AMS Master Invitation for Bids Domestic Commodity Procurement (MIFB-D)

For Domestic Food Distribution Program Purchases

Effective: April 7, 2026

USDA, Agricultural Marketing Service
Commodity Procurement Program

MIFB-D Updates included in this version, (i.e., changes from the November 19, 2025, version.

Contract Clauses and Provisions Updated			
Clause/ Provision Number	**Clause/Provision Name**	**Provision or Clause**	**Change**
AGAR Updates			
4A52.225-70	U.S. Origin Products	C	This clause is removed and replaced with 452.225-70 U.S. Origin Products - Domestic and International
452.222-71	Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance	C	This clause is removed and replaced with 452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance
452.204-70	Modification for Contract Closeout	C	This clause is added.
452.222-70	Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification	P	This provision is removed and replaced with 452.203-70 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification
Other Updates			
52.219-28	Postaward Small Business Program Rerepresentation	C	This clause is added. It is incorporated by reference.
52.252-2	Clauses Incorporated by Reference	C	Multiple clauses that were previously included in full text are now incorporated by reference.
52.252-1	Solicitation Provisions Incorporated by Reference	P	Multiple provisions that were previously included in full text are now incorporated by reference.
Title of Document	The title of this document is updated from Master Solicitation for Commodity Procurement (MSCP-D) to Master Invitation for Bid for Domestic Commodity Procurement (MIFB-D). This is updated throughout the document.		
General Information	- All references to "RFO FAR" are updated to "FAR". - The following statement was removed: To submit bids, a company must be approved by the Contracting Officer as meeting vendor qualification requirements. For information regarding how to become a qualified bidder, visit http://www.ams.usda.gov/commoditypurchasing, or contact the Contracting Officer.		
II. Contract Clauses	The following information is added**:** **Federal Acquisition Regulation (FAR) and United States Department of Agriculture Acquisition Regulation (AGAR) Clauses and Provisions** The clauses and provisions contained herein are applicable to any contract or order awarded		

	as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the contract or order constitutes acceptance of all terms and conditions contained herein. As part of the Revolutionary FAR Overhaul (RFO), system updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM

Contents

I. GENERAL INFORMATION

This Master Invitation for Bids for Commodity Procurements–Domestic Programs (MIFB-D, or “Master Invitation for Bids”), is used by the U.S. Department of Agriculture (USDA), Agricultural Marketing Service (AMS), to provide contract clauses and solicitation provisions applicable to the solicitation of bids and award of contracts for various commodities for use in domestic food distribution programs, such as the National School Lunch Program, Commodity Supplemental Food Program, Food Distribution Program on Indian Reservations, and The Emergency Food Assistance programs. The Master Invitation for Bids also provides general guidance to potential bidders and/or offerors.

USDA will periodically issue solicitations under this Master Invitation for Bids to purchase agricultural commodities and the products thereof (USDA Foods) for distribution through domestic food distribution programs. USDA Foods under this contract must be a product of the United States (see clause 452.225-70 U.S. Origin Product). Specifications and program requirements are further defined in the appropriate commodity specification and/or supplement and are incorporated herein.
The Master Invitation for Bids is updated as necessary to incorporate changes in the Federal Acquisition Regulation (FAR), Agricultural Acquisition Regulations (AGAR), and AMS policies and procedures. Bidders should not assume that a copy of the Master Invitation for Bids, once downloaded for a particular IFB, will be applicable for subsequent IFBs. The effective date at the top of the Master Invitation for Bids document governs which version of the Master Invitation for Bids is applicable to particular solicitation/invitations for bids (IFB).

Awards will be made following the principles in the FAR and AGAR. The IFB will specify the commodity; delivery periods; destinations; quantities; the 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 Invitation for Bids. The full texts of the applicable FAR provisions and clauses incorporated into the contract can be found at https://www.acquisition.gov/far/part-52.

Offerors are advised to carefully read this Master Invitation for Bids, the applicable IFB, and the applicable commodity specification/requirements and/or supplement. Failure to do so will be at the offeror’s risk. These documents are incorporated by reference 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.

Offer prices will be either f.o.b. (or f.a.s. vessel) at the destinations listed in the applicable IFB or on a shipping point basis. If f.o.b. destination, bids will be invited on a purchase unit basis or multiples thereof, except that from time to time the IFB will indicate two or more destinations in a line item which will require a split delivery (drop) at each destination. Delivery by either trucks or railcars is at the option of the Contractor except for those destinations which specify the method of delivery. If f.o.b. origin, delivery of the commodity will be made either f.o.b. railroad cars or trucks or in-store at USDA’s option, at the shipping points named in the IFB.

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. WBSCM is available online at: https://portal.wbscm.usda.gov/. See provision 4A52.214-1

This version of the Master Invitation for Bids incorporates FAR clauses and provisions in effect through FAC 2025-06.

II. CONTRACT CLAUSES

Federal Acquisition Regulation (FAR) and United States Department of Agriculture Acquisition Regulation (AGAR) Clauses and Provisions

The clauses and provisions contained herein are applicable to any contract or order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the contract or order constitutes acceptance of all terms and conditions contained herein.

As part of the Revolutionary FAR Overhaul (RFO), system updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM

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 this/these address(es): https://www.acquisition.gov/

(End of clause)

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

Addenda to 52.212-4

(a) Definitions – 52.212-4 Addendum.

a. When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in 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 FAR where the provision or clause is prescribed provides a different meaning; or

(D) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

b. Definitions applicable to this solicitation—

“Agricultural Commodity” or “USDA Food” means a product grown, processed, and otherwise prepared for sale or distribution exclusively in the United States except with respect to minor ingredients (See AGAR 470.103(b)). 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. See clause **452.225-70**, *U.S. Origin Product.*

"Federal Holiday" means legal public holidays observed by the Federal Government in accordance with 5 USC 6103. The Federal Government observes the following days as holidays:

New Year's Day	January 1st*
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 19th*
Independence Day	July 4th*
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th*

*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.

"United States" includes the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territories of the Pacific Islands.

"WBSCM" means USDA's Web Based Supply Chain Management system which shall be used by the contractor and the Government for applicable contract transactions, as determined by the Government. USDA will provide the system at no charge for appropriate use by the contractor. WBSCM terminology, requirements, and processes shall automatically apply to the contract, as applicable. In the event of a conflict between WBSCM and FAR/AGAR terminology, FAR/AGAR terminology shall take precedence.

"WBSCM Purchase Order" or "WBSCM PO" means a contract that is accessible in the WBSCM system. "Contract" is as defined by FAR, i.e., a mutually binding legal relationship obligating the seller to furnish the supplies or services and the buyer to pay for them. (See FAR 2.101 for the full definition.)

(b) Inspection/Acceptance – 52.212-4 Addendum.

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. The Government reserves the right to completely or partially reject or revoke acceptance of non-conforming product (manufacturers lots, sub-lots, production dates or the like) either before or after formal acceptance occurs.
3) Non-Compliance. Regardless of whether formal acceptance has occurred, the Government may enforce any and all contract terms upon learning that the contractor has violated such terms, including, but not limited to, the requirement in 4A52.225-80 U.S. Origin Verification and Tracebacks to confirm 100 percent domestic origin.

(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.

(o) Warranty – 52.212-4 Addendum.

(1) Liability for Losses Due to Deterioration or Spoilage

The Contractor shall reimburse USDA for all losses due to deterioration or spoilage sustained by USDA for which the Contractor is responsible, but only if such losses are discovered within a reasonable time, as determined by USDA, after delivery. The Contractor agrees to reimburse USDA for such losses within 10 days after date of billing by USDA. That part of the commodity as to which USDA makes a claim based on deterioration or spoilage shall be held by USDA subject to disposition instructions of the Contractor (unless the nature of the deterioration or spoilage is such as to require condemnation and destruction as determined by USDA or its authorized representative) but need not be held by USDA in excess of 30 days after USDA sends notice of such claim to the Contractor. In lieu of reimbursing USDA, the Contractor may replace the deteriorated or spoiled commodity with an equal quantity of commodity which conforms to all contract requirements and specifications, if such replacement is agreed to by USDA.

(2) Liability for Losses Due to Product Recalled for Health or Safety Risk

In the event the commodity or product is recalled due to a health or safety risk, the Contractor is responsible for all costs associated with removal and replacement of recalled commodities or products, and reimbursement of State and local costs incurred as a result of the recall, as outlined in the Food and Nutrition Service's (FNS) Commodity Hold and Recall Process. A copy of this report can be obtained at: https://fns-prod.azureedge.us/sites/default/files/resource-files/Responding_Food_Recall_FNS_05302014.pdf. These costs include, at a minimum, storage, transportation, processing, and distribution of the commodities or products.

(r) Order of Precedence – 52.212.4 Addendum
Contracts issued pursuant to this Master Solicitation also incorporate the following documents as part of the contract: the applicable solicitation; the applicable commodity specification and/or supplement; the Contractor's offer; and the contract/WBSCM Purchase Order. If the contract documents are inconsistent or contradictory, the following order of precedence will prevail giving precedence in the following order:

a. Solicitation,
b. Master Solicitation,
c. Commodity Specification and/or Supplement,
d. Other documents, exhibits, and attachments.

(end of Addenda)

Clauses Incorporated by Reference

Number	Title	Date
52.203-6 with Alt I	Restrictions on Subcontractor Sales to the Government	Jun-20
52.203-13	Contractor Code of Business Ethics and Conduct	Nov-21
52.203-17	Contractor Employee Whistleblower Rights	Nov-23
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan-17
52.204-13	System for Award Management Maintenance	Nov-25
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Sep-25
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Sep-25
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Sep-25
52.219-6	Notice of Total Small Business Set-Aside	Nov-25
52.219-8	Utilization of Small Business Concerns	Nov-25
52.219-9 with Alt I	Small Business Subcontracting Plan, with Alternate I	Nov-25
52.219-14	Limitations on Subcontracting	Nov-25
52.219-16	Liquidated Damages—Subcontracting Plan	Nov-25
52.219-28	Postaward Small Business Program Rerepresentation	Nov-25
52.219-33	Nonmanufacturer Rule	Nov-25
52.222-3	Convict Labor	Nov-25

52.222-19	Child Labor—Cooperation with Authorities and Remedies	Nov-25
52.222-35	Equal Opportunity for Veterans	Nov-25
52.222-36	Equal Opportunity for Workers with Disabilities	Nov-25
52.222-37	Employment Reports on Veterans	Nov-25
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Nov-25
52.222-50	Combating Trafficking in Persons	Nov-25
52.223-23	Sustainable Products and Services	Nov-25
52.225-1	Buy American-Supplies	Nov-25
52.225-5	Trade Agreements	Nov-23
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	May-24
52.229-12	Tax on Certain Foreign Procurements	Jul-25
52.232-11	Extras	Apr-84
52.232-29	Terms for Financing of Purchases of Commercial Products and Commercial Services	Nov 2021
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	Oct-18
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Mar-23
52.233-3	Protest After Award	Sep-25
52.233-4	Applicable Law for Breach of Contract Claim	Sep-25
52.240-91	Security Prohibitions and Exclusions	Nov-25
52.242-13	Bankruptcy	Jul-95
52.242-15	Stop-Work Order	Aug-89
52.242-17	Government Delay of Work	Apr-84
52.244-6	Subcontracts for Commercial Products and Commercial Services	Nov-25
52.246-15	Certificate of Conformance	Apr-84
52.247-34	F.o.b. Destination	Jan-91
52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments	Apr-84
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels--Alternate II	Nov-21
52.253-1	Computer Generated Forms	Nov-25

AGAR Clauses

452.203-71 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance (Dec 2025)

a) By entering into this contract, the Contractor certifies that:

   e. 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.

f. 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)

4A52.204-81 Use of Electronic Data Interchange (EDI) or Other Automation Technologies (June 2021)

(a) In the event that Electronic Data Interchange (EDI) functionality or other automation technologies such as Robotics Process Automation is utilized to facilitate electronic transactions between USDA and its contractors, it is the sole responsibility of the Contractor to ensure accuracy of electronically transferred data from WBSCM. The Government's WBSCM System shall serve as the system of record for all data exchanged or retrieved.

(b) The Government shall not be liable to the Contractor for any delay or failure associated with EDI or other automation technologies. The Contractor's use of this service is at the Contractor's sole risk. For electronic or automated services provided by WBSCM to the contractor, the services are provided on an "as is" and "as available" basis. For electronic or automated services provided by the contractor that interact with the WBSCM system, the USDA is not responsible for any costs incurred by the contractor related to the development, test or support of the services. The Contractor shall be responsible for all fees associated with EDI. The Contractor is responsible for the confidentiality and security of its systems, interfaces, interconnections, and any documents that the customer receives from The Government pursuant to the contract.

(c) The Government reserves the right to restrict, refuse, or cancel any participation in EDI services.

(End of clause)

452.204–70 Modification for Contract Closeout (Nov 2025)

a) If unliquidated funds in the amount of $1000 or less remain on the contract, the Contracting Officer (Contracting Officer) shall issue a unilateral modification for deobligation. The contractor will receive a copy of the modification but will not be required to provide a signature. The Contracting Officer shall immediately proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

b) Upon contract closeout for contracts utilizing SAP: if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and will be required to provide a signature. (The Contracting Officer may also request a "Contractor Release of Claims" be completed by the contractor, although not required for contracts and orders using SAP.) If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 60 days, the Contracting Officer shall release the modification as unilateral and proceed with contract close-out upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

c) Upon contract closeout for contracts utilizing anything other than cost reimbursement, if unliquidated funds of more than $1000 remain on the contract, the Contracting Officer shall issue a bilateral modification for deobligation. The contractor will receive a copy of the modification and a ''Contractor Release of Claims'' and will be required to provide a signature on both forms. If the bilateral modification and Release of Claims are not returned to the Contracting Officer within 120 days, the Contracting Officer shall release the modification as unilateral and proceed with contract closeout upon completion of the period of performance, receipt and acceptance of supplies or services, and final payment.

(End of Clause)

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

(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 per calendar day of delay, not to exceed 45 days of delay, at the following rates:

Commodity	Rate	Per Net Weight
Animal Slaughtering (except Poultry) (Fine Ground/Coarse Ground Beef/Beef Patties/Pork Products) Canned Dried Beans / Canned Fruit / Canned Juice / Canned Vegetables Canning, Specialty (Canned Beef Chili without the beans/Beef Stew) Chicken Products / Chicken Bulk / Turkey Products Corn Syrup Dehydrated Products, Dried Fruit Dry Beans / Legumes Eggs Products Frozen Fruit/ Frozen Juice/ Frozen Vegetables Nuts, Roasted Peanuts, Raw Shelled Perishable Prepared Food Manufacturing (Fresh Fruits and Vegetables, Fresh Sliced Apples, Baby Carrots, etc.) Seafood Products Preparation and Packaging (Fresh and Frozen Seafood)	$0.0025	Lb/day
Bakery Flour Products Bakery Flour Mix Corn Products Wheat Flour Whole Wheat Pancakes Whole Wheat Tortillas	$ 0.15	Cwt/day
Rice Products Wild Rice	$ 0.20	Cwt/day
Crackers (Saltine) Instant Rice Baby Cereal Pasta Product Macaroni and Cheese	$ 0.30	Cwt/day
Processed Cereal Products Vegetable Oil Products	$ 0.35	Cwt/day
Milk, Fresh Fluid	$ 0.30	Cwt/day
Butter Cheese (Bulk) Cheese (Processed) Evaporated Milk Fortified R-T-E Cereals Infant Formula Instant Nonfat Dry Milk Mozzarella Cheese Non-fortified Nonfat Dry Milk Non-fortified Nonfat Dry Milk-Export Peanut Products Sunflower Seed Butter Ultra High Temperature Milk Yogurt	$ 0.45	Cwt/day

(b) If the Government terminates this contract in whole or in part under 52.212-4 paragraph (m) *Termination for cause*, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains 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 52.212- 4 paragraph (f) *Excusable delays* in this contract.

(End of clause)

452.211-74 Delivery Instructions – Commodity Procurement (Sept 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 (Sept 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)

452.211-76 Regulatory Requirements for Commodities and Packaging (Sept 2025)

(a) The commodity shall (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 (FSMA), 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 meet FDA requirements for safe contact with food. The contractor must maintain documentation from the manufacturer to verify compliance with these requirements. Packaging and container materials from foreign countries shall not display country of origin labeling, such as "Made in [Foreign Country]" or "Product of [Foreign Country]."

(c) All containers and packaging materials must comply with 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 of Testing Materials test methods, as revised or Environmental Protection Agency test methods for evaluating solid waste, S-W 846, as revised.

(End of clause)

452.211-77 Commodity/Packaging Labeling Requirements (Sept 2025)

(a) USDA Foods products must comply with all applicable FDA labeling requirements: https://www.fda.gov/media/81606/download and any additional features outlined in USDA Product Specifications & Requirements: https://www.ams.usda.gov/selling-food/product-specs.

1. Any deviations from the labeling requirements in this section must be approved by the Contracting Officer, in writing, prior to start of production.
2. Primary packaging labels or shipping containers with missing or incorrect information must be corrected before the product can be shipped.

(b) PRIMARY PACKAGING (Immediate Container):

1. FDA/USDA defines minimum label information on primary packaging:
   i. Company name
   ii. Company/Plant location or FSIS establishment number.
   iii. Food item
   iv. Ingredient list
   v. Allergen statement, as applicable
   vi. Nutrition Facts Panel (except for foodservice pack products)
   vii. Traceability code (see below)
   viii. Cooking/heating/handling instructions, as applicable
2. Commercial labels must be the processor's own retail label (e.g., commercially available off-the-shelf). Distributors' labels are not allowed. If the vendor lacks a retail/consumer sales label, refer to the minimum color requirements, exclusive of the package color, in the commodity specifications. For products where the primary container hides the product, the label shall provide a visual representation of the food.
3. Traceable Product Codes. Labeling and packaging shall meet all FDA and USDA requirements and include a traceable product code for recalls. The identification system must distinguish products made for USDA contracts from non-USDA products if the same commercial label is used for both.
4. Nutrition Facts, Ingredients and Allergen statements. Consumer and individual sized containers must include a Nutrition Facts Panel, ingredients, and allergen statement. The ingredient statement must be listed separately from the name of the product, even for single-ingredient foods (e.g., Ingredients: ___). The allergen statement must comply with the Food Allergen Labeling and Consumer Protection Act (FALCPA) and the Food Allergy Safety, Treatment, Education, and Research Act (FASTER Act) which define milk, eggs, fish, Crustacean shellfish, tree nuts, wheat, peanuts, soybeans, and sesame as well as any food ingredient that contains protein derived from one of these foods, with the exception of highly refined oils, as "major food allergens."; e.g. Contains:

(c) Reporting Product Information to GS1 Global Data Synchronization Network (GDSN). Contractors are required to report product information to GS1's Global Data Synchronization Network (GDSN) for a select number of items purchased for the National School Lunch Program. The items that must be reported to GS1 GDSN are in the *List of Required Products for GS1 GDSN Reporting*, found at https://www.ams.usda.gov/selling-food/gs1-gdsn-overview. Contractors must report product information to GS1 GDSN within 20 days of receiving a contract award, if the contract includes items on the *List of Required Products for GS1 GDSN Reporting*.

Note: USDA may request nutrition information, ingredient and allergen statements, and Child Nutrition Program crediting information for USDA Foods products that are not on the *List of Required Products for GS1 GDSN Reporting*. Contractors must provide this information through branded product information sheets, product brochures, or label images upon request.

(d) SHIPPING CONTAINERS:

1. Shipping containers/carton labels must include:
   i. USDA Material code
   ii. Purchase order number
   iii. Company name
   iv. Company/Plant location or FSIS establishment number
   v. Food item
   vi. Ingredient list
   vii. Allergen statement, as applicable
   viii. Nutrition Facts Panel (foodservice pack products only)
   ix. Traceability code
   x. UPC symbol/code (see below)
   xi. USDA Shield, when applicable
2. Labeling and marking information must be water-fast, non-smearing, of a contrasting color, clear and readable.
3. Information shall be preprinted, stamped, stenciled, or applied with a self-adhesive label on each shipping container. Refer to specification documents for sample layouts.
4. Nutrition Facts, Ingredients and Allergen statements must be included on shipping containers when not required on the primary package. The ingredient statement must be listed separately from the name of the product, even for single-ingredient foods (e.g., Ingredients: ___). The allergen statement must comply with the Food Allergen Labeling and Consumer Protection Act (FALCPA) and the Food Allergy Safety, Treatment, Education, and Research Act (FASTER Act) which define milk, eggs, fish, Crustacean shellfish, tree nuts, wheat, peanuts, soybeans, and sesame as well as any food ingredient that contains protein derived from one of these foods, with the exception of highly refined oils, as "major food allergens."; e.g. Contains:
5. UPC symbols/codes
   i. The UPC, symbol and code, called Interleaved 2 of 5 (I 2/5), must appear on each shipping container. The complete code, including the check digit, must be printed in machine and human-readable form. The start and stop indicators will be included in the bar codes. Printing, readability, and scanability of the bar code must be in accordance with UPC guidelines published by:
   GS1 US Corporate Headquarters
   Princeton Pike Corporate Center
   1009 Lenox Drive, Suite 202

Lawrenceville, NJ 08648
Phone: 609.620.0200
https://www.gs1us.org/what-we-do/about-gs1-us

ii. USDA will provide unique processor identification codes for commodity contracts. This applies only to non-manufacturers of fruit and vegetable products without a corresponding commercial retail product.

(e) Obliteration of Markings. The contractor shall prevent the appearance of these containers in commercial channels. Containers bearing Government contract markings, filled or unfilled, may cause the Government to incur expense in determining whether commodities have been diverted from authorized use and in answering inquiries. In cases of rejected products, overruns, or misprints, the contractor must obliterate official USDA markings that identify the container as part of a Government contract.

(f) Inventory Control Information. The processor may add inventory control information (including barcodes) on the shipping container, provided it does not cover or conflict with labeling requirements.

(End of clause)

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

(a) If the Contractor cannot meet the Not-Later-Than (NLT) delivery date, they shall notify the Contracting Officer immediately. If the delay is beyond the Contractor's control, they must request an extension at least three business days before the NLT date. Failure to submit the request or denial of the extension request will result in liquidated damages per 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 deliver 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)

452.211-79 Unitization Requirements (Sept 2025)

(a) Unless otherwise specified by the Government, all shipments of packaged products shall be unitized (palletized and stretch wrapped).
   1. Pallets shall be:
      i. Constructed to facilitate the safe handling and transportation of the packaged product, as a unit, without loss or damage.
      ii. A Number 2, four-way, reversible flush stringer with no broken runners or slats.
      iii. Suitable for use in the shipment of food products.

2. Plastic stretch wrap shall be:
    i. Constructed of a plastic film which is to be stretched a minimum of 50 percent beyond its original length when stretched around the pallet load.
    ii. Applied as tightly as possible around all tiers of the palletized shipping containers. The shipping containers shall be held firmly in place by the stretch wrap.

3. Pallet loads shall be:
    i. Stacked in such a way as to minimize the amount that shipping containers overhang the edges of pallets.
    ii. Blocked and braced or otherwise loaded into the conveyance in a manner that prevents shifting during transit.
4. If pallet exchange is desired, the contractor shall arrange for pallet exchange with consignees. USDA is in no way responsible for arrangement of pallet exchange.

(end of clause)

4A52.219-80 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)

4A52.219-81 The HUBZone Program (Jan 2022)

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.

For agricultural commodities procured on the basis of full and open competition for domestic 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 10 percent higher than the price offered by the otherwise lowest, responsive, and responsible offeror.
The price evaluation preference shall be—

- (i) 10 percent, for the portion of a contract to be awarded that is not greater than 25 percent of the total volume being procured for each commodity in a single invitation;
- (ii) 5 percent, for the portion of a contract to be awarded that is greater than 25 percent, but not greater than 40 percent, of the total volume being procured for each commodity in a single invitation; and
- (iii) 0 for the portion of a contract to be awarded that is greater than 40 percent of the total volume being procured for each commodity in a single invitation.

(End of clause)

452.225-70 U.S. Origin Product - Domestic and International (Dec 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 contract—except for commingled products (see paragraph (d)). 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 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 Invitation for Bids. The burden of proof of compliance is on the Contractor.

f) 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.

g) 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)

4A52.225-80 U.S. Origin Verification and Tracebacks (July 2025)

a) When requested, contractors will make all paperwork available to USDA that confirms 100% domestic origin traceback from the destination to the origin orchard/field/vineyard/farm/etc., including all steps in the process.

b) If the Government determines that the contractor has failed to provide complete traceback documentation, the Government may, in lieu of actual damages, assess liquidated damages as specified below.
   - 3% of the contract price of all orders associated with the failed traceback.

c) Incomplete U.S. Origin Verification is deficient past performance and may, at the Government's discretion, subject the contractor to the probationary period described in 4A52.209-70 (c) Past Performance with

Regard to Offeror's Present Responsibility. 4A52.209-70 (d) describes the timeframe for which this past performance may be considered.

d) The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(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)

4A52.232-80 Electronic Invoicing (Sept 2025)

Electronic invoicing is authorized and required for this contract as referenced in 52.212-4(g).

1) ASN as invoice (if ASN is required). Contractor's advance shipment notice (ASN), entered in WBSCM in accordance with 4A52.211-80, 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. ASN is not required on service contracts or some supplies.
2) Supporting documents. When required by the contracting officer, contractor shall upload additional supporting documents when submitting their shipment receipt or ASN in WBSCM. This may include:

   (A) Proof of product conformance—as required in the applicable commodity specifications document or solicitation—such as:

      i. Official checkloading certificate(s), and/or
      ii. Certificate of Analysis (COA), and/or
      iii. Certificate of Conformance (per FAR Clause 52.246-15), and/or
      iv. AMS Commodity Inspection Certificate or Graders Memorandum.

   (B) Any waivers granted by the Contracting Officer, if applicable.

   (C) The Contracting Officer reserves the right to specify any combination of documents listed above to evidence proof of product conformance.

   (D) Bill of Lading signed by the recipient stating that quantity received is good (see clause 4A52.247-3, Bill of Lading Notations, for required contents of a bill of lading.)
3) 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 business day after delivery.
4) 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:**
Meat or meat food products. As defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Public Law 98-181, including any edible fresh or frozen poultry meat, and perishable poultry meat food product,	7th day after receipt of a proper invoice.

fresh eggs, and any perishable egg product.	
Fresh or frozen fish. As defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)).	7th day after receipt of a proper invoice.
Perishable agricultural commodities. 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).	10th day after receipt of a proper invoice, unless another day is specified in the contract.
(4) 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
All other processed canned commodities (including fruits, vegetables, fish, and poultry products).	30th day after receipt of a proper invoice.

(End of clause)

52.246-11 Higher-Level Contract Quality Requirement--Dairy, Grain and Oilseed Products (Dec 2014) [as applicable]

a) The Contractor shall comply with the higher-level quality standard(s) listed below. 4, 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, Measurement, Analysis and Improvement

   The ISO 9001-2000 standard can be ordered from the ANSI Electronics Standards Store at http://www.ansi.org. Official ISO certification is not required.

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)

452.246-71 Manufacturing Practices (Oct 2025)

a) Current Good Manufacturing Practices. All processed fruit and vegetables must be produced in accordance with the Food and Drug Administration's Current Good Manufacturing Practices (21 C.F.R., Part 110 and/or Part 117), whichever is applicable at the time of manufacture.

b) Plant Survey or Plant Systems Audit (PSA)

1. Successful bidders/offerors are required to undergo and pass an annual plant survey or PSA. The primary purpose of a plant survey or PSA is to ensure that products are produced in a clean, sanitary environment and verify that Federal requirements are met. Contractors are required to maintain process operations records that are sufficiently detailed as to allow AMS, Specialty Crop Program, and Specialty Crop Inspection Division (SCID), to determine past and current sanitation practices.
2. The AMS, Specialty Crop Program, SCID, will conduct the plant surveys/PSA. SCID personnel will follow the procedures found in the most current version of SCID AIM, Sanitation and Safety Manual, or the most current version of SCID AIM, Plant Systems Audit Manual.
3. Contractors must provide the Contracting Officer with a copy of an acceptable completed plant survey/PSA. An acceptable plant survey/PSA will be valid for one year.
4. Contractors who have a SCID in-plant contract service agreement will be considered as having met the plant survey/PSA requirement, since a plant survey/PSA is a prerequisite to a contract service agreement. Similarly, Contractors who have completed a SCID plant survey/PSA for any other purpose within one year of award will also be deemed to have satisfied this requirement.
5. The plant survey/PSA must be completed and approved prior to the bid opening/solicitation close date and maintained throughout the length of the contract. It is the responsibility of the contractor and/or subcontractor to schedule the audit in a timely manner to ensure it has been completed and approved prior to the bid opening/solicitation close date. Offerors who submit a bid/offer with a processing plant and/or shipping point that are not in compliance with this requirement will be deemed non-responsive for that processing plant and/or shipping point.

(End of Clause)

452.246-73 FDA Food Facility Registration Number (Oct 2025)

In accordance with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, domestic facilities that manufacture, process, pack, or hold food for human or animal consumption in the United States are required to register with the FDA, and the Food Safety Modernization Act of 2011 (FSMA) requires additional information for facilities to renew such registrations. If applicable, provide your FDA food facility registration number. FDA guidance is available at:
https://www.fda.gov/Food/GuidanceRegulation/FoodFacilityRegistration/ucm2006831.htm

(End of clause)

452.247-70 Loading, Blocking, and Bracing for Multiple Delivery Points (drops) on One Conveyance – Domestic (Oct 2025)

When a shipment has multiple delivery points (drops), contractor must load and brace the conveyance for accurate and economical unloading, e.g. load and brace truck trailers in reverse order of delivery.

(End of clause)

452.247-71 Special Instructions for Shipments to Puerto Rico – Domestic (Oct 2025)

All deliveries to Puerto Rico must cite on the Bill of Lading and Ocean Transportation manifest the applicable Recipient Agency Tax Identification Number (TIN) and Merchant Registration Number. Successful awardee will be responsible for contacting the contracting officer's representative to obtain the appropriate tax identification number.

(End of clause)

452.247-72 Bill of Lading Notations – Domestic (Oct 2025)

Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with the following notations, as appropriate:

1. Shipper Name and Shipment Origin Address
2. USDA Contractor Name, if different than shipper
3. Purchase Order Number and Item Number
4. When provided, Sales Order Number and Item Number or Purchase Requisition and Item Number
5. Consignee: Purchase Order Item's Goods Recipient Name c/o Purchase Order Item's Ship-to Name and Address
6. Number and Type of Units, Net Weight, and Material Description
7. Statement: "For USDA FOOD DISTRIBUTION PROGRAMS
8. Manufacturer's Lot Code/Lot Identification Number
9. Serial Number(s) of Tamper Evident Seals Applied

Note: When multiple Purchase Order Items are shipped in one conveyance, show the applicable information for each Purchase Order Item.

(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)

452.247-74 Additional Shipping Requirements – Domestic (Oct 2025)

Items purchased as a result of this solicitation shall not be transported near non-human consumption products, malodorous products, or other types of harmful items that could contaminate commodities.

(End of clause)

III. CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

A. Commodity specifications including packaging and packing requirements are available at: https://www.ams.usda.gov/selling-food/product-specs

B. Exhibits 1 and 2 (next 2 pages)

DOMESTIC ORIGIN CERTIFICATION FOR FRUIT, VEGETABLE, AND POULTRY PRODUCTS

This form must be completed by an authorized company official or their designee for each contract/purchase order delivery awarded. The completed form must be presented to a representative of the USDA, Agricultural Marketing Service (AMS), certification agent at the processing facility; the completed form must also be presented to the USDA Contracting Officer or agent thereof upon request. ***If imported product is brought into the facility during the production and shipment of product for this contract, it is the Contractor's responsibility to notify the applicable certification branch.*** Each Contractor and/or processing facility under this contract must have a copy of this form on file.

Solicitation Number: ____________________
Contract/Purchase Order Number: ____________________
Product: ____________________
Crop Year (Packing Season, if applicable): ____________________

Does your company process or handle products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands?
☐ Yes ☐ No If yes, attach a copy of your segregation plan explaining how such product is stored and processed separate from domestic product.

Do any of your Subcontractor/Suppliers processes or handle products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands?
☐ Yes ☐ No If yes, attach a copy of each subcontractor's/supplier's segregation plan explaining how such product is stored and processed separate from domestic product.

I certify that all products sold to the Department of Agriculture are of 100 percent domestic origin and that all above statements are true. I further certify that traceability documentation will be made available to USDA, Agricultural Marketing Service representatives upon request. WARNING: *18 U.S.C. Part 1, Chapter 47, Section 1001 states that "Except as otherwise provided in this section, whoever, in any manner within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully (1) falsifies, conceals, or covers up by any trick, scheme, or devise a material fact; (2) makes any materially false, fictitious or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain materially false, fictitious, or fraudulent statement or entry; shall be fined under this title or imprisoned not more than 5 years, or both.*

Knowingly and willingly making false statements for fresh or frozen fruits and vegetables may also constitute a violation of the Perishable Agricultural Commodities Act (7 U.S.C., 499a-499t), and may result in monetary penalties or license suspension or revocation.

Signature: ____________________
Print and Sign Name (Only authorized signatures)
Title: ____________________
Company: ____________________
Date: ____________________

DOMESTIC ORIGIN CERTIFICATION FOR RICE PRODUCTS

This form must be completed by an authorized company official or their designee for each Contract/Purchase Order delivery awarded. The completed form must be presented to a representative of the USDA, Agricultural Marketing Service (AMS), **Federal Grain Inspection Service (FGIS)** certification agent at the processing facility; the completed form must also be presented to the USDA Contracting Officer or agent thereof upon request. ***If imported product is brought into the facility during the production and shipment of product for this contract, it is the Contractor's responsibility to notify the applicable certification branch.*** Each Contractor and/or processing facility under this contract must have a copy of this form on file.

Solicitation Number: ___________________

Contract/Purchase Order Number: ___________________

Product: ___________________

Crop Year (Packing Season, if applicable): ___________________

Does your company process or handle products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands?

☐ Yes ☐ No If yes, attach a copy of your segregation plan explaining how such product is stored and processed separate from domestic product.

Do any of your Subcontractor/Suppliers processes or handle products originating from sources other than the United States, its territories or possessions, Puerto Rico, or the Trust Territories of the Pacific Islands?

☐ Yes ☐ No If yes, attach a copy of each subcontractor's/supplier's segregation plan explaining how such product is stored and processed separate from domestic product.

I certify that all products sold to the Department of Agriculture are of 100 percent domestic origin and that all above statements are true. I further certify that traceability documentation will be made available to USDA, Agricultural Marketing Service representatives upon request. WARNING: *18 U.S.C. Part 1, Chapter 47, Section 1001 states that "Except as otherwise provided in this section, whoever, in any manner within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully (1) falsifies, conceals, or covers up by any trick, scheme, or devise a material fact; (2) makes any materially false, fictitious or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain materially false, fictitious, or fraudulent statement or entry; shall be fined under this title or imprisoned not more than 5 years, or both.*

Knowingly and willingly making false statements for fresh or frozen fruits and vegetables may also constitute a violation of the Perishable Agricultural Commodities Act (7 U.S.C., 499a-499t), and may result in monetary penalties or license suspension or revocation.

Signature: ___________________

Print and Sign Name (Only authorized signatures)

Title: ___________________

Company: ___________________

Date: ___________________

IV. SOLICITATION PROVISIONS

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

This solicitation incorporates one or more solicitation 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 must 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 address(es):
https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

(End of provision)

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

52.212-1 is amended as follows:

(a) Submission of offers. – Addendum to 52.212-1 See 452.214-71 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.

(c) Debriefing. – Addendum to 52.212-1 (Not applicable for invitation for bids).

Provisions Incorporated by Reference

Number	Title	Date
52.212-1	Instructions to Offerors - Commercial Products and Commercial Services	Nov-25
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep-24
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	Jan-17
52.204-7	System for Award Management—Registration	Nov-25
52.209-12	Certification Regarding Tax Matters	Oct-25
52.214-3	Amendments to Invitations for Bids	Nov-25
52.214-4	False Statements in Bids	Apr-84
52.214-5	Submission of Bids	Nov-25
52.214-6	Explanation to Prospective Bidders	April 1084
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	Nov-25
52.214-10	Contract Award—Sealed Bidding	Jul-90
52.214-22	Evaluation of Bids for Multiple Awards	Mar-90
52.214-34	Submission of Offers in the English Language	Apr-84
52.214-35	Submission of Offers in U.S. Currency	Apr-91

52.219-2	Equal Low Bids	Nov-25
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Nov-25
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	Feb-21
52.225-2	Buy American Certificate	Oct-22
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation	Jul-25
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	Nov-25
52.233-2	Service of Protest	Sep-25

452.203-70 Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification (Dec 2025)

h) By submission of its offer, the offeror certifies that:
   i. It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
   ii. 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.

i) 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 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.

j) 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.

k) 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.

l) 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.

m) 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)

52.209-1 Qualification Requirements (Sept 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.

The Contracting Officer identified in the IFB. A full list of contact information can be found on the AMS Commodity Procurement Website.

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 provision)

52.209-7 Information Regarding Responsibility Matters (Sept 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 (FAPIIS) 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 FAPIIS 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)

452.209-70 Past Performance with Regard to Offeror's Present Responsibility - Commodities (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 Invitation for Bids, 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)

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 (attributes questions) using the following as a guide.
    i. Offer is made subject to the Master Invitation for Bids; 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)

452.214-72 Place of Performance - Domestic (Oct 2025)

a) Offers shall accurately represent the plant location(s). Plant location is defined as the place where an end product is assembled from components, packaged, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. Upon acceptance of an offer, the combination of plant location and item becomes a contract term.
b) Offerors are directed to submit offers from only plant locations. Offers for locations representing non-plant locations, such as company headquarters or Shippers Option may be deemed non-responsive.
c) Prospective contractors need to verify early in the offering period that the appropriate plant locations are entered and approved in WBSCM. Plant locations that are not approved cannot have an offer submitted in association with that plant. Therefore, any plant locations not approved, from which offeror intends to use in performance of the contract, should be added by vendor's corporate administrator.

(End of provision)

52.219-1 Small Business Program Representations (Nov 2025)

Parts (a), (c), and (d) of this provision are incorporated by reference under the authority of 52.102. Part (c) includes representations that are to be completed by the offeror and submitted through SAM.gov. The full text of the provision is available at https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_219_1.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is see

table below.

(2) The small business size standard is see table below.

Commodity	NAICS Code	Product Service Code	Small Business Size Standard
Meat Processed from Carcasses (except poultry) (Fine Ground/Coarse Ground Beef/Beef Patties/Pork Products)	311612	8905	1,000
Bakery Flour Mix	311824	8920	850
Butter	311512	8945	750
Canned Dried Beans / Canned Fruit / Canned Juice / Canned Vegetables	311421	8915	1,000
Canning, Specialty (Canned Beef Chili without the beans/Beef Stew)	311422	8935	1,400
Cereal, Fortified R-T-E	311230	8940	1,300
Cereal, Processed	311230	8920	1,300
Cheese, Bulk Cheese, Process Cheese, Mozzarella	311513	8910	1,250
Chicken Products / Chicken Bulk / Turkey Products	311615	8905	1,250
Corn Products (including Blue Corn Meal)	311211	8920	1,050
Corn Syrup	311999	8925	700
Crackers (Saltine)	311821	8920	1,250
Dehydrated Products	311423	8940	750
Dried Fruit	311423	8915	750
Dry Beans / Legumes	311999	8915	700
Eggs Products	311999	8910	700
Flour, Bakery	311211	8920	1,050
Flour, Wheat	311211	8920	1,050
Frozen Fruit/ Frozen Juice/ Frozen Vegetables	311411	8915	1,100
Infant Formula	311514	8940	1,000
Instant Rice Baby Cereal	311230	8940	1,300
Macaroni and Cheese (Dry)	311824	8920	850
Milk, Evaporated Milk, Instant Nonfat Dry Milk, Nonfortified Nonfat Dry Milk, Ultra High Temperature	311514	8910	1,000
Milk, Fresh Fluid	311511	8910	1,150
Nuts, Roasted	311911	8925	750
Oil, Bulk Soybean	311224	8945	1,250
Oil, Vegetable	311225	8945	1,100
Pancakes, Whole Wheat Frozen	311412	8920	1,250
Pasta Products	311824	8920	850
Peanut Products (Peanut Butter, Roasted Peanuts)	311911	8925	750
Peanuts, Raw Shelled	311911	8925	750
Perishable Prepared Food Manufacturing (Fresh Fruits and Vegetables, Fresh Sliced Apples, Baby Carrots, etc.)	311991	8915	700

Rice Products	311212	8920	750
Seafood Products Preparation and Packaging (Fresh and Frozen Seafood)	311710	8905	750
Sunflower Seed Butter	311224	8945	1,250
Tortillas, Whole Wheat Frozen	311830	8920	1,250
Wild Rice	311212	8915	750
Yogurt	311511	8910	1,150

(End of provision)

4A52.226-80 Farmer-Owned Cooperatives Participation (June 2021)

a) In order to implement statutory requirements, farmer-owned cooperatives, regardless of their size status as a large or small business according to the Small Business Administration's (SBA) categorizations, will not be prohibited from participation in commodity purchases made with USDA funds (7 U.S.C 2209f).
b) To comply with the statutory requirement stated in paragraph (a), all responsible (See FAR 9.104-1) farmer-owned cooperatives' offers will be considered for award of commodity contracts, using the evaluation criteria set forth in the solicitation, including the portions of solicitations normally restricted to small business concerns.
c) In order to be eligible for consideration on the set-aside portions of a commodity purchase, farmer-owned cooperatives must certify their business type as either a "large farmer-owned cooperative" or "small farmer- owned cooperative," as determined using SBA size standards, when submitting an offer.
d) The nonmanufacturer rule defined in FAR Part 19 applies to any subcontracting arrangements.
e) Large farmer-owned cooperatives are not eligible to be considered for, or receive, price evaluation preferences specific to certain special categories of small businesses, such as HUBZones or small disadvantaged businesses.

(End of provision)

452.246-70 Food Defense Requirements (Oct 2025)

a) Contractors and subcontractors must have an approved food defense plan by the bid opening/solicitation close date. This plan ensures the security of production processes, including the storage and transportation of raw materials and finished products. It must address the following areas, as applicable:
   1. Food security plan management;
   2. Outside and inside security of the production and storage facilities;
   3. Slaughter and processing, including all raw material sources;
   4. Shipping and receiving;
   5. Storage;
   6. Water and ice supply
   7. Mail handling;
   8. Personnel security; and
   9. Transportation, shipping, and receiving (including the sealing of any transport conveyance for truck lot and less-than-truck lot quantities of finished products).
b) The food defense plan must be audited and approved by USDA, AMS before the bid opening/solicitation close date and maintained throughout the contract. The respective AMS program areas (Livestock and Poultry, Dairy, Specialty Crops Inspection, and Federal Grain Inspection) will conduct these audits for their area. Nonconformities for poultry and livestock must be addressed within 14 days with the Quality

Assessment Division, while those for fruits and vegetables must be addressed with the Specialty Crops Inspection Division, both before the bid opening/solicitation close. Cross-utilization among AMS program areas for audits may be permitted if requested by the vendor and approved by the Contracting Officer and the responsible program area. Contractors will have an opportunity to correct identified nonconformities and update their plans. The Contracting Officer will determine follow-up audit frequency. An approved food defense audit is valid for 12 months.

c) Contractors who receive contracts must have their documented food defense plan and supporting documentation readily available for review by the Contracting Officer or AMS agents. Records may be maintained on hard copy or electronic media. However, records maintained as electronic media will be made available in printed form immediately upon request by AMS or its agents.

d) All inquiries concerning audit requirements and scheduling should be forwarded to your local Grading Division office for clarification. Furthermore, USDA will not grant/accept any waiver requests for the food defense audits. It is the responsibility of the contractor and/or subcontractor to schedule the audit in a timely manner to ensure it has been completed and approved prior to the bid opening/solicitation close date. Offerors who submit a bid/offers with a processing plant and/or shipping point that are not in compliance with this requirement will be deemed non-responsive for that processing plant and/or shipping point.

(End of Provision)