(e), the Small Business Administration (SBA) has delegated

responsibility to USDA for the administration of contracts or purchase orders awarded to 8(a) firms with complete authority to take any action on behalf of the Government under the terms and conditions of the contract. All 8(a) contractors must be on the Qualified Vendors List.

(End of clause)

4A52.219-91 The HUBZone Program (Aug 2022)

- (a) The Government will award contracts to eligible HUBZone small business concerns in accordance with FAR Subpart 19.13, except for price evaluation preference mandated by the provisions of 15 U.S.C. 657a.
- (b) For agricultural commodities procured on the basis of full and open competition for international food aid programs, the price offered by a qualified HUBZone small business concern shall be deemed as being lower than the price offered by another offeror (other than another small business concern), if the price offered by the qualified HUBZone small business concern is not more than 5 percent higher than the price offered by the otherwise lowest, responsive, and responsible offeror.
- (1) The price evaluation preference shall be—
 - (i) 5 percent, for the portion of a contract to be awarded that is not greater than 20 percent of the total volume being procured for each commodity in a single invitation; and
 - (ii) 0 percent for the portion of a contract to be awarded that is greater than 20 percent of the total volume being procured for each commodity in a single invitation.

(End of clause)

452.222-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (Sep 2025)

- a. By entering into this contract, the Contractor certifies that:
 - (1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution, and it will remain compliant for the duration of the contract.
 - (2) Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution, and the Contractor and any subcontractor or teaming partner will not do so for the duration of the contract.
- b. If the Contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, the Contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*, and Executive Order

14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*.

- c. The Contractor affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the Contractor is not eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.
- d. This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.
- e. Submission of a knowing false statement relating to Contractor's compliance with the above requirements and/or eligibility for the contract may subject the Contractor to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.
- f. The Contractor must include the provisions of this clause in all subcontract solicitations
- g. Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate this contract for default.

(End of Clause)

4A52.225-70 U.S. Origin Product (Feb 2025)

- (a) The products of agricultural commodities acquired under this contract must be a product of the United States and shall be considered to be such a product if it is grown, processed, and otherwise prepared for sale or distribution exclusively in the United States (See AGAR 470.103). Ingredients from nondomestic sources will be allowed to be utilized as a United States product if such ingredients are not otherwise: (1) produced in the United States; and (2) commercially available in the United States at fair and reasonable prices from domestic sources.
- (b) All meat shall originate from livestock that are born, raised, and harvested in the United States.
- (c) If the Contractor processes or handles products originating from sources other than the United States, the Contractor must have an acceptable identification and segregation plan for those products to ensure they are not used in commodities purchased under this Master Solicitation—except for commingled products (see paragraph (c)). This plan must be made available to an AMS representative and the Contracting Officer or agent thereof upon request. The Contractor must ensure that the Contractor and any subcontractor(s) maintain records such as invoices, or production and inventory records evidencing product origin, and make such records available for review by the Government in accordance with RFO FAR 52.214-26.
- (d) For commodities that the Department has determined to be generally commingled, a commingled product shall be considered to be a product of the United States if the offeror can establish that the offeror has in inventory at the time the contract for the commodity or product is awarded to the offeror, or obtains during the contract performance period specified in the solicitation, or a combination thereof, a sufficient quantity of the commodity or product that was produced in the United States to fulfill the contract being awarded, and all unfulfilled contracts that the offeror entered into to provide such commingled product to the United States.

However, if the commodity can be readily stored on an identity preserved basis with respect to its country of origin, the Government may require that the commodity acquired under this contract be of 100 percent U.S. origin.

- (e) The Contractor agrees to include this domestic origin certification clause in all subcontracts for products used in fulfilling contracts awarded under this Master Solicitation. The burden of proof of compliance is on the Contractor.
- (f) RFO FAR clause 52.225-5, Trade Agreements incorporated by reference in RFO FAR clause 52.252-2 applies only to packaging and container components. Agricultural commodities and their products are exempt from 52.225-5.
- (g) RFO FAR clause 52.225-5, Trade Agreements incorporated by reference in FAR clause 52.252-2 applies only to packaging and container components. Agricultural commodities and their products are exempt from 52.225-5.
- (h) The Government has determined that the following commodities shall be 100 percent U.S. origin and provided on an identity preserved basis:
Dry beans, peas and lentils.

(End of clause)

4A52.232-70 Contractor Expenses (June 2021)

Unless stipulated otherwise in the contract, all expenses incurred including but not limited to testing, analysis, fumigation, and certification requirements shall be the responsibility of the contractor.

(End of clause)

4A52.232-90 Electronic Invoicing (June 2021)

Electronic invoicing is authorized and required for this contract.

- (a) *Contractor's Advance Shipment Notice (ASN) as invoice.* The ASN entered in WBSCM will serve as the contractor's invoice, i.e., request for payment. Separate entry of an invoice using WBSCM's Supplier Self Service is no longer required.
- (b) *Authorization to pay.* The Government will not review an invoice for payment until all required supporting documentation has been received. In addition to the items in paragraph (2) above, all invoice payments must be supported by a receiving report (proof of delivery). A recipient-entered WBSCM goods receipt will serve as the receiving report. The recipient (receiving official) should enter the goods receipt into WBSCM no later than the 2nd working day after delivery.

(c) *Payment due dates.* The due date for making an invoice payment is as follows—

Upon receipt of a proper invoice for:	Payment must be made as close as possible to but not later than:
<i>Perishable agricultural commodities.</i> As defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C 499a(4)). (This includes frozen fruit and vegetable products).	10 th day after receipt of a proper invoice, unless another day is specified in the contract.
Dairy products. As defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products fall within this classification. Nothing in the Act limits this classification to refrigerated products. If questions arise regarding the proper classification of a specific product, the contracting officer must follow prevailing industry practices in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the contractor making the representation.	10th day after a proper invoice has been received
<i>All other commodities</i>	30 th day after receipt of a proper invoice.

(d) *Supporting documents.* When applicable, contractor shall upload additional supporting documents when submitting their shipment receipt or ASN in WBSCM as follows—

- (1) Goods Receipt, (including attachments, as applicable; see paragraphs (a) through (g) regarding other proof of delivery documents for various delivery bases);
- (2) Required inspection certificates (see paragraphs (a) through (g) for the type of inspection evidence required); and
- (3) Other information required for the applicable delivery basis (outlined in paragraphs (a) through (e) below):
 - (a) For f.a.s. vessel, intermodal plant, intermodal bridge, shipments with acceptance occurring at final contracted destination:
The contractor shall submit the following proof of delivery and/or inspection documents:
 - (i) Commercial Bill of Lading; and
 - (ii) Inspection document such as:
 - (1) Government-issued inspection certificate; or
 - (2) FGIS Official (original) inspection certificates “with handwritten blue ink signature and lot number”; or
 - (a) Certificate of Analysis (COA), original COA including company letterhead with supplier/lab full address, purchase order number, lot number, production date, BUBD, test results with reference to specification min/max, blue ink handwritten signature, company logo in color and company seal/stamp. If product delivered falls within the quality discount table as outlined in the commodity specifications, those factors must be identified by an asterisk on the copies of the COA; and

- (iii) Statement from the contractor certifying fumigation of product, if required; and
- (iv) Proof of delivery as stipulated in the following table:

Delivery Basis	Proof of Delivery
Intermodal plant	A bill of lading, or similar document, showing count and over, short and damage, including documentation of carrier acceptance.
Intermodal Bridge	A bill of lading, consignee receipt, signed by the freight forwarder/ unloading stevedore, as proof of delivery at the intermodal bridge point, or similar document signed by the unloader and receiver showing count and over, short and damage.
F.A.S. Vessel	A WBSCM Good Receipt entered by the freight forwarder/unloading stevedore, or proof of delivery document signed by the unloader or receiver at the FAS position showing count and over, short and damage (e.g., Dock Receipt, Consignee Receipt).

- (b) For f.o.b. vessel shipments-dry bulk cargoes.
The contractor shall submit the following proof of delivery and/or inspection documents, as applicable:
 - (1) Copy of signed and dated on board Ocean Bill of Lading or copy of Mate's Receipt (vessel under and over fills in excess of 5% to be settled in cash at market value determined by the Government on the day following the Bill of Lading date);
 - (2) FGIS Official (original) Export Weight;
 - (3) FGIS Official (original) Clear White Grade Inspection Certificates;
 - (4) FGIS Protein Certificate, if protein analysis is required;
 - (5) FGIS Aflatoxin Certificate, if aflatoxin testing is required;
 - (6) FGIS Vomitoxin Certificate, if Vomitoxin testing is required;
 - (7) FGIS or commercial private laboratory certificate for falling number, if falling number analysis is required; and
 - (8) Fumigation certificate issued by the fumigator and a signed statement on FGIS letterhead attesting that the fumigation was witnessed by a FGIS representative, if required.
- (c) For f.o.b. vessel shipments - bulk oils and tallow, the contractor shall submit the following proof of delivery and/or inspection documents.
 - (1) Copy of signed and dated on board Ocean Bill of Lading or Mate's Receipt;
 - (2) Chemical, analysis certificate issued by a National Oilseed Processors Association or American Fats and Oils Association, Inc. – approved commercial chemist on the chemist's letterhead, which includes
 - (a) The following certification:

“The undersigned hereby certifies that the chemical analysis certificate was issued as a result of the analysis of samples taken by an independent surveyor, and that such chemical analysis was performed in accordance with methods prescribed in the Trading Rules of the National Oilseed Processors Association or American Fats and Oils Association, Inc.”, as applicable;

- (b) A statement that the bulk oil/tallow met the analytical requirements of the specifications as provided in the contract;
- (3) A sampling certificate which includes a statement that the samples were drawn in accordance with American Oil Chemists Society Method C 1-47;
- (4) Survey report of the independent surveyor which must include the weight of the bulk oil/tallow delivered and a certification that the ship's tanks were examined and found suitable for receipt and carriage of the bulk oil/tallow.
- (d) For f.a.s. vessel – bag shipments with acceptance occurring at final contracted destination. The contractor shall submit the following proof of delivery and/or inspection documents:
 - (1) Commercial Bill of Lading; and
 - (2) Proof of delivery as evidenced by a dock receipt, consignee receipt signed by the freight forwarder/ unloading stevedore, as proof of delivery at the f.a.s. position or similar documents signed by the unloader and receiver showing count and over, short and damage.
- (e) For Instore delivery
The contractor shall submit the following proof of delivery and/or inspection documents:
 - (1) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (2) Form KC-228 or negotiable warehouse receipts.

(End of clause)

52.246-11 Higher-Level Contract Quality Requirement (Dec 2014)

- (a) The Contractor shall comply with the higher-level quality standard(s) listed below.
 - 4.0, Quality Management System
 - 5.1, Management Commitment
 - 5.3, Quality Policy
 - 5.5, Responsibility, Authority, Communication
 - 5.6, Management Review (Limited to 5.6.1 and 5.6.2)
 - 6, Resource Management
 - 7.1, Planning of Product Realization
 - 7.2, Customer Related Processes
 - 7.4, Purchasing Process
 - 7.5, Production and Service Provision
 - 7.6, Control, Monitoring and Measuring Devices
 - 8.0, Measurement, Analysis and Improvement
- AMS uses the Federal Grain and Inspection Service (FGIS) Quality Assurance Program for monitoring contractor compliance with standards. Information concerning this program can be found at the website: <https://www.ams.usda.gov/services/fgis/osp/quality-assurance>

- (b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—
 - (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
 - (2) When the technical requirements of a subcontract require—
 - i. Control of such things as design, work operations, in-process control, testing, and inspection; or
 - ii. Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

452.247-73 Seals on Transportation Conveyances (Oct 2025)

(a) Contractors, under the supervision of a USDA Agricultural Marketing Services (AMS) certification agent, when applicable, shall be responsible for placing a seal(s) on all cargo doors of each transportation conveyance upon completion of loading, partial unloading, inspection, or servicing.

(b) Seals must meet the [American Society for Testing and Materials](#) (ASTM) Standard, (F-1157-04, and/or the International Organization for Standards (ISO) 17712-2013. Contractors shall use traceable, tamper-evident commercial seals (ex. flat metal, wire, plastic, etc.) or high security seals (high security bolt, barrier-type, or equivalent device which can only be removed by bolt cutter type tools). Seals shall be sequentially numbered. The contractor or its agent shall provide a sufficient number of traceable tamper-evident seals to ensure security of the load while in route through final destination.

(c) The seal numbers shall be documented on the Bill of Lading, and shipment manifest, certificate, or other delivery documents, as applicable, which must be signed or acknowledged by the carrier or its agent.

(d) It will be the responsibility of the Contractor to provide sufficient number of seals to the carrier service and to ensure that the trailer is sealed after each delivery location (when destined for multiple recipients). The seal number must be recorded on the appropriate delivery document and correspond with the applied seal at the time of arrival at the next destination.

(e) When making deliveries to more than one destination from the same railcar, the quantities required at each stop off must be placed in separate compartments under seal.

- (f) Deliveries will be rejected, in which seals have not been used to secure all cargo doors, if:
- 1. The seal listed on the Bill of Lading does not match the seal number recorded on the Bill of Lading;
 - 2. The seal is broken;
 - 3. The seal is missing, or
 - 4. The seal has been removed prior to the transportation conveyance reaching its unloading point.

(g) A rejected conveyance will only be accepted after a Condition of Container Inspection has been performed by AMS. AMS must subsequently issue a Condition of Container examination worksheet that documents that the food containers meet the applicable U.S. Standards for Condition of Food

Containers. If this inspection is performed at a location other than the contracted delivery point it is the vendor's responsibility to ensure that all cargo doors are sealed, and the seal numbers documented on the vendor's shipping documents.

(h) For frozen products, if the receiver rejects the load, the Contractor shall return the load to its plant or with Contracting Officer approval, arrange for another complete inspection which will include:

1. Inspecting and certifying the product for quality assurance; and
2. COC, checkloading, sealing, and issuing a Certificate of Loading. The new seal number must be recorded, and a new certificate for condition of container must be issued and presented to the receiver. The Contractor is responsible for all costs (freight, re-inspection fees, etc.) associated with the rejected loads.

(i) Conditions of Container Inspections

1. Conditions of Container Inspections arrangements are available by accessing the AMS website at: <https://www.ams.usda.gov/services/sci-contacts>. Please select AMS Federal Inspection Offices at: <https://www.ams.usda.gov/services/sci-contacts/field-inspection-offices>
2. The Contractor is responsible for payment of all fees incurred as a result of a Condition of Container Inspection.

(End of clause)

452.247-75 Miscellaneous Contract Requirements for F.o.b. Vessel Delivery (Oct 2025)

(a) The Government will furnish the contractor at least ten (10) days advance notice of vessel readiness, unless stated otherwise in the IFB/Solicitation.

(b) Contractor must forward original Mate's Receipt to the Government's representative within 48 hours after completion of vessel loading.

(c) If multiple contracts are awarded on an IFB/Solicitation to the same contractor who has designated the same loading berth, the contractor shall complete loading in one continuous berthing. If the contractor elects not to complete loading in one continuous berthing, the contractor will be liable for any charges associated with shifting and reberthing as provided in the Charter Party.

(d) Contractor agrees to load the Government's nominated vessels in rotation with all vessels for loading at the elevator based on when vessels file and are accepted as ready-to-load in all respects. In the event that the contractor, for its own convenience, elects to bypass the Government's nominated vessels to load a vessel which filed and was accepted later than the Government's nominated vessel, such action will be construed as failure or refusal of the contractor to perform.

(e) Contractor will be liable to the Government for any actual damage suffered by the Government resulting from failure or refusal of the contractor to perform, which is not excusable under the default clause of this contract. Such actual damage may include, but are not limited to, the cost of demurrage, inter-port vessel relocation, vessel discharge costs, repurchase costs, and claims by carriers for damages resulting from delays in loading resulting from the commodity not being available for loading, or for delays or slowness of the vessel loading.

(f) The contractor shall submit Advance Shipping Notifications (ASNs) in WBSCM within 24 hours of completion of vessel loading.

(End of clause)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/agar>

The following clauses are incorporated by reference:

FAR Clause Reference Number	Description	Date (Month/Year)
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.204-13	System for Award Management - Maintenance	NOV 2025
52.214-26	Audit and Records – Sealed Bidding	NOV 2025
52.214-27	Price Reduction for Defective Cost or Pricing Data-Modifications-Sealed Bidding	JUN 2020
52.214-28	Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding	NOV 2025
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.226-7	Drug-Free Workplace	MAY 2024
52.232-11	Extras	APR 1984
52.232-18	Availability of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.244-6	Subcontracts for Commercial Products and Commercial Services	NOV 2025
52.246-16	Responsibilities for Supplies	APR 1984
52.247-34	F.o.b. Destination	NOV 1991
52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments	APR 1984
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2025
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	NOV 2025

III. Contract Documents, Exhibits and Attachments

Commodity specifications, including packaging and packing requirements, are available at:
<https://www.ams.usda.gov/selling-food/international-procurement>.

IV. Solicitation Provisions

452.209-70 Past Performance with Regard to Offeror's Present Responsibility (OCT 2025)

(a) Bidders are cautioned NOT to bid or provide offers for quantities in excess of what they can reasonably expect to timely deliver in accordance with the contract.

1. The offeror must certify to timely performance on current contracts and subcontracts in the attribute questions of the IFB/solicitation. The offeror shall notify the Contracting Officer of late deliveries prior to submission of bids. The Contracting Officer will determine if late performance is beyond the control or negligence of the offeror prior to the bid/solicitation closing date. A false certification may result in rejection of the offer, suspension and debarment by USDA, termination of the contract, liability for damages under the provisions of this Master Solicitation, other administrative actions, or criminal prosecution.
2. The Contracting Officer may deem the offeror non-responsible and ineligible to participate in an IFB/solicitation if the offeror or any of their affiliates or subcontractors is delivering late and the late deliveries are not due to causes beyond the offeror's control or negligence.
3. Offerors with deficient past performance may be put on a probationary period, limiting the quantity awarded on a solicitation.
4. Past performance will be considered during the Contracting Officer's responsibility determination using the Contractor's performance for the last three (3) years prior to bid opening of the IFB/solicitation close.

(End of provision)

52.209-7 Information Regarding Responsibility Matters (OCT 2025)

(a) *Definitions.* As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.209-12 Certification Regarding Tax Matters (OCT 2025)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has ☐ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not ☐ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not ☐, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an

installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (NOV 2025)

Note: Items marked with an asterisk (*) have been tailored in the addenda below.

(a) *Submission of offers.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

- (1) The solicitation number;
- (2) The name, address, telephone number of the Offeror;
- (3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
- (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
- (5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
- (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers.** The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) *Debriefings*.^{*} If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

ADDENDA TO 52.212-1

(a) Submission of offers. – Addendum to 52.212-1

See 4A52.214-70 Electronic Submission of Bids.

(b) Period for acceptance of offers. – Addendum to 52.212-1

The offeror agrees to hold the prices in its offer firm through the "Award Notification Date" specified elsewhere in this solicitation.

(e) Debriefing. – Addendum to 52.212-1

Not applicable for invitation for bids.

452.214-71 Electronic Submission of Bids (Oct 2025)

(a) Offers, modifications, and withdrawals shall be submitted electronically via the Web Based Supply Chain Management Computer System (WBSCM). Submission of the aforementioned by any means other than WBSCM will be deemed nonresponsive.

1. WBSCM is available online at: <https://portal.wbscm.usda.gov/>.

2. Links to registration forms, help desk contacts, training courses, system updates, minimum system requirements, etc. is available at: <https://www.ams.usda.gov/selling-food/wbscm>

(b) Prerequisites for creating and submitting a domestic bid response:

1. WBSCM Vendor Registration – If you are unsure whether your company is properly registered, contact the WBSCM help desk, as provided in Section C below. If your company is not

registered in WBSCM, fill out and submit the vendor registration form at the following URL: <https://www.ams.usda.gov/selling-food/wbscm>. Vendors will be notified via email when vendor registration is complete.

2. WBSCM Corporate Administrator Registration - Vendors shall authorize a corporate administrator by submitting a signed copy of the SCM2 form. A person with proper legal authority for the company shall authorize individuals who will serve as:

- i. Primary Corporate Administrator, responsible for:

- A. Registering plants

- B. Creating users - with appropriate roles e.g. Commodity Offer

- C. Assigning users to a plant

- D. Updating user roles, assignments, and plant registration as appropriate, e.g. deleting user as they leave the company.

- ii. Secondary Corporate Administrator

(c) WBSCM Offer Information

1. Work Instruction for Domestic Commodity Bidding offer submission may be found at: <https://www.ams.usda.gov/selling-food/wbscm> under “WI and Follow On Activities.”
2. Prospective contractors are responsible for starting the applicable processes early in the offering period and completing the applicable processes soon enough to ensure that their offer, modification, or withdrawal is received by the exact time specified herein for receipt of offers. Offer submission may include processes, such as registering vendor, authorizing user access and roles, creating eAuthentication account, accepting WBSCM rules of behavior, registering plants, assigning users to plants, saving plant responses, and submitting vendor response (offer).
3. Quantities will be awarded in increments of USDA standard truckload quantities, subject also to the offer’s quantity constraints. Quantity constraints shall be entered in pounds.
4. Constraints - AMS does not allow offerors to enter minimum constraints but allows entering maximum constraints. AMS may award any volume up to the maximum constraints submitted by the offeror. Any minimums submitted will not be accepted.
5. Award(s) documents will be available on the Vendor’s Supplier Self-Service Page in WBSCM by the date specified in the Solicitation.
6. An offer requires timely submission of all plant responses AND a vendor response.

- i. Plant response consists of:

- A. PRICE for applicable items shown herein on the schedule of supplies in the Bid Invitation Item Details Section (see below); and

- B. CERTIFICATION ANSWERS in the Questions section of the RFx Information tab.

- C. **Important:** Submission of the plant response just saves the data entered – the vendor response must also be submitted.

- ii. Vendor response consists of:

- A. Marking that NO CONSTRAINTS apply if vendor can supply the cumulative item quantity offered OR entering quantity CONSTRAINTS to limit the offer to a quantity to less than the cumulative item quantity offered, and

- B. Plant responses – submission of vendor response before the Offer Due Date and Time also physically submits all previously submitted/saved plant responses. Failure to submit the vendor response timely will result in no offer for the applicable solicitation.

7. The offeror must verify the accuracy of their offer/quote. The offer/quote may be printed from the WBSCM portal path Supplier>Bid Management>Vendor Response Log.
8. Bid invitation Item details section:

- i. Hierarchy of Item Numbers (Item) is indicated by progressive indentation:

- Level 1 Material Group,
 - Level 2 Material type and pack size,
 - Level 3 Destination single or multiple stops,
 - Level 4 Details; Material type and pack size, date range product required by postal zip code, quantity, and unit of measure. Railroad information is not available unless shown. Item Offered price is entered at level 4 only. Items will be awarded in increments of truckload sizes.

9. Multiple stop Items:

- i. Are identified by LOT: number, city state/city state in the Tendering text at level 3 of an applicable Item;

- ii. Have up to three stop-offs and a final destination.

10. Offshore Items: Items for delivery to offshore locations require the contractor to arrange and pay for ocean transportation in addition to the land transportation. Offshore examples are Hawaii, Puerto Rico, and the Virgin Islands. Offshore locations are identified by the cities and postal abbreviations shown at the level 3 Item data.

11. AMS will not be responsible for any failure attributed to the transmission of the bid data prior to being accepted and stored in WBSCM including, but not limited to the following:

- i. Any failure of the bidder's computer hardware or software.

- ii. Availability of the bidder's Internet service provider.

- iii. Delay in transmission due to the speed of the bidder's modem.

- iv. Delay in transmission due to excessive volume of Internet traffic.

- v. Offerors are advised to allow sufficient time to input offers on the date of bid opening due to high volume of internet traffic.

12. WBSCM Offer Form. Offers submitted in WBSCM must consist of the following areas:

- i. Response to attribute questions associated with the specific solicitation;

- ii. Offer price(s) on the item number(s) the firm want(s) to be considered for award; and

- iii. Total quantity the company wants to be awarded (constraints in truck-lot or cases).

- iv. All sections of the offer form must be completed, including prices and constraints, prior to final submission in WBSCM.

13. Complete the certifications (attribute questions) using the following as a guide.

- i. Offer is made subject to the Master Solicitation; the applicable Supplement and/or Specification(s), the Solicitation, and FAR/AGAR.

- ii. Timely Performance Certification. All products required under any existing USDA contract(s)/purchase order(s) or subcontract(s) with a not-later-than delivery date prior to this bid opening _____. Choose one:

- A. Have been delivered.

- B. Have not been delivered.

- C. Have not been delivered, but the Offeror has notified the Contracting Officer.

- D. There are no existing contracts.

- iii. Offeror requests HUBZone small business price evaluation preference (YES) (NO). Applies only to firms certified in the Small Business Administration's Historically Underutilized Business Zone program (FAR subpart 19.13).

iv. Furnish name, title, phone number, and e-mail address of person submitting this bid (must be an officer of the company or a person authorized to execute contracts on behalf of the bidder).

Note: There may be additional certification (attribute) questions depending on the material that is being offered on each individual Solicitation/IFB.

(End of provision)

452.214-70 Contract Award – Application of Lowest Landed Cost – International (Oct 2025)

(a) In accordance with FAR 52.214-10(a), the Government will use the following price-related factors to evaluate bids:

1. For commodities purchased for immediate delivery under international food assistance programs, the lowest-landed cost to the Government to deliver the products to the overseas destination(s), or;
2. For commodities purchased for instore delivery, the total cost to the Government including location and storage rates.

(b) With respect to (1) above, as provided in AGAR 470.201 and 470.202, and pursuant to FAR 47.304-3, *Shipments from CONUS for overseas delivery*, the contracting officer reserves the right to reject an offer if the acceptance of another offer for the commodity or related freight when combined with offers for commodities or related freight, result in a lower landed cost to the Government.

(c) Bids for which the Government has not received matching ocean freight offers shall not be considered.

(End of provision)

52.214-3 Amendments to Invitations for Bid (NOV 2025)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) (1) Bidders shall acknowledge receipt of any amendment to this solicitation-

- (i) By signing and returning the amendment;
- (ii) By identifying the amendment number and date in space provided for this purpose on the form for submitting a bid;
- (iii) By letter; or
- (iv) By email, if email bids are authorized in the solicitation.

(2) The Government shall receive the acknowledgement by the time and at the place specified for receipt of bids.

(End of provision)

4A52.219-70 Size Standard and NAICS Code Information

Commodity	(USDA Commodity Requirement)	NAICS Code	Small Business Size Standard	Product Service Code
All Purpose Wheat Flour/Bread Flour Bulgur Wheat/Soy - Fortified Bulgur Cornmeal Corn-Soy Blend Plus Soy-Fortified Cornmeal Super Cereal Plus Wheat Soy Blend	(WFBF) (BWSF) (CM) (CSBP) (SFCM) (SCP) (WSB)	311211	1,050	8920
Milled Rice/Fortified Milled Rice (Bagged) Milled Rice (Bulk) Rice Products	(MR) (KCPG) (RP)	311212	750	8915
Crude or Refined Corn Oil	(BOT)	311221	1,300	8945
Fully Refined Soybean Oil-Bulk Crude Degummed Soybean Oil-Bulk Soybean Meal-Bulk Value Added Soy Products	(BOT) (BOT) (BOT) (VASP)	311224	1,250	8945
Vegetable Oils Sunflower Seed Oil Corn Oil	(VO) (SFSO) (CO)	311225	1,100	8945
Ready-To-Use Supplementary Food Ready-To-Use Therapeutic Food	(RUSF) (RUTF)	311340	1,000	8940
Dehydrated Potato Products	(DPP)	311423	750	8920
Dried Dairy Ingredients	(DDI)	311514	1,000	8910
Tallow	(BOT)	311613	750	8945
Fortified Poultry-Based Spread	(FPBS)	311615	1,250	8935
Canned Salmon	(CPS)	311710	750	8925
Peanut Products	(PP)	311824	850	8925
Bags	(KCP BAGS)	314910	500	8105
Bagged Grain Dry Edible Beans Grain (Bulk) Peas & Lentils	(KCBG) (DEB) (KCPG) (PL)	311999	700	8915

North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed above. The small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(End of provision)

52.216-1 Type of Contract (NOV 2025)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of provision)

52.219-1 Small Business Program Representations (NOV 2025)

(a) *Definitions.* As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in [13 CFR 126.200](#), is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) ([13 CFR 126.103](#)).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more

women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.

(2) The small business size standard is _____ *[insert size standard]*.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.*

(1) The offeror represents as part of its offer that—

(i) it ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.*]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it ☐ is, ☐ is not a women-owned small disadvantage business concern.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.*]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.*]

(5) *SDVOSB joint venture eligible under the SDVOSB Program.* [*Complete only if the offeror is certified as a SDVOSB concern.*] The offeror represents as part of its offer that it ☐ is, ☐ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.*]

(6) *HUBZone joint venture eligible under the HUBZone Program.* [*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that it ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____.*] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice.* Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

- (1) Punished by imposition of fine, imprisonment, or both;
- (2) Subject to administrative remedies, including suspension and debarment; and
- (3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219- Equal Low Bids (NOV 2025)

(a) This provision applies to small business concerns only.

(b) The bidder’s status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of Provision)

452.222-70 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification (Sep 2025)

- (a) By submission of its offer, the offeror certifies that:
 - (1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
 - (2) Neither it nor any proposed subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution.
- (b) If the offeror participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but

not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, by submission of its offer, the offeror certifies that it is compliant with those laws, including requirements set forth in Executive Order 14168, *Defending Women from Gender Ideology Extremism and Restoring Biological Truth to Federal Government*, and Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*.

- (c) The offeror affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the offeror will not be eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.
- (d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.
- (e) Submission of a knowing false statement relating to offeror's compliance with the above requirements and/or eligibility for the contract may subject the offeror to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.
- (f) Failure on the part of the offeror or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate the contract for default.

(End of Provision)

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitations provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that may be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses:

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/agar>

The following provisions are incorporated by reference:

FAR Provision Reference Number	Description	Date (Month/Year)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2025
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	SEP 2025
52.204-7	System for Award Management – Registration	NOV 2025
52.214-4	False Statements in Bids	APR 1984
52.214-5	Submission of Bids	NOV 2025
52.214-6	Explanation to Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 2025
52.214-10	Contract Award-Sealed Bidding	JUL 1990
52.214-22	Evaluation of Bids for Multiple Awards	MAR 1990
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.232-15	Progress Payments Not Included	APR 1984
52.233-2	Service of Protest	NOV 2025