AMS Master Invitation for Bids for International Commodity Procurements (MIFB-I)

for International Food Assistance Program Purchases

Effective: April 7, 2026

USDA, Agricultural Marketing Service
Commodity Procurement Programs

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

Contract Clauses and Provisions Updated

The Master Invitation for Bids for Commodity Procurements – International Programs is updated to incorporate all new FAR and AGAR clauses and provisions. Vendors are encouraged to review this document in its entirety.

Clause/ Provision Number	Clause/Provision Name	Provision or Clause	Change
AGAR Updates			
4A52.222-70	Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Certification	P	This clause is removed and replaced with 452.203-70.
452.222-71	Anti-Discrimination and Diversity, Equity, and Inclusion (DEI) Compliance	C	This clause removed and replaced with 52.203-71
Other Updates			
52.219-28	Post award Small Business Program Rerepresentation	C	This clause is added. It is incorporated by reference.
52.252-2	Clauses Incorporated by Reference	C	Multiple clauses that were previously in full text are now incorporated by reference.
52.252-1	Provisions Incorporated by Reference	P	Multiple provisions that were previously in full text are now incorporated by reference.
Title of Document	The title of this document is updated from Master Solicitation for Commodity Procurement (MSCP-I) to Master Invitation for Bid for International Commodity Procurement (MIFB-I). This is updated throughout the document.		
General Information	• All references to "RFO FAR" are updated to "FAR". The following statement was removed: To submit bids, a company must be approved by the Contracting Officer as meeting vendor qualification requirements. For information regarding how to become a qualified bidder, visit http://www.ams.usda.gov/commoditypurchasing, or contact the Contracting Officer.		
II. Contract Clauses	The following information is added**:** **<u>Federal Acquisition Regulation (FAR) and United States Department of Agriculture Acquisition Regulation (AGAR) Clauses and Provisions</u>** The clauses and provisions contained herein are applicable to any contract or order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and		

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

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

Effective Date: April 7, 2026

Master Invitation for Bids for Commodity Procurements for International Food Assistance Programs

I. GENERAL INFORMATION

This Master Invitation for Bids for Commodity Procurements – International Programs (MIFB-I or "Master IFB"), 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 IFB also provides general guidance to potential bidders.

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

The Master IFB 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 MIFB-I, once downloaded for a particular IFB will be applicable for subsequent IFBs. The effective date at the top of the Master IFB document will govern which version of MIFB-I is applicable to a particular IFB. *Prior versions of the MIFB-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; 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/far-overhaul*](https://www.acquisition.gov/far-overhaul).

Commodities purchased by AMS must be a product of the United States (*see clause 452.225-70, U.S. Origin Products – Domestic an International*). 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 Invitation for Bid, 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.**

II. CONTRACT CLAUSES

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

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

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

52.209-1 Qualification Requirements (Nov 2025)

The full text of the clause is available at FAR 52.209-1.

Name: The Contracting Officer identified in the IFB.
A full contact list can be found on the AMS Commodity Procurement website.

(End of clause)

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

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

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

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

(b) If the Government terminates this contract in whole or in part under the Default—Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains shipment/ delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default—Fixed- Price Supply and Service clause in this contract.

(End of clause)

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

The full text of the clause is available at FAR 52.212-4.

Addenda to 52.212-4

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

(1) When a solicitation provision or contract clause uses a word or term that is defined in the 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) Definitions applicable to this solicitation—

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

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

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

(b) ***Commingled product*** means grains, oilseeds, rice, pulses, other similar commodities and the products of such commodities, when such commodity or product is normally stored on a commingled basis in such a manner that the commodity or product produced in the United States cannot be readily distinguished from a commodity or product not produced in the United States.

(c) ***Commodity Credit Corporation (CCC)*** means a wholly owned government corporation within the U.S. Department of Agriculture (USDA).

(d) ***Federal Holiday*** means legal public holidays observed by the Federal Government in accordance with 5 U.S.C. 6103. The Federal Government observes the following days as holidays:

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

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

(e) ***Free alongside ship (f.a.s.) (f.a.s. <u>named port of shipment</u>)*** means a term of sale which means the seller fulfills its obligation to deliver when the goods have been placed alongside the vessel on the quay or in lighters at the named port of shipment. The supplier is responsible for all costs including but not limited to tollage, wharfage, and handling. The buyer bears all costs and risks of loss of or damage to the goods from that point.

(f) ***FGIS*** means Federal Grain Inspection Service of the USDA which provides inspection, weighing, and related services on grains, pulses, oilseeds, and processed and graded commodities.

(g) ***F.o.b. vessel*** means: for dry bulk cargoes, delivered free of expense to the Government loaded, unsowed and untrimmed, on board the designated conveyance at the USDA-approved port facility specified in the contract; and for liquid bulk cargoes, delivered free of expense to the Government on board the ocean vessel provided by USDA at the named port of shipment specified in the contract.

(h) ***Grain Acquisition Report and Invoice for Related Charges*** means: Form KC-228 means a form that is issued by a warehouse operator to CCC in lieu of or in addition to a warehouse receipt.

(i) ***Intermodal plant*** means delivered free of expense to the Government loaded on board the carrier-supplied conveyance at the origin point.

(j) ***Intermodal bridge*** means delivered free of expense to the Government delivered in transportation conveyance obtained by the vendor to locations where steamship lines have established and published intermodal rates from a U.S. point to a U.S. port and a foreign destination.

(k) ***Instore*** means within a USDA-approved warehouse.

(l) ***Lowest-landed cost*** means the lowest combined cost of commodity and ocean freight to deliver a commodity to an overseas destination while adhering to cargo preference statutes and regulations.

(m) ***Packaging and containers*** include any substance intended for use as a component of materials used in manufacturing, packing, transporting or holding food if such use is not intended to have a technical effect in such food.

(n) ***Plant*** is defined as the prime or sub-contractor's facility where an agricultural commodity, or commodity-related item, is manufactured or processed from raw materials into a finished product, assembled from components, or packaged. An offeror's plant location, cited in an offer, must contain at least one of the industrial or manufacturing processes listed above. A local site which accommodates finished product while awaiting analytical test results, staging for shipment consolidation, or loading into shipping containers/trucks/railcars is considered a supplementary extension of the prime or sub-contractor's plant facility.

(o) ***WBSCM Purchase Order*** **or** ***WBSCM PO*** means a contract that is accessible in the WBSCM System. ***Contract*** is defined by 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.

(b) Inspection/Acceptance –

(1) Inspection. The Government reserves the right to perform quality assurance at source; source includes, but is not limited to, contractor's manufacturing facility, packaging facility, warehouse, in-house laboratory, subcontractor's facilities, etc.

(2) Acceptance. Formal acceptance shall occur when the Government approves the invoice for payment. However, the Government reserves the right to reject, in total or in part, manufacturers lots, sub-lots, production dates or the like when non-conforming product is identified.

(d) **Changes** – 52.212-4 Addendum.

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

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

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

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

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

(i) Delivery of the supplies when the goods have been placed alongside the vessel on the quay or in lighters at the named port of shipment, if transportation is f.a.s. (named port of shipment). If the named port of shipment has warehouse/berth/terminal/transload facilities available and contractor's shipment(s) is unloaded into such a facility as named by the ocean carrier rather than placed alongside vessel on the quay or in lighters, then risk of loss to supplies shall pass from the contractor at the point where the supplies come to rest in the warehouse/berth/terminal/ transload facility designated by the ocean carrier;

(ii) Delivery of the supplies on board the ocean vessel at the named port of shipment specified in the contract, if transportation is f.o.b. vessel;

(iii) Delivery of the supplies when placed on board the conveyance at named point of origin, if transportation is Intermodal Plant;

(iv) Delivery of the supplies to the carrier on rail cars, trucks, or carrier- supplied conveyance at the named bridge point, if transportation is Intermodal Bridge;

(v) Delivery of the supplies to the carrier on rail cars, trucks, or carrier- supplied conveyance at the bridge-port point, if transportation is Intermodal Bridge-Port.

(vi) Receipt by the Government of a warehouse receipt or a certified Form KC-228 covering supplies being delivered, if delivered Instore.

(a) Paragraph (a) of this clause shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (a) of this clause shall apply.

(b) Under paragraph (a) of this clause the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

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

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

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

(End of clause)

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 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)

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://acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52.

The following clauses are incorporated by reference:

FAR Clause Reference Number	Description	Date (Month/Year)
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-6 with Alt I	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-13	System for Award Management - Maintenance	NOV 2025
52.209-1	Qualification Requirements	SEP 2025
52.209-6	Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2025
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	SEP 2025
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	SEP 2025
52.214-26	Audit and Records – Sealed Bidding	NOV 2025
52.214-27	Price Reduction for Defective Cost or Pricing Data-Modifications-Sealed Bidding	JUN 2020
52.214-28	Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding	NOV 2025
52.219-6	Notice of Total Small Business Set-Aside	NOV 2025
52.219-8	Utilization of Small Business Concerns	NOV 2025
52.219-9 with Alt I	Small Business Subcontracting Plan, with Alternate I	NOV 2025
52.219-14	Limitations on Subcontracting	NOV 2025
52.219-16	Liquidated Damages – Subcontracting Plan	NOV 2025
52.219-28	Post award Small Business Program Rerepresentation	NOV 2025
52.219-33	Nonmanufacturer Rule	NOV 2025
52.222-3	Convict Labor	NOV 2025
52.232-11	Extras	APR 1984
52.222-19	Child Labor – Cooperation with Authorities and Remedies	NOV 2025
52.222-35	Equal Opportunity for Veterans	NOV 2025
52.222-36	Equal Opportunity for Workers with Disabilities	NOV 2025
52.222-37	Employment Reports on Veterans	NOV 2025
52.222-40	Notification of Employee Rights under the National Labor Relations Act	NOV 2025
52.222-50	Combating Trafficking in Persons	NOV 2025
52.225-1	Buy American-Supplies	NOV 2025
52.225-5	Trade Agreements	NOV 2023

52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.232-11	Extras	APR 1984
52.232-29	Terms for Financing of Purchases of Commercial Products and Commercial Services	NOV 2021
52.232-33	Payment by Electronic Funds Transfer – System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-3	Protest After Award	SEP 2025
52.233-4	Applicable Law for Breach of Contract Claim	SEP 2025
52.240-91	Security Prohibitions and Exclusions	NOV 2025
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.244-6	Subcontracts for Commercial Products and Commercial Services	NOV 2025
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibilities for Supplies	APR 1984
52.247-34	F.o.b. Destination	NOV 1991
52.247-58	Loading, Blocking, and Bracing of Freight Car Shipments	APR 1984
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2025
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	NOV 2025

AGAR Clauses

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

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

1. It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution, and it will remain compliant for the duration of the contract.
2. Neither it nor any subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution, and the Contractor and any subcontractor or teaming partner will not do so for the duration of the contract.

(b) If the Contractor participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, the Contractor certifies that it will remain compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The Contractor affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the Contractor is not eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to Contractor's compliance with the above requirements and/or eligibility for the contract may subject the Contractor to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) The Contractor must include the provisions of this clause in all subcontract solicitations.

(g) Failure on the part of the Contractor or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate this contract for default.

(End of Clause)

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)

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

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

(End of clause)

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

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

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

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

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

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

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

(End of clause)

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

(a) The commodity shall conform to the applicable provisions of the "Federal Food, Drug, and Cosmetic Act" (21 U.S.C. 301 et. seq.), as amended, and the relevant regulations, including applicable Food Safety Modernization Act regulations (FSM), and sections in the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act). The contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations related to its performance under this contract.

(b) All containers and packaging materials must comply with the Coalition of Northeast Governors (CONEG) model legislation. The combined concentration of lead, cadmium, mercury, and/or hexavalent chromium must not exceed 100 parts per million. Concentration levels should be determined using American Standard Testing Materials test methods, as revised or Environmental Protection Agency test methods for evaluating solid waste, S-W 846, as revised.

(End of clause)

452.211-81 Carrying Charges – International (Sep 2025)

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

(b) For f.o.b. vessel contracts for bulk oil and tallow, if the Government fails to take delivery by the end of the delivery period for reasons beyond the contractor's control, the Government will pay a premium based on the actual (noncumulative) number of days delivery period is exceeded until the vessel presents the NOR as follows:

1. If exceeded by 1, 2, 3, or 4 days, ½ of 1 percent of the f.o.b. price;
2. If exceeded by 5 or 6 days, 1 percent of the f.o.b. price;
3. If exceeded by 7 or 8 days, 1 ½ percent of the f.o.b. price;
4. If exceeded by more than 8 days, an additional premium of ¼ of 1 percent of the f.o.b. price for each day beyond 8 days.

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

(End of clause)

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

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

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

For the purposes of contracts made under the 8(a) Program, FAR 19.8, reference to "Contractor," in all USDA contract or purchase order documents, means the 8(a) firm. In accordance with the Partnership Agreement as authorized under FAR 19.800(e), the Small Business Administration (SBA) has delegated responsibility to USDA for the administration of contracts or purchase orders awarded to 8(a) firms with complete authority to take any action on behalf of the Government under the terms and conditions of the contract. All 8(a) contractors must be on the Qualified Vendors List.

(End of clause)

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

(a) The Government will award contracts to eligible HUBZone small business concerns in accordance with FAR Subpart 19.13, except for price evaluation preference mandated by the provisions of 15 U.S.C. 657a.

(b) For agricultural commodities procured on the basis of full and open competition for international food aid programs, the price offered by a qualified HUBZone small business concern shall be deemed as being lower than the price offered by another offeror (other than another small business concern), if the price offered by the qualified HUBZone small business concern is not more than 5 percent higher than the price offered by the otherwise lowest, responsive, and responsible offeror.

(1) The price evaluation preference shall be—

(i) 5 percent, for the portion of a contract to be awarded that is not greater than 20 percent of the total volume being procured for each commodity in a single invitation; and

(ii) 0 percent for the portion of a contract to be awarded that is greater than 20 percent of the total volume being procured for each commodity in a single invitation.

(End of clause)

452.225-70 U.S. Origin Product – Domestic and International- (Dec 2025)

(a) The products of agricultural commodities acquired under this contract must be a product of the United States and shall be considered to be such a product if it is grown, processed, and otherwise prepared for sale or distribution exclusively in the United States (See AGAR 470.103). Ingredients from nondomestic sources will be allowed to be utilized as a United States product if such ingredients are not otherwise:

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

(b) All meat shall originate from livestock that are born, raised, and harvested in the United States.

(c) If the Contractor processes or handles products originating from sources other than the United States, the Contractor must have an acceptable identification and segregation plan for those products to ensure they are not used in commodities purchased under this contract—except for commingled products (see paragraph (d)). This plan must be made available to an AMS representative and the Contracting Officer or agent thereof upon request. The Contractor must ensure that the Contractor and any subcontractor(s) maintain records such as invoices, or production and inventory records evidencing product origin, and make such records available for review by the Government in accordance with FAR 52.214-26.

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

(e) The Contractor agrees to include this domestic origin certification clause in all subcontracts for products used in fulfilling contracts awarded under this Master 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)The Government has determined that the following commodities shall be 100 percent U.S. origin and provided on an identity preserved basis:

1. Dry beans, peas, and lentils.

(End of Clause)

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

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

(End of clause)

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

Electronic invoicing is authorized and required for this contract.

(a) *Contractor's Advance Shipment Notice (ASN) as invoice.* The ASN entered in WBSCM will serve as the contractor's invoice, i.e., request for payment. Separate entry of an invoice using WBSCM's Supplier Self Service is no longer required.

(b) *Authorization to pay.* The Government will not review an invoice for payment until all required supporting documentation has been received. In addition to the items in paragraph (2) above, all invoice payments must be supported by a receiving report (proof of delivery). A recipient-entered WBSCM goods receipt will serve as the receiving report. The recipient (receiving official) should enter the goods receipt into WBSCM no later than the 2nd working day after delivery.

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

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

452.247-73 Seals on Transportation Conveyances (Oct 2025)

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

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

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

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

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

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

(g) A rejected conveyance will only be accepted after a Condition of Container Inspection has been performed by AMS. AMS must subsequently issue a Condition of Container examination worksheet that documents that the food containers meet the applicable U.S. Standards for Condition of Food Containers. If this inspection is performed at a location other than the contracted delivery point it is the vendor’s responsibility to ensure that all cargo doors are sealed, and the seal numbers documented on the vendor's shipping documents.

(h) For frozen products, if the receiver rejects the load, the Contractor shall return the load to its plant or with Contracting Officer approval, arrange for another complete inspection which will include:
1. Inspecting and certifying the product for quality assurance; and
2. COC, checkloading, sealing, and issuing a Certificate of Loading. The new seal number must be recorded, and a new certificate for condition of container must be issued and presented to the receiver. The Contractor is responsible for all costs (freight, re-inspection fees, etc.) associated with the rejected loads.

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

(End of clause)

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

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

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

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

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

(e) Contractor will be liable to the Government for any actual damage suffered by the Government resulting from failure or refusal of the contractor to perform, which is not excusable under the default clause of this contract. Such actual damage may include, but are not limited to, the cost of demurrage, inter-port vessel relocation, vessel discharge costs, reprocurement 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)

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

52.209-7 Information Regarding Responsibility Matters (OCT 2025)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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

The full text of the provision is available at [FAR 52.212-1](FAR 52.212-1).

ADDENDA TO 52.212-1

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

(b) Period for acceptance of offers. – Addendum to 52.212-1
The offeror agrees to hold the prices in its offer firm through the "Award Notification Date" specified elsewhere in this solicitation.

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

52.216-1 Type of Contract (NOV 2025)

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

(End of provision)

52.219-1 Small Business Program Representations (NOV 2025)

Parts (a), (c), and (d) of this provision are incorporated by reference under the authority of FAR 52.102. Part (c) includes representations that are to be completed by the offeror and submitted through SAM.gov. The full text of the provision is available at FAR 52.219-1.

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

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

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

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

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

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

(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 address: https://acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52.

The following provisions are incorporated by reference:

FAR Provision Reference Number	Description	Date (Month/Year)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2025
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	SEP 2025
52.204-7	System for Award Management – Registration	NOV 2025
52.209-12	Certification Regarding Tax Matters	OCT 2025
52.212-1	Instructions to Offerors – Commercial Products and Commercial Services	NOV 2025
52.214-4	False Statements in Bids	APR 1984
52.214-5	Submission of Bids	NOV 2025
52.214-6	Explanation to Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 2025
52.214-10	Contract Award-Sealed Bidding	JUL 1990
52.214-22	Evaluation of Bids for Multiple Awards	MAR 1990
52.214-34	Submission of Offers in the English Language	APR 1991
52.214-35	Submission of Offers in U.S. Currency	APR 1991
52.219-1	Small Business Program Representations	NOV 2025
52.219-2	Equal Low Bids	NOV 2025
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	FEB 2021
52.225-2	Buy American Certificate	OCT 2022
52.229-11	Tax on Certain Foreign Procurements – Notice and Representation	JUL 2025
52.232-15	Progress Payments Not Included	APR 1984
52.233-2	Service of Protest	NOV 2025
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	NOV 2025

AGAR Provisions

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

(a) By submission of its offer, the offeror certifies that:

1. It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection principles of the U.S. Constitution.
2. Neither it nor any proposed subcontractor or teaming partner operates or funds any program, policy, or initiative that promotes DEI in a manner that violates any applicable Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964, or the Equal Protection principles of the U.S. Constitution.

(b) If the offeror participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, by submission of its offer, the offeror certifies that it is compliant with those laws, including the requirements set forth in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

(c) The offeror affirms that the above requirements are conditions of payment that go to the essence of the contract and are therefore material terms of the contract. Payments under the contract are predicated on compliance with the above requirements, and therefore the offeror will not be eligible for funding under the contract or to retain any funding under the contract absent compliance with the above requirements.

(d) This certification reflects a change in the Government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this contract.

(e) Submission of a knowing false statement relating to offeror's compliance with the above requirements and/or eligibility for the contract may subject the offeror to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

(f) Failure on the part of the offeror or its subcontractors to comply with the terms of this clause may be grounds for the Contracting Officer to terminate the contract for default.

(End of Provision)

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

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

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

(End of provision)

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

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

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

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

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

(End of provision)

452.214-71 Electronic Submission of Bids (Oct 2025)

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

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

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

1. WBSCM Vendor Registration – If you are unsure whether your company is properly registered, contact the WBSCM help desk, as provided in Section C below. If your company is not registered in WBSCM, fill out and submit the vendor registration form at the following URL: https://www.ams.usda.gov/selling-food/wbscm. Vendors will be notified via email when vendor registration is complete.
2. WBSCM Corporate Administrator Registration - Vendors shall authorize a corporate administrator by submitting a signed copy of the SCM2 form. A person with proper legal authority for the company shall authorize individuals who will serve as:
   i. Primary Corporate Administrator, responsible for:
      A. Registering plants
      B. Creating users - with appropriate roles e.g. Commodity Offer
      C. Assigning users to a plant
      D. Updating user roles, assignments, and plant registration as appropriate, e.g. deleting user as they leave the company.
   ii. Secondary Corporate Administrator

(c) WBSCM Offer Information

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

   ii. Vendor response consists of:
      A. Marking that NO CONSTRAINTS apply if vendor can supply the cumulative item quantity offered OR entering quantity CONSTRAINTS to limit the offer to a quantity to less than the cumulative item quantity offered, and
      B. Plant responses – submission of vendor response before the Offer Due Date and Time also physically submits all previously submitted/saved plant responses. Failure to submit the vendor response timely will result in no offer for the applicable solicitation.

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

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

9. Multiple stop Items:
i. Are identified by LOT: number, city state/city state in the Tendering text at level 3 of an applicable Item;
ii. Have up to three stop-offs and a final destination.

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

11. AMS will not be responsible for any failure attributed to the transmission of the bid data prior to being accepted and stored in WBSCM including, but not limited to the following:
i. Any failure of the bidder's computer hardware or software.
ii. Availability of the bidder's Internet service provider.
iii. Delay in transmission due to the speed of the bidder's modem.
iv. Delay in transmission due to excessive volume of Internet traffic.
v. Offerors are advised to allow sufficient time to input offers on the date of bid opening due to high volume of internet traffic.

12. WBSCM Offer Form. Offers submitted in WBSCM must consist of the following areas:
i. Response to attribute questions associated with the specific solicitation;
ii. Offer price(s) on the item number(s) the firm want(s) to be considered for award; and
iii. Total quantity the company wants to be awarded (constraints in truck-lot or cases).
iv. All sections of the offer form must be completed, including prices and constraints, prior to final submission in WBSCM.

13. Complete the certifications (attributes questions) using the following as a guide.
i. Offer is made subject to the Master Solicitation; the applicable Supplement and/or Specification(s), the Solicitation, and FAR/AGAR.
ii. Timely Performance Certification. All products required under any existing USDA contract(s)/purchase order(s) or subcontract(s) with a not-later-than delivery date prior to this bid opening ___________________. Choose one:
A. Have been delivered.
B. Have not been delivered.
C. Have not been delivered, but the Offeror has notified the Contracting Officer.
D. There are no existing contracts.
iii. Offeror requests HUBZone small business price evaluation preference (YES) (NO). Applies only to firms certified in the Small Business Administration's Historically Underutilized Business Zone program (FAR subpart 19.13).

iv. Furnish name, title, phone number, and e-mail address of person submitting this bid (must be an officer of the company or a person authorized to execute contracts on behalf of the bidder).
Note: There may be additional certification (attribute) questions depending on the material that is being offered on each individual Solicitation/IFB.

(End of provision)

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

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

1. Be a federally or state licensed warehouse and be on the Commodity Credit Corporations (CCC)'s List of Authorized Warehouses or have a put through agreement or other means to assure timely delivery through an export elevator on CCC's List of Approved Warehouses, with the ability to load ocean-going vessels and barges from a spout that is physically attached to the storage location.

2. Be a federally or state-licensed warehouse and be on CCC's List of Authorized Warehouses or have a put through agreement or other means to ensure timely delivery through a dockside facility or a floating Mid-stream facility for exporting milled rice or soybean meal.

3. Have the ability to issue or cause to be issued export weight and grade certificates covering the exportation of the product at the location of the elevator. The certificates shall be acceptable to the Federal Grain Inspection Service.

4. Have approved loadout rates for tankers and tween-deckers.

5. If loading is out of the Great Lakes, trans-shipment will be allowed providing the origin of the loading is out of the Great Lakes. The original Laker vessel shall be loaded at the federally or state licensed warehouse and trans-shipped to a larger ocean-going vessel most commonly in the St. Lawrence Seaway.

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

(End of provision)

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

Commodity	NAICS Code	Small Business Size Standard	Product Service Code
All Purpose Wheat Flour/Bread Flour Bulgur Wheat/Soy - Fortified Bulgur Cornmeal Corn-Soy Blend Plus Soy-Fortified Cornmeal Super Cereal Plus Wheat Soy Blend	311211	1,050	8920
Milled Rice/Fortified Milled Rice (Bagged) Milled Rice (Bulk) Rice Products	311212	750	8915
Crude or Refined Corn Oil	311221	1,300	8945
Fully Refined Soybean Oil-Bulk Crude Degummed Soybean Oil-Bulk Soybean Meal-Bulk Value Added Soy Products	311224	1,250	8945
Vegetable Oils Sunflower Seed Oil Corn Oil	311225	1,100	8945
Ready-To-Use Supplementary Food Ready-To-Use Therapeutic Food	311340	1,000	8940
Dehydrated Potato Products	311423	750	8920
Dried Dairy Ingredients	311514	1,000	8910
Tallow	311613	750	8945
Fortified Poultry-Based Spread	311615	1,250	8935
Canned Salmon	311710	750	8925
Peanut Products	311824	850	8925
Bags	314910	500	8105
Bagged Grain Dry Edible Beans Grain (Bulk) Peas & Lentils	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)