



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

**for International Food Assistance Program Purchases**

***Effective: September 11, 2025***

**MSCP-I Updates included in this version, (i.e., changes from the May 7, 2025, version)**

| <b>General Updates</b> |                                                                                                           |                                 |
|------------------------|-----------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>Page</b>            | <b>Text</b>                                                                                               | <b>Change</b>                   |
| 6                      | “This version of the Master Solicitation incorporates FAR provisions and clauses in effect through _____” | Updated to <b>FAC 2025-05</b> . |

| <b>Contract Clauses and Provisions Updated</b>                                                                                                                                  |                                                                                  |                                |                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>The Master Solicitation for Commodity Procurements – International Programs is updated to add new and required clauses and provisions. The changes are identified below:</b> |                                                                                  |                                |                                                                                                                                 |
| <b>Clause/<br/>Provision<br/>Number</b>                                                                                                                                         | <b>Clause/Provision Name</b>                                                     | <b>Provision or<br/>Clause</b> | <b>Change</b>                                                                                                                   |
| 52.211-16                                                                                                                                                                       | Variation in Quantity (Apr 1984)                                                 | C                              | Remove and replace with AGAR Clause 452.211-71 Variation in Quantity (Sep 2025).                                                |
| 4A52.211-70                                                                                                                                                                     | Delivery Instructions (June 2021)                                                | C                              | Remove and replace with AGAR Clause 452.211-74 Delivery Instructions – Commodity Procurement (Sep 2025)                         |
| 4A52.211-71                                                                                                                                                                     | Regulatory Requirements for Commodities and Packaging (June 2021)                | C                              | Remove and replace with AGAR Clause 452.211-80 Regulatory Requirements for Commodities and Packaging – International (Sep 2025) |
| 4A52.211-90                                                                                                                                                                     | Carrying Charges (June 2021)                                                     | C                              | Remove and replace with AGAR Clause 452.211-80 Carrying Charges – International (Sep 2025)                                      |
| 4A52.211-91                                                                                                                                                                     | Compensation for Delays in Delivery (February 2025)                              | C                              | Remove and replace with AGAR Clause 452.211-78 Compensation for Delays in Delivery (Sep 2025)                                   |
| 4A52.214-15                                                                                                                                                                     | Period of Acceptance of Bids                                                     | P                              | Removed in its entirety.                                                                                                        |
| 4A52.228-70                                                                                                                                                                     | Alternative Forms of Security (Nov 1996)                                         | P                              | Removed in its entirety.                                                                                                        |
| 52.212-1                                                                                                                                                                        | Instructions to Offeror – Commercial Products and Commercial Services (Sep 2023) | P                              | Add mandatory provision.                                                                                                        |

|          |                                                                                                                                |   |                          |
|----------|--------------------------------------------------------------------------------------------------------------------------------|---|--------------------------|
| 52.212-3 | Offeror Representations and Certifications –<br>Commercial Products and Commercial Services (May<br>2024) (Deviation Feb 2025) | P | Add mandatory provision. |
|----------|--------------------------------------------------------------------------------------------------------------------------------|---|--------------------------|

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for International Food Assistance Program Purchases**

**Effective Date: September 11, 2025**

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## Master Solicitation for Commodity Procurements for International Food Assistance Programs

### I. GENERAL INFORMATION

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

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

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

Awards will be made following the principles in the FAR and AGAR. The IFB will specify the commodity; delivery periods; 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 Solicitation. The full texts of the applicable FAR provisions and clauses incorporated into the contract can be found at <https://www.acquisition.gov/browse/index/far>.

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

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

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

**This version of the Master Solicitation incorporates  
FAR provisions and clauses in effect through FAC 2025-02**

## **II. CONTRACT CLAUSES**

### **52.209-1 Qualification Requirements (Feb 1995)**

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

Name: USDA, AMS, Commodity Procurement Programs  
email Address: [NewVendor@usda.gov](mailto:NewVendor@usda.gov)

For information regarding how to become a qualified bidder, visit the [vendor qualification webpage](#), or contact the Contracting Officer.

- (c) Not applicable.
- (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 shall not be delayed to permit an offeror to submit evidence of qualification.
- (f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source

requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

#### **452.211-81 Carrying Charges – International (Sep 2025)**

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

1. If exceeded by 1, 2, 3, or 4 days, ½ of 1 percent of the f.o.b. price;

2. If exceeded by 5 or 6 days, 1 percent of the f.o.b. price;
  3. If exceeded by 7 or 8 days, 1 ½ percent of the f.o.b. price;
  4. If exceeded by more than 8 days, an additional premium of ¼ of 1 percent of the f.o.b. price for each day beyond 8 days.
- (c) If the f.o.b. vessel contract contains multiple prices, the premium shall be calculated on the weighted average of the contract prices.

(End of clause)

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

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

(End of clause)

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

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

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

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

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

(End of clause)

#### **452.211-71 Variation in Quantity (Sep 2025)**

- (a) A variation in quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping or packing, or allowances in manufacturing process, and then only to the extent, if any specified in paragraph (b) of this clause.
- (b) The permissible variation shall be limited to:
  - Zero (0) percent increase
  - Zero (0) percent decrease.

(End of clause)

#### **52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Nov 2023)**

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

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

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

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

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

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

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

(e) **Definitions.\*** The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

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

and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**(g) Invoice.**

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ( [31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

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

**(i) Payment.-**

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

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

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

(iii) Final decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if-

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR [32.608-2](#) in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

(q) **Other compliances.** The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) **Compliance with laws unique to Government contracts.** The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) **[Reserved]**

(u) **Unauthorized Obligations.**

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

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

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

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

(End of clause)

Items above marked with an asterisk (\*) have been tailored in the addenda below in B.

**B. Addenda to 52.212-4**

(a) **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. However, the Government reserves the right to reject, in total or in part, manufacturers lots, sub-lots, production dates or the like when non-conforming product is identified.

(c) **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:

- (1) Method of shipment or packing.
- (2) Place of delivery.
- (3) 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.

(e) **Definitions** – 52.212-4 Addendum.

- (1) 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.

- (2) The FAR Index is a guide to words and terms the FAR defines and shows where

each definition is located. The FAR Index is available via the Internet at <http://www.acquisition.gov/far> at the end of the FAR, after the FAR Appendix.

(3) Definitions applicable to this solicitation—

- (a) **Agricultural commodity** means commodities and the products of agricultural commodities produced in the United States. A product shall not be produced in the United States if it contains any ingredient that is not produced in the United States, if that ingredient is:
1. Produced in the United States; and
  2. Commercially available in the United States at fair and reasonable prices from domestic sources.
- (Authority 7 U.S.C. 1732(2), 1736o-1(a), and AGAR 470.103)
- (b) **Commingled product** means grains, oilseeds, rice, pulses, other similar commodities and the products of such commodities, when such commodity or product is normally stored on a commingled basis in such a manner that the commodity or product produced in the United States cannot be readily distinguished from a commodity or product not produced in the United States.
- (c) **Commodity Credit Corporation (CCC)** means a wholly owned government corporation within the U.S. Department of Agriculture(USDA).
- (d) **Federal Holiday** means legal public holidays observed by the Federal Government in accordance with 5 USC 6103. The Federal Government observes the following days as holidays:

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

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

- (e) **Free alongside ship (f.a.s.) (f.a.s. named port of shipment)** means a term of sale which means the seller fulfills its obligation to deliver when the goods have been placed alongside the vessel on the quay or in lighters at the named port of shipment. The supplier is responsible for all costs including but not limited to tollage, wharfage, and handling. The buyer bears all costs and risks of loss of or damage to the goods from that point.
- (f) **FGIS** means Federal Grain Inspection Service of the USDA which provides inspection, weighing, and related services on grains, pulses, oilseeds, and processed

and graded commodities.

- (g) **F.o.b. vessel** means: for dry bulk cargoes, delivered free of expense to the Government loaded, unsowed and untrimmed, on board the designated conveyance at the USDA- approved port facility specified in the contract; and for liquid bulk cargoes, delivered free of expense to the Government on board the ocean vessel provided by USDA at the named port of shipment specified in the contract.
  - (h) **Grain Acquisition Report and Invoice for Related Charges** means: Form KC-228 means a form that is issued by a warehouse operator to CCC in lieu of or in addition to a warehouse receipt.
  - (i) **Intermodal plant** means delivered free of expense to the Government loaded on board the carrier-supplied conveyance at the origin point.
  - (j) **Intermodal bridge** means delivered free of expense to the Government delivered in transportation conveyance obtained by the vendor to locations where steamship lines have established and published intermodal rates from a U.S. point to a U.S. port and a foreign destination.
  - (k) **Instore** means within a USDA-approved warehouse.
  - (l) **Lowest-landed cost** means the lowest combined cost of commodity and ocean freight to deliver a commodity to an overseas destination while adhering to cargo preference statutes and regulations.
  - (m) **Packaging and containers** include any substance intended for use as a component of materials used in manufacturing, packing, transporting or holding food if such use is not intended to have a technical effect in such food.
  - (n) **Plant** is defined as the prime or sub-contractor's facility where an agricultural commodity, or commodity-related item, is manufactured or processed from raw materials into a finished product, assembled from components, or packaged. An offeror's plant location, cited in an offer, must contain at least one of the industrial or manufacturing processes listed above. A local site which accommodates finished product while awaiting analytical test results, staging for shipment consolidation, or loading into shipping containers/trucks/railcars is considered a supplementary extension of the prime or sub-contractor's plant facility.
  - (o) **WBSCM Purchase Order or WBSCM PO** means a contract that is accessible in the WBSCM System. **Contract** is as defined by FAR, i.e., a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. See FAR 2.101 for the full definition.
  - (p) **World Trade Organization Government Procurement Agreement (WTO GPA) country** means any of the following countries: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom.
- (f) **Excusable delays** – 52.212-4 Addendum  
The Contractor shall be liable for default unless nonperformance is caused by an occurrence

beyond the reasonable control of the Contractor, and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**(j) Risk of Loss – 52.212-4 Addendum**

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

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

**(s) Order of Precedence – 52.212-4 Addendum**

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

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

(End of clause)

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Jan 2025) (DEVIATION FEB 2025)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#) ).

(6) [52.233-3](#), Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

*[Contracting Officer check as appropriate.]*

  X   (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and [10 U.S.C. 4655](#)).

  X   (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

     (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

  X   (4) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#) ); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).

  X   (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#) ).

\_\_\_ (6) [Reserved].

\_\_\_ (7) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_X\_ (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

\_\_\_ (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) ( [Pub. L. 115–390](#), title II).

\_X\_ (11)

(i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( [Pub. L. 115–390](#), title II).

\_\_\_ (ii) Alternate I (Dec 2023) of [52.204-30](#).

\_X\_ (12) [52.209-6](#), Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) ( [31 U.S.C. 6101 note](#)).

\_\_\_ (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( [41 U.S.C. 2313](#)).

\_\_\_ (14) [Reserved].

\_X\_ (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( [15 U.S.C. 657a](#)).

\_X\_ (16) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (17) [Reserved]

\_X\_ (18)

(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Mar 2020) of [52.219-6](#).

\_X\_ (19)

(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Mar 2020) of [52.219-7](#).

X   (20) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025)( [15 U.S.C. 637](#)(d)(2) and (3)).

  X   (21)

(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2025) ( [15 U.S.C. 637](#)(d)(4)).

  X   (ii) Alternate I (Nov 2016) of [52.219-9](#).

       (iii) Alternate II (Nov 2016) of [52.219-9](#).

       (iv) Alternate III (Jun 2020) of [52.219-9](#).

       (v) Alternate IV (Jan 2025) of [52.219-9](#).

       (22)

(i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

       (ii) Alternate I (Mar 2020) of [52.219-13](#).

  X   (23) [52.219-14](#), Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

  X   (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

  X   (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

  X   (26)

(i) [52.219-28](#), Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

       (ii) Alternate I (Mar 2020) of [52.219-28](#).

       (27) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

       (28) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

       (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ( [15 U.S.C. 644](#)(r)).

  X   (30) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ( [15 U.S.C. 637](#)(a)(17)).

  X   (31) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

  X   (32) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2025)( [E.O. 13126](#)).

\_\_\_ (33) Reserved

\_\_\_ (34) Reserved

\_X\_ (35)

- (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).
- \_\_\_ (ii) Alternate I (Jul 2014) of [52.222-35](#).

\_X\_ (36)

- (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ( [29 U.S.C. 793](#)).
- \_\_\_ (ii) Alternate I (Jul 2014) of [52.222-36](#).

\_X\_ (37) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ( [38 U.S.C. 4212](#)).

\_X\_ (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_X\_ (39)

- (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (40) [52.222-54](#), Employment Eligibility Verification (Jan 2025) ( [Executive Order 12989](#)). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)

\_\_\_ (41)

- (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).

\_\_\_ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).

\_\_\_ (44) [52.223-20](#), Aerosols (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).

\_\_\_ (45) [52.223-21](#), Foams (May 2024) ( [42 U.S.C. 7671](#), *et seq.*).

\_\_\_ (46) [52.223-23](#), Sustainable Products and Services (May 2024) ( [E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671i](#)).

\_\_\_ (47)

(i) [52.224-3](#) Privacy Training (Jan 2017) ( [5 U.S.C. 552](#) a).

\_\_\_ (ii) Alternate I (Jan 2017) of [52.224-3](#).

X (48)

(i) [52.225-1](#), Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

\_\_\_ (ii) Alternate I (Oct 2022) of [52.225-1](#).

\_\_\_ (49)

(i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) ( [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, [19 U.S.C. chapter 29](#) (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_ (ii) Alternate I [Reserved].

\_\_\_ (iii) Alternate II (Jan 2025) of [52.225-3](#).

\_\_\_ (iv) Alternate III (Feb 2024) of [52.225-3](#).

\_\_\_ (v) Alternate IV (Oct 2022) of [52.225-3](#).

X (50) [52.225-5](#), Trade Agreements (NOV 2023) ( [19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

\_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) ( [E.O. 13513](#)).

\_\_\_ (56) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).

\_\_\_ (57) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).

\_\_\_ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, [10 U.S.C. 3805](#)).

X   (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [31 U.S.C. 3332](#)).

       (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

       (61) [52.232-36](#), Payment by Third Party (May 2014) (31 U.S.C. 3332).

       (62) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ( [5 U.S.C. 552a](#)).

  X   (63) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).

  X   (64) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

  X   (65) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and 10 U.S.C. 2631).

       (ii) Alternate I (Apr 2003) of [52.247-64](#).

       (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

*[Contracting Officer check as appropriate.]*

       (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

       (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

       (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

       (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29U.S.C.206](#) and 41 U.S.C. chapter 67).

       (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

\_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

\_\_\_ (10) [52.247-69](#), Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) ( [49 U.S.C. 40118\(g\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ( [41 U.S.C. 4712](#)).

(iii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

- (iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (v) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vii)
  - (A) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) ( [Pub. L. 115-390](#), title II).
  - (B) Alternate I (Dec 2023) of [52.204-30](#).
- (viii) [52.219-8](#), Utilization of Small Business Concerns (Jan 2025) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (ix) Reserved
- (x) Reserved
- (xi) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (xii) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (xiii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (xiv) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xv) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xvi)
  - (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
  - (B) Alternate I (Mar 2015) of [52.222-50](#) (22 U.S.C. chapter 78 and E.O. 13627).
- (xvii) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xviii) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xix) [52.222-54](#), Employment Eligibility Verification (Jan 2025) ( [E.O. 12989](#)).
- (xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xxii)
  - (A) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)).
  - (B) Alternate I (Jan 2017) of [52.224-3](#).
- (xxiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxv) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( [31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)). Flow down required in accordance with paragraph (c) of [52.232-40](#).

(xxvi) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).

(xxvii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### **4A52.214-90 Place of Performance (June 2021)**

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

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

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

(End of clause)

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

For the purposes of contracts made under the 8(a) Program, FAR 19.8, reference to "Contractor," in all USDA contract or purchase order documents, means the 8(a) firm. In accordance with the Partnership

Agreement as authorized under FAR 19.800(e), the Small Business Administration (SBA) has delegated responsibility to USDA for the administration of contracts or purchase orders awarded to 8(a) firms with complete authority to take any action on behalf of the Government under the terms and conditions of the contract. All 8(a) contractors must be on the Qualified Vendors List.

(End of clause)

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

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

(End of clause)

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

- (a) The products of agricultural commodities acquired under this contract must be a product of the United States and shall be considered to be such a product if it is grown, processed, and otherwise prepared for sale or distribution exclusively in the United States (See AGAR 470.103). Ingredients from nondomestic sources will be allowed to be utilized as a United States product if such ingredients are not otherwise: (1) produced in the United States; and (2) commercially available in the United States at fair and reasonable prices from domestic sources. See 4A52.225-71 U.S. Origin of Agricultural Commodities – Waiver for Certain Ingredients below.
- (b) All meat shall originate from livestock that are born, raised, and harvested in the United States.
- (c) If the Contractor processes or handles products originating from sources other than the United States, the Contractor must have an acceptable identification and segregation plan for those products to ensure they are not used in commodities purchased under this Master Solicitation—except for commingled products (see paragraph (c)). This plan must be made available to an AMS representative and the Contracting Officer or agent thereof upon request. The Contractor must ensure that the Contractor and any subcontractor(s) maintain records such as invoices, or production and inventory records evidencing product origin, and make such records available for review by the Government in accordance with FAR 52.214-26.
- (d) For commodities that the Department has determined to be generally commingled, a commingled product shall be considered to be a product of the United States if the offeror can

establish that the offeror has in inventory at the time the contract for the commodity or product is awarded to the offeror, or obtains during the contract performance period specified in the solicitation, or a combination thereof, a sufficient quantity of the commodity or product that was produced in the United States to fulfill the contract being awarded, and all unfulfilled contracts that the offeror entered into to provide such commingled product to the United States. However, if the commodity can be readily stored on an identity preserved basis with respect to its country of origin, the Government may require that the commodity acquired under this contract be of 100 percent U.S. origin.

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

(End of clause)

#### **4A52.225-71 U.S. Origin of Agricultural Commodities - Waiver for Certain Ingredients (June 2021)**

The requirement for a commodity and/or a component ingredient to be entirely produced and/or processed in the United States (see Definitions, “Agricultural Commodity”) may be waived due to non-availability at fair and reasonable prices.

- (a) Waived ingredients may be subject to the standard definition of the Buy American Act, which uses as two-part test to define a domestic end-product:
  - (1) The article must be manufactured in the United States; and
  - (2) The cost of domestic components must exceed 50 percent of the cost of all the components.
- (i) The following ingredients are subject to the standard definition of the Buy American Act:  
[Reserved]
- (b) Waived ingredients may be acquired as a foreign end product without regard to the restrictions of the Buy American Act. The following ingredients have been determined by the Head of Contracting Activity Designee as not available in the U.S. at fair and reasonable prices and are waived from all Buy American Act and domestic origin restrictions:

| Waived Ingredients |                           |
|--------------------|---------------------------|
| Nutrient           | Fortificant Form          |
| no nutrient listed | Butylated hydroxy anisole |

|                    |                                                        |
|--------------------|--------------------------------------------------------|
| no nutrient listed | Butylated hydroxy toluene                              |
| Biotin             | Biotin 1%                                              |
| Iodine             | Potassium Iodide                                       |
| Iron               | Iron-Sodium EDTA                                       |
| Pantothenic acid   | Calcium D-Pantothenate                                 |
| Selenium           | Sodium Selenite (1.5%)                                 |
| Vitamin A          | Retinol Palmitate                                      |
| Vitamin B1         | Thiamine mononitrate                                   |
| Vitamin B12        | Vitamin B12 0.1% or 1% Spray Dried                     |
| Vitamin B2         | Vitamin B2 fine powder                                 |
| Vitamin B2         | Riboflavin                                             |
| Vitamin B3         | (Niacin) Nicotinic Acid                                |
| Vitamin B6         | Pyridoxine hydrochloride                               |
| Vitamin B9         | Folic Acid                                             |
| Vitamin C          | Ascorbic acid                                          |
| Vitamin K1         | Dry Vitamin K1 5% Water<br>Dispersible/Phylloquinon 5% |

(End of clause)

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

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

(End of clause)

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

Electronic invoicing is authorized and required for this contract.

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

(End of clause)

#### **4A52.247-70 Seals on Transportation Conveyances (May 2023)**

(a) Contractors—under the supervision of a USDA-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. Effective July 1, 2023, contractors will be required to 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:
- the seal listed on the Bill of Lading does not match the seal number recorded on the Bill of Lading;
  - the seal is broken;
  - the seal is missing, or
  - 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 Agricultural Marketing Services (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 be sealed and the seal numbers documented on the vendor's shipping documents.

(h) For frozen products, if the load is rejected by the receiver, 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)

**4A52.247-90 Miscellaneous Contract Requirements for F.o.b. Vessel Delivery (June 2021)**

- (a) The Government will furnish the contractor at least ten (10) days advance notice of vessel readiness, unless stated otherwise in the IFB.
- (b) Contractor must forward original Mate's Receipt to the Government's representative within 48 hours after completion of vessel loading.
- (c) If multiple contracts are awarded on an IFB to the same contractor who has designated the same loading berth, the contractor shall complete loading in one continuous berthing. If the contractor elects not to complete loading in one continuous berthing, the contractor will be liable for any charges associated with shifting and reberthing as provided in the Charter Party.
- (d) Contractor agrees to load the Government's nominated vessels in rotation with all vessels for loading at the elevator based on when vessels file and are accepted as ready-to-load in all respects. In the event that the contractor, for its own convenience, elects to by-pass the Government's nominated vessels to load a vessel which filed and was accepted later than the Government's nominated vessel, such action will be construed as failure or refusal of the contractor to perform.
- (e) Contractor will be liable to the Government for any actual damages suffered by the Government resulting from failure or refusal of the contractor to perform, which is not excusable under the default clause of this contract. Such actual damages may include, but are not limited to, the cost of demurrage, inter-port vessel relocation, vessel discharge costs, reprocurment costs, and claims by carriers for damages resulting from delays in loading resulting from the commodity not being available for loading, or for delays or slowness of the vessel loading.
- (f) The contractor shall submit Advance Shipping Notifications (ASNs) in WBSCM within 24 hours of completion of vessel loading.

(End of clause)

### 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

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

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

The following clauses are incorporated by reference:

| FAR Clause Reference Number | Description                                                                     | Date (Month/Year)                       |
|-----------------------------|---------------------------------------------------------------------------------|-----------------------------------------|
| <a href="#">52.202-1</a>    | Definitions                                                                     | JUN 2020                                |
| <a href="#">52.203-3</a>    | Gratuities                                                                      | APR 1984                                |
| <a href="#">52.203-12</a>   | Limitation on Payments to Influence Certain Federal Transactions                | JUN 2020                                |
| <a href="#">52.204-13</a>   | System for Award Management Maintenance                                         | OCT 2018                                |
| <a href="#">52.204-21</a>   | Basic Safeguarding of Covered Contractor Information Systems                    | NOV 2021                                |
| <a href="#">52.214-26</a>   | Audit and Records – Sealed Bidding                                              | JUN 2020                                |
| <a href="#">52.214-27</a>   | Price Reduction for Defective Cost or Pricing Data-Modifications-Sealed Bidding | JUN 2020                                |
| <a href="#">52.214-28</a>   | Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding                 | JUN 2020                                |
| <a href="#">52.222-1</a>    | Notice to the Government of Labor Disputes                                      | FEB 1997                                |
| <a href="#">52.226-7</a>    | Drug-Free Workplace                                                             | MAY 2024                                |
| <a href="#">52.232-11</a>   | Extras                                                                          | APR 1984                                |
| <a href="#">52.232-18</a>   | Availability of Funds                                                           | APR 1984                                |
| <a href="#">52.232-39</a>   | Unenforceability of Unauthorized Obligations                                    | JUN 2013                                |
| <a href="#">52.242-13</a>   | Bankruptcy                                                                      | JUL 1995                                |
| <a href="#">52.242-15</a>   | Stop-Work Order                                                                 | AUG 1989                                |
| <a href="#">52.244-6</a>    | Subcontracts for Commercial Products and Commercial Services                    | JAN 2025<br><b>(DEVIATION FEB 2025)</b> |
| <a href="#">52.246-16</a>   | Responsibilities for Supplies                                                   | APR 1984                                |
| <a href="#">52.247-34</a>   | F.o.b. Destination                                                              | NOV 1991                                |
| <a href="#">52.247-58</a>   | Loading, Blocking, and Bracing of Freight Car Shipments                         | APR 1984                                |
| <a href="#">52.252-4</a>    | Alterations in Contract                                                         | APR 1984                                |
| <a href="#">52.253-1</a>    | Computer Generated Forms                                                        | JAN 1991                                |

### III. Contract Documents, Exhibits and Attachments

Commodity specifications, including packaging and packing requirements, are available at:

<https://www.ams.usda.gov/selling-food/international-procurement>.

#### IV. Solicitation Provisions

##### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications—**Commercial Products and Commercial Services**.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation*. The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting

from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.  
(End of provision)

## **52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representations and Disclosures (Dec 2023)**

(a) *Definitions.* As used in this provision, *Covered article*, *FASCSA order*, *Intelligence community*, *National security system*, *Reasonable inquiry*, *Sensitive compartmented information*, *Sensitive compartmented information system*, and *Source* have the meaning provided in the clause [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures.*

(1) The Offeror shall search for the phrase “FASCSA order” in the System for Award Management (SAM)( <https://www.sam.gov>) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR [4.2303](#)(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

- (1) Name of the product or service provided to the Government;
- (2) Name of the covered article or source subject to a FASCSA order;
- (3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
- (4) Brand;
- (5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

- (6) Item description;
- (7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

#### **4A52.209-70 Past Performance with Regard to Offeror's Present Responsibility (June 2021)**

Bidders are cautioned NOT to BID on quantities in excess of what they can reasonably expect to timely deliver in accordance with the contract.

- (a) The offeror must certify to timely performance on current contracts and subcontracts in the attribute questions of the IFB in WBSCM. 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 closing date of the IFB. A false certification may result in rejection of the offer, suspension and debarment by USDA, termination of the contract, liability for damages under the provisions of this Master Solicitation, other administrative actions, or criminal prosecution
- (b) The Contracting Officer may deem the offeror non-responsible and ineligible to participate in an IFB 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.
- (c) Offerors with deficient past performance may be put on a probationary period, limiting the quantity awarded on a solicitation.
- (d) 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.

(End of provision)

#### **52.209-7 Information Regarding Responsibility Matters (Oct 2018)**

- (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 proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

- (b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
  - (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
    - (i) In a criminal proceeding, a conviction.
    - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
    - (iii) In an administrative proceeding, a finding of fault and liability that results in—
      - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
      - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
    - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
  - (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

## **52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Sep 2023)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519.

(b) *Submission of offers.\** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF](#)

[1449](#), letterhead stationary, or as otherwise specified in the solicitation. As a minimum, offers must show -

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.*\* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with [FAR subpart 4.10](#)), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government

reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101–29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at <https://assist.dla.mil>.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at <https://assist.dla.mil>.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by -

(i) Using the ASSIST feedback module (<https://assist.dla.mil/feedback>); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at [assisthelp@dlamail](mailto:assisthelp@dlamail).

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an

offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k)[Reserved]

(l) *Debriefing*. \* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

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

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

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

(4) A summary of the rationale for award;

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

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

(End of provision)

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

#### **ADDENDA TO 52.212-1**

(b) Submission of offers. – Addendum to 52.212-1  
See 4A52.214-70 Electronic Submission of Bids.

(c) 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.

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

### **52.212-3 Offeror Representations and Certifications – Commercial Products AND Commercial Services (MAY 2024) (DEVIATION FEB 2025)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) Website accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. [Omitted]. Definitions are the same as those on the SAM website used to completed annual representations and certification electronically.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs [to be entered in the bid certification question section of the WBSCM electronic bid].

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Through (v) [Omitted.] Not required as representations and certification is required electronically through SAM. Full text of [52.212-3](#), including paragraphs (c) through (v) are available at:

[https://www.acquisition.gov/far/part-52#FAR\\_52\\_212\\_3](https://www.acquisition.gov/far/part-52#FAR_52_212_3)

(End of provision)

### **4A52.214-70 Electronic Submission of Bids (June 2021)**

- (a) Submit bids to the office specified in the IFB at or before the exact time specified in the IFB. Submission of bids by any means other than as specified in the IFB will be determined nonresponsive. Bids that fail to furnish required representations or information or reject the terms and conditions of the solicitation may be excluded from consideration.

- (b) All prospective bidders are required to submit offers electronically via the USDA Web Based Supply Chain Management (WBSCM) system. All offers are subject to all requirements of WBSCM and the invitation, including but not limited to:
- (c) Obtaining a USDA eAuthentication logon ID and password to access WBSCM. (Contact the WBSCM Help Desk at (877) 927-2648 or WBSCMhelp@ams.usda.gov for information regarding logon IDs, passwords, and WBSCM system questions or concerns.)
- (d) Choosing its own Internet Service Provider (ISP) to transmit, translate, or carry data between the bidder and the Government. The bidder is responsible for the cost of its third-party network. The Government will not be responsible for any failure attributed to the transmission of the bid data prior to being accepted and stored on the Government's web server including, but not limited to, the following:
  - (1) Any failure of the bidder's computer hardware or software;
  - (2) Availability of the ISP;
  - (3) Delay in transmission due to the speed of the modem;
  - (4) Delay in transmission due to excessive volume of Internet traffic.
- (e) When authorized in an IFB, hard copy bids sent through regular mail or hand-delivered must be sealed in an envelope marked with the name and address of the bidder. Bids submitted by express mail shall be sealed inside a second envelope. All envelopes shall be plainly marked: "Do Not Open until Prescribed Time under Invitation for Bid Number (enter appropriate number)." For express mail bids, this statement shall be printed clearly on the outer express envelope, not the mailing label.

(End of provision)

#### **4A52.214-92 Contract Award – Application of Lowest Landed Cost (June 2021)**

- (a) In accordance with FAR [52.214-10](#)(a), the Government will use the following price-related factors to evaluate bids:
  - (1) For commodities purchased for immediate delivery under international food assistance programs, the lowest-landed cost to the Government to deliver the products to the overseas destination(s), or;
  - (2) For commodities purchased for instore delivery, the total cost to the Government including location and storage rates.
- (b) With respect to (1) above, as provided in AGAR [470.201](#) and [470.202](#), and pursuant to FAR [47.304-3](#), *Shipments from CONUS for overseas delivery*, the contracting officer reserves the right to reject such offer if the acceptance of another offer for the commodity or related freight when combined with offers for commodities or related freight, result in a lower landed cost to the Government.
- (c) Bids for which the Government has not received matching ocean freight offers shall not be considered.

(End of provision)

#### **52.214-3 Amendments to Invitations for Bid (Dec 2016)**

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) (1) Bidders shall acknowledge receipt of any amendment to this solicitation—

- (i) By signing and returning the amendment,
  - (ii) By identifying the amendment number and date in space provided for this purpose on the form for submitting a bid,
  - (iii) By letter;
  - (iv) By facsimile, if facsimile bids are authorized in the solicitation; or
  - (v) By email, if email bids are authorized in the solicitation.
- (2) The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

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

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

|                                                                 |                                   |        |     |      |
|-----------------------------------------------------------------|-----------------------------------|--------|-----|------|
| Bags                                                            | (KCP BAGS)                        | 314910 | 500 | 8105 |
| Bagged Grain Dry<br>Edible Beans Grain<br>(Bulk) Peas & Lentils | (KCBG)<br>(DEB)<br>(KCPG)<br>(PL) | 311999 | 700 | 8915 |

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

(End of provision)

#### **52.216-1 Type of Contract (Apr 1984)**

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

(End of provision)

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

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

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

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

The following provisions are incorporated by reference:

| FAR Provision<br>Reference<br>Number | Description                                  | Date<br>(Month/Year) |
|--------------------------------------|----------------------------------------------|----------------------|
| <a href="#"><u>52.204-7</u></a>      | System for Award Management                  | NOV 2024             |
| <a href="#"><u>52.214-4</u></a>      | False Statements in Bids                     | APR 1984             |
| <a href="#"><u>52.214-5</u></a>      | Submission of Bids                           | DEC 2016             |
| <a href="#"><u>52.214-6</u></a>      | Explanation to Prospective Bidders           | APR 1984             |
| <a href="#"><u>52.214-10</u></a>     | Contract Award-Sealed Bidding                | JUL 1990             |
| <a href="#"><u>52.214-12</u></a>     | Preparation of Bids                          | APR 1984             |
| <a href="#"><u>52.214-22</u></a>     | Evaluation of Bids for Multiple Awards       | MAR 1990             |
| <a href="#"><u>52.214-34</u></a>     | Submission of Offers in the English Language | APR 1991             |
| <a href="#"><u>52.214-35</u></a>     | Submission of Offers in U.S. Currency        | APR 1991             |
| <a href="#"><u>52.232-15</u></a>     | Progress Payments Not Included               | APR 1984             |
| <a href="#"><u>52.233-2</u></a>      | Service of Protest                           | SEP 2006             |