AMS Master Solicitation for Commodity Procurement – Domestic Programs (MSCP-D)

For Domestic Food Distribution Program Purchases
Commercial Item, Sealed Bidding

Effective: November 19, 2025

USDA, Agricultural Marketing Service
Commodity Procurement Program
1400 Independence Ave., SW, Room 3522-S, STOP 0239
Washington, DC 20250-0239

An Equal Opportunity Provider and Employer

This MSCP-D is updated in its entirety to align with the Revolutionary FAR Overhaul. This version of the Master Solicitation incorporates FAR clauses and provisions in effect through FAC 2025-06.

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I. GENERAL INFORMATION

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

USDA will periodically issue solicitations under this Master Solicitation to purchase agricultural commodities and the products thereof (USDA Foods) for distribution through domestic food distribution programs. USDA Foods under this contract must be a product of the United States (see clause 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.
The Master Solicitation is updated as necessary to incorporate changes in the Federal Acquisition Regulation (FAR), Agricultural Acquisition Regulations (AGAR), and AMS policies and procedures. Bidders should not assume that a copy of the Master Solicitation, once downloaded for a particular IFB, will be applicable for subsequent IFBs. The effective date at the top of the Master Solicitation document governs which version of the Master Solicitation is applicable to particular solicitation/invitations for bids (IFB).

Awards will be made following the principles in the RFO FAR and AGAR. The IFB will specify the commodity; delivery periods; destinations; quantities; the closing time for receipt of bids; acceptance date, and any solicitation provisions and contract clauses applicable to the proposed procurement which are in addition to, or different from, those contained in the Master Solicitation. The full texts of the applicable RFO FAR provisions and clauses incorporated into the contract can be found at https://www.acquisition.gov/far/part-52.

Offerors are advised to carefully read this Master Solicitation, the applicable IFB, and the applicable commodity specification/requirements and/or supplement. Failure to do so will be at the offeror's risk. These documents are incorporated into the contract. Offerors are cautioned that statements made by Government personnel other than the Contracting Officer are not binding on the Government unless confirmed in writing by the Contracting Officer. Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

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

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.

Offers, modifications, and withdrawals shall be submitted electronically via the Web Based Supply Chain Management Computer System (WBSCM). Submission of the aforementioned by any means other than WBSCM will be deemed nonresponsive. WBSCM is available online at: https://portal.wbscm.usda.gov/. See provision 4A52.214-1

This version of the Master Solicitation incorporates RFO FAR clauses and provisions in effect through FAC 2025-06.

II. CONTRACT CLAUSES

A. 52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (Nov 2025)

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

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

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

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

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

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

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

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

(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.

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

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

(i) *Payment*—

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

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

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

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

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

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
(B) Affected contract number and delivery order number, if applicable;
(C) Affected line item or subline item, if applicable;
(D) Contractor point of contact; and

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

(5) *Interest*.

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

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

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

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

within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

(o) *Warranty*.* The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.
(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.
(r) *Order of precedence*.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;
(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
(3) Other contract clauses incorporated in the solicitation or contract;
(4) Addenda to this solicitation or contract;
(5) Solicitation provisions incorporated in the solicitation;
(6) Other paragraphs of this clause;
(7) Other documents, exhibits, and attachments; and
(8) The specification.

(s) *Unauthorized obligations*.

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

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

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

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in

other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(End of clause)

B. ADDENDA TO 52.212-4

(a) Definitions – 52.212-4 Addendum.

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

(A) The solicitation, or amended solicitation, provides a different definition;

(B) The contracting parties agree to a different definition;

(C) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

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

b. Definitions applicable to this solicitation—

"Agricultural Commodity" or "USDA Food" means a product grown, processed, and otherwise prepared for sale or distribution exclusively in the United States except with respect to minor ingredients (See AGAR 470.103(b)). Ingredients from nondomestic sources will be allowed to be utilized as a United States product if such ingredients are not otherwise: (1) produced in the United States; and (2) commercially available in the United States at fair and reasonable prices from domestic sources. See clause **4A52.225-70**, *U.S. Origin Product*.

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

New Year's Day	January 1st*
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May

Juneteenth National Independence Day	June 19th*
Independence Day	July 4th*
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th*

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

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

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

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

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

1) Inspection. The Government reserves the right to perform quality assurance at source; source includes, but is not limited to, contractor's manufacturing facility, packaging facility, warehouse, in-house laboratory, subcontractor's facilities, etc.
2) Acceptance. Formal acceptance shall occur when the Government approves the invoice for payment. The Government reserves the right to completely or partially reject or revoke acceptance of non-conforming product (manufacturers lots, sub-lots, production dates or the like) either before or after formal acceptance occurs.
3) Non-Compliance. Regardless of whether formal acceptance has occurred, the Government may enforce any and all contract terms upon learning that the contractor has violated such terms, including, but not limited to, the requirement in 4A52.225-80 U.S. Origin Verification and Tracebacks to confirm 100 percent domestic origin.

(d) Changes – 52.212-4 Addendum.

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

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

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

(o) Warranty – 52.212-4 Addendum.

(1) Liability for Losses Due to Deterioration or Spoilage

The Contractor shall reimburse USDA for all losses due to deterioration or spoilage sustained by USDA for which the Contractor is responsible, but only if such losses are discovered within a reasonable time,

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

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

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

(r) Order of Precedence – 52.212.4 Addendum

Contracts issued pursuant to this Master Solicitation also incorporate the following documents

as part of the contract: the applicable solicitation; the applicable commodity specification and/or supplement; the Contractor's offer; and the contract/WBSCM Purchase Order. If the contract documents are inconsistent or contradictory, the following order of precedence will prevail giving precedence in the following order:

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

(end of Addenda)

C. ADDITIONAL CLAUSES

52.204-13 System for Award Management – Maintenance (Nov 2025)

(a) Definitions. As used in this clause—

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or
(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) Active registration.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at https://www.sam.gov during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.
(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) Novation and change-of-name agreements.

(1) If the Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(i) Change the legal business name in SAM;
(ii) Comply with the requirements of FAR part 42; and
(iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to

support the legally changed name.

(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) Assignees.

(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.

(2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

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

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

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

(End of clause)

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

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

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

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

(End of clause)

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

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this

contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages per calendar day of delay, not to exceed 45 days of delay, at the following rates:

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

(b) If the Government terminates this contract in whole or in part under 52.212-4 paragraph (m) *Termination for cause*, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in 52.212- 4 paragraph (f) *Excusable delays* in this contract.

(End of clause)

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

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

(End of clause)

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

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

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

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

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

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

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

(End of clause)

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

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

performance under this contract.

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

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

(End of clause)

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

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

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

(b) PRIMARY PACKAGING (Immediate Container):

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

as well as any food ingredient that contains protein derived from one of these foods, with the exception of highly refined oils, as "major food allergens."; e.g. Contains:

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

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

(d) SHIPPING CONTAINERS:

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

Princeton Pike Corporate Center
1009 Lenox Drive, Suite 202
Lawrenceville, NJ 08648
Phone: 609.620.0200
https://www.gs1us.org/what-we-do/about-gs1-us

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

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

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

(End of clause)

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

(a) If the Contractor cannot meet the Not-Later-Than (NLT) delivery date, they shall notify the Contracting Officer immediately. If the delay is beyond the Contractor's control, they must request an extension at least three business days before the NLT date. Failure to submit the request or denial of the extension request will result in liquidated damages per FAR clause 52.211-11. Extension requests submitted after the NLT date or delay requests due to weekends/Federal holidays will not be accepted. The request shall include the following information:

1. Applicable, identifiable contract and contract line-item information;
2. Documentation evidencing the event and how that event is beyond the control or negligence of the Contractor;
3. Estimated delivery dates that the product will be delivered; and
4. Any additional information requested by the contracting officer.

(b) If a Contractor's product is rejected, they must deliver an acceptable replacement by the NLT delivery date to avoid liquidated damages. If the replacement arrives after the NLT delivery date, liquidated damages will be assessed.

(c) When deliveries are made by contract carrier or vendor's own vehicle, the date shown on the signed commercial bill of lading will be considered the date of delivery.

(End of clause)

452.211-79 Unitization Requirements (Sept 2025)

(a) Unless otherwise specified by the Government, all shipments of packaged products shall be unitized (palletized and stretch wrapped).

1. Pallets shall be:
   i. Constructed to facilitate the safe handling and transportation of the packaged product, as a unit, without loss or damage.

ii. A Number 2, four-way, reversible flush stringer with no broken runners or slats.
iii. Suitable for use in the shipment of food products.

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

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

(end of clause)

4A52.219-80 The 8(a) Program (June 2021)

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

(End of clause)

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

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

For agricultural commodities procured on the basis of full and open competition for domestic food aid programs, the price offered by a qualified HUBZone small business concern shall be deemed as being lower than the price offered by another offeror (other than another small business concern), if the price offered by the qualified HUBZone small business concern is not more than 10 percent higher than the price offered by the otherwise lowest, responsive, and responsible offeror.

The price evaluation preference shall be—

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

(End of clause)

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

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

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

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

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

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

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

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

(End of Clause)

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

a) The products of agricultural commodities acquired under this contract must be a product of the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territories of the Pacific Islands (hereinafter referred to as "the United States"), except as may otherwise be required by law, 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 except with respect to minor ingredients (See AGAR 470.103(b)). Ingredients from nondomestic sources will be allowed to be utilized as a United States product if such ingredients are not otherwise: (1) produced in the United States; and (2) commercially available in the United States at fair and reasonable prices from domestic sources. See 4A52.225-71 U.S. Origin Product – Ingredient Waivers 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 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 solicitation. The burden of proof of compliance is on the Contractor.
f) Domestic origin verification requirements must be included in the Contractor's technical proposal, if applicable. The attached form (EXHIBIT 1 or EXHIBIT 2) must be completed and must be presented to an AMS or Federal Grain Inspection Service (FGIS) representative, the Contracting Officer, or agent thereof upon request.
g) FAR clause 52.225-5, Trade Agreements incorporated by reference in FAR clause 52.212-5 applies only to packaging and container components. Agricultural commodities and their products are exempt from 52.225-5.

(End of clause)

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

a) When requested, contractors will make all paperwork available to USDA that confirms 100% domestic origin traceback from the destination to the origin orchard/field/vineyard/farm/etc., including all steps in the process.
b) If the Government determines that the contractor has failed to provide complete traceback documentation, the Government may, in lieu of actual damages, assess liquidated damages as specified below.
    - 3% of the contract price of all orders associated with the failed traceback.
c) Incomplete U.S. Origin Verification is deficient past performance and may, at the Government's discretion, subject the contractor to the probationary period described in 4A52.209-70 (c) Past Performance with Regard to Offeror's Present Responsibility. 4A52.209-70 (d) describes the timeframe for which this past performance may be considered.
d) The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of clause)

52.232-11 Extras (Apr 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

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

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

(End of clause)

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

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

1) ASN as invoice (if ASN is required). Contractor's advance shipment notice (ASN), entered in WBSCM in accordance with 4A52.211-80, will serve as the contractor's invoice, i.e., request for payment. Separate entry of an invoice using WBSCM's Supplier Self Service is no longer required. ASN is not required on service contracts or some supplies.
2) Supporting documents. When required by the contracting officer, contractor shall upload additional supporting documents when submitting their shipment receipt or ASN in WBSCM. This may include:
   (A) Proof of product conformance—as required in the applicable commodity specifications document or solicitation—such as:
      i. Official checkloading certificate(s), and/or
      ii. Certificate of Analysis (COA), and/or
      iii. Certificate of Conformance (per FAR Clause 52.246-15), and/or
      iv. AMS Commodity Inspection Certificate or Graders Memorandum.
   (B) Any waivers granted by the Contracting Officer, if applicable.
   (C) The Contracting Officer reserves the right to specify any combination of documents listed above to evidence proof of product conformance.
   (D) Bill of Lading signed by the recipient stating that quantity received is good (see clause 4A52.247-3, Bill of Lading Notations, for required contents of a bill of lading.)
3) Authorization to pay. The Government will not review an invoice for payment until all required supporting documentation has been received. In addition to the items in paragraph (2) above, all invoice payments must be supported by a receiving report (proof of delivery). A recipient-entered WBSCM goods receipt will serve as the receiving report. The recipient (receiving official) should enter the goods receipt into WBSCM no later than the 2nd business day after delivery.
4) Payment due dates. The due date for making an invoice payment is as follows—

Upon receipt of a proper invoice for:	**Payment must be made as close as possible to but not later than:**

Meat or meat food products. As defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Public Law 98-181, including any edible fresh or frozen poultry meat, and perishable poultry meat food product, fresh eggs, and any perishable egg product.	7th day after receipt of a proper invoice.
Fresh or frozen fish. As defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)).	7th day after receipt of a proper invoice.
Perishable agricultural commodities. As defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C 499a(4)). (This includes frozen fruit and vegetable products).	10th day after receipt of a proper invoice, unless another day is specified in the contract.
(4) Dairy products. As defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products fall within this classification. Nothing in the Act limits this classification to refrigerated products. If questions arise regarding the proper classification of a specific product, the contracting officer must follow prevailing industry practices in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the contractor making the representation.	10th day after a proper invoice has been received
All other processed canned commodities (including fruits, vegetables, fish, and poultry products).	30th day after receipt of a proper invoice.

(End of clause)

52.242-13 Bankruptcy (July 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the contracting officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of government contract numbers and contracting offices for all government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-15 Stop-Work Order (Aug 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to

the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop- work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.242-17 Government Delay of Work (Apr 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the

contract.

(End of clause)

52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

(a) *Definitions.* As used in this clause—
Commercial product, commercial service and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.
Subcontract has the meaning at FAR 44.401
(b) *Requirements*.

(1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.
(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.219-8 *	Utilization of Small Business Concerns	JAN 2025
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010

52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	MAR 2015
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
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	JAN 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.224-3	Privacy Training	JAN 2017
52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.240-91	Security Prohibitions and Exclusions	DATE
52.240-91 with Alt I	Security Prohibitions and Exclusions, with its Alternate I	DATE
52.240-92	Security Requirements	DATE

52.240-92 with Alt II	Security Requirements, with its Alternate II	DATE
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021

* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(c) *Subcontracts*. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

(End of clause)

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

a) The Contractor shall comply with the higher-level quality standard(s) listed below. 4, Quality Management System
   5.1, Management Commitment
   5.3, Quality Policy
   5.5, Responsibility, Authority, Communication
   5.6, Management Review (Limited to 5.6.1 and 5.6.2)
   6, Resource Management
   7.1, Planning of Product Realization 7.2, Customer Related Processes 7.4, Purchasing Process
   7.5, Production and Service Provision
   7.6, Control, Monitoring and Measuring Devices 8, Measurement, Analysis and Improvement
   The ISO 9001-2000 standard can be ordered from the ANSI Electronics Standards Store at http://www.ansi.org. Official ISO certification is not required.

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

(End of clause)

52.246-15 Certificate of Conformance (Apr 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection

provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on _____ [*insert date*], the _____ [*insert Contractor's name*] furnished the supplies or services called for by Contract No._____ via ___ [*Carrier*] on __ [*identify the bill of lading or shipping document*] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: _____ Signature: ___ Title: _____

(End of clause)

452.246-71 Manufacturing Practices (Oct 2025)

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

b) Plant Survey or Plant Systems Audit (PSA)

1. Successful bidders/offerors are required to undergo and pass an annual plant survey or PSA. The primary purpose of a plant survey or PSA is to ensure that products are produced in a clean, sanitary environment and verify that Federal requirements are met. Contractors are required to maintain process operations records that are sufficiently detailed as to allow AMS, Specialty Crop Program, and Specialty Crop Inspection Division (SCID), to determine past and current sanitation practices.
2. The AMS, Specialty Crop Program, SCID, will conduct the plant surveys/PSA. SCID personnel will follow the procedures found in the most current version of SCID AIM, Sanitation and Safety Manual, or the most current version of SCID AIM, Plant Systems Audit Manual.
3. Contractors must provide the Contracting Officer with a copy of an acceptable completed plant survey/PSA. An acceptable plant survey/PSA will be valid for one year.
4. Contractors who have a SCID in-plant contract service agreement will be considered as having met the plant survey/PSA requirement, since a plant survey/PSA is a prerequisite to a contract service agreement. Similarly, Contractors who have completed a SCID plant survey/PSA for any other purpose within one year of award will also be deemed to have satisfied this requirement.
5. The plant survey/PSA must be completed and approved prior to the bid opening/solicitation close date and maintained throughout the length of the contract. It is the responsibility of the contractor and/or subcontractor to schedule the audit in a timely manner to ensure it has been completed and approved

prior to the bid opening/solicitation close date. Offerors who submit a bid/offer with a processing plant and/or shipping point that are not in compliance with this requirement will be deemed non-responsive for that processing plant and/or shipping point.

(End of Clause)

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

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

(End of clause)

52.247-34 F.o.b. Destination (Jan 1991)

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

52.247-58 Loading, Blocking, and Bracing of Freight Car Shipments (Apr 1984)

(a) Upon receipt of shipping instructions, as provided in this contract, the supplies to be included in any carload shipment by rail shall be loaded, blocked, and braced by the Contractor in accordance with the standards published by the Association of American Railroads and effective at the time of shipment.
(b) Shipments, for which the Association of American Railroads has published no such standards, shall be loaded, blocked, and braced in accordance with standards established by the shipper as evidenced by written acceptance of an authorized representative of the carrier.
(c) The Contractor shall be liable for payment of any damage to any supplies caused by the failure to load, block, and brace in accordance with acceptable standards set forth herein.
(d) A copy of the appropriate pamphlet of the Association of American Railroads may be obtained from that Association.

(End of clause)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2025)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. 55305) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are—
    (1) Acquired for a U.S. Government agency account;
    (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
    (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
    (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.
(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.
(c)
    (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both
        (i) the Contracting Officer and
        (ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.
    (2) The Contractor shall furnish these bill of lading copies
        (i) within 20 working days of the date of loading for shipments originating in the United States, or

(ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.
(B) Name of vessel.
(C) Vessel flag of registry.
(D) Date of loading.
(E) Port of loading.
(F) Port of final discharge.
(G) Description of commodity.
(H) Gross weight in pounds and cubic feet if available.
(I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to—

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial products or commercial services unless—

(i) This contract is—

(A) A contract or agreement for ocean transportation services; or
(B) A construction contract; or

(ii) The supplies being transported are—

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or
(B) Shipped in direct support of U.S. military—

(1) Contingency operations;
(2) Exercises; or
(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

(End of clause)

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

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

(End of clause)

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

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

(End of clause)

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

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

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

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

(End of clause)

452.247-73 Seals on Transportation Conveyances (Oct 2025)

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

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

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

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

e) When making deliveries to more than one destination from the same railcar, the quantities required at

each stop off must be placed in separate compartments under seal.

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

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

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

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

(End of clause)

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

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

(End of clause)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

(End of clause)

Clauses Incorporated by Reference

Number	Title	Date
52.203-6 with Alt I	Restrictions on Subcontractor Sales to the Government	June 2020
52.203-13	Contractor Code of Business Ethics and Conduct	Nov 2021
52.203-17	Contractor Employee Whistleblower Rights	Nov 2023

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Sept 2025
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Sept 2025
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Sept 2025
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	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
52.219-33	Nonmanufacturer Rule	Nov 2025
52.222-3	Convict Labor	Nov 2025
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
52.223-23	Sustainable Products and Services	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
52.229-12	Tax on Certain Foreign Procurements	July 2025
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
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Mar 2023
52.233-3	Protest After Award	Sept 2025
52.233-4	Applicable Law for Breach of Contract Claim	Sept 2025
52.240-91	Security Prohibitions and Exclusions	Nov 2025

52.253-1 Computer Generated Forms (Nov 2025)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

III. CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

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

B. Exhibits 1 and 2 (next 2 pages)

DOMESTIC ORIGIN CERTIFICATION FOR FRUIT, VEGETABLE, AND POULTRY PRODUCTS

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

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

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

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

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

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

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

DOMESTIC ORIGIN CERTIFICATION FOR RICE PRODUCTS

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

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

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

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

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

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

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

IV. SOLICITATION PROVISIONS

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

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

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

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

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

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

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

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

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

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

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

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

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

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

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

B. 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).

(End of Addenda)

C. ADDITIONAL PROVISIONS

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)

a) Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
e) Penalties. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(End of provision)

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality

Agreements or Statements-Representation (Jan 2017)

a) *Definition*. As used in this provision-
Internal confidentiality agreement or statement, subcontract, and subcontractor , are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

b) In accordance with 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), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

d) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.204-7 System for Award Management—Registration (Nov 2025)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.

a) *Definitions*. As used in this provision—
Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.
Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.
Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.
Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).
Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity

under a new name.

Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-13, System for Award Management—Maintenance, of this solicitation.

b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:

(1) *Unique entity identifier (UEI)*.

(i) The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.

(ii) 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 UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(iii) The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.

(2) *Taxpayer identification number (TIN)*.

(i) The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(i) The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for—

(A) Itself;

(B) Its immediate owner(s), if any;

(C) Its highest-level owner, if any; and

(D) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(ii) If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.

(iii) The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv) If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	**Then…**
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)

Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) *Representations and certifications*.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	Title	Date
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024

52.219-1 Alt II	Small Business Program Representations, with its Alternate II	Mar 2023
52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

(2) By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

(End of provision)

52.209-1 Qualification Requirements (Sept 2025)

a) *Definition*. As used in this clause—
Qualification requirement means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

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

USDA, AMS Commodity Procurement Program
NewVendor@usda.gov
https://www.ams.usda.gov/selling-food/becoming-approved

c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already

met the standards specified, the relevant information noted below should be provided.

Offeror's Name _____
Manufacturer's Name_____
Source's Name _____
Item Name _____
Service Identification _____
Test Number _____ (to the extent known)

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

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

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

(End of provision)

52.209-7 Information Regarding Responsibility Matters (Sept 2025)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.209-12 Certification Regarding Tax Matters (OCT 2025)

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

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

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

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

(3) Has not ☐, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

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

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

1. The offeror must certify to timely performance on current contracts and subcontracts in the attribute questions of the IFB/solicitation. The offeror shall notify the Contracting Officer of late deliveries prior to submission of bids. The Contracting Officer will determine if late performance is beyond the control or negligence of the offeror prior to the bid/solicitation closing date. A false certification may result in rejection of the offer, suspension and debarment by USDA, termination of the contract, liability for damages under the provisions of this Master Solicitation, other administrative actions, or criminal prosecution.
2. The Contracting Officer may deem the offeror non-responsible and ineligible to participate in an

IFB/solicitation if the offeror or any of their affiliates or subcontractors is delivering late and the late deliveries are not due to causes beyond the offeror's control or negligence.

3. Offerors with deficient past performance may be put on a probationary period**,** limiting the quantity awarded on a solicitation.
4. Past performance will be considered during the Contracting Officer's responsibility determination using the Contractor's performance for the last three (3) years prior to bid opening of the IFB/solicitation close.

(End of provision)

52.214-3 Amendments to Invitations for Bids (Nov 2025)

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

b)

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

(i) By signing and returning the amendment;

(ii) By identifying the amendment number and date in space provided for this purpose on the form for submitting a bid;

(iii) By letter; or

(iv) By email, if email bids are authorized in the solicitation.

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

(End of provision)

52.214-4 False Statements in Bids (Apr 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 Submission of Bids (Nov 2025)

a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a) (1) and (2) of this provision when delivered to the office specified in the solicitation.

c) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

52.214-6 Explanation to Prospective Bidders (Apr 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., shall request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 Late Submissions, Modifications, and Withdrawals of Bids (Nov 2025)

a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

b)

(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and—

(i) If it was transmitted through an electronic commerce method authorized by the IFB, 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 bids; or

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

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

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

d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids 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.

e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-10 Contract Award—Sealed Bidding (July 1990)

a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

b) The Government may—

(1) Reject any or all bids;

(2) Accept other than the lowest bid; and

(3) Waive informalities or minor irregularities in bids received.

c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may 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 bidder specifies otherwise in the bid.

d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either

party.

e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.214-22 Evaluation of Bids for Multiple Awards (Mar 1990)

In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating bids, that $500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs.

(End of provision)

52.214-34 Submission of Offers in the English Language (Apr 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 Submission of Offers in U.S. Currency (Apr 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(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)

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

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

in association with that plant. Therefore, any plant locations not approved, from which offeror intends to use in performance of the contract, should be added by vendor's corporate administrator.

(End of provision)

52.219-1 Small Business Program Representations (Nov 2025)

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

(b)

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

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

Commodity	Commodity Requirements Document	NAICS Code	Product Service Code	Small Business Size Standard
Meat Processed from Carcasses (except poultry) (Fine Ground/Coarse Ground Beef/Beef Patties/Pork Products)		311612	8905	1,000
Bakery Flour Mix	BFM	311824	8920	850
Butter		311512	8945	750
Canned Dried Beans / Canned Fruit / Canned Juice / Canned Vegetables		311421	8915	1,000
Canning, Specialty (Canned Beef Chili without the beans/Beef Stew)		311422	8935	1,400
Cereal, Fortified R-T-E	FC	311230	8940	1,300
Cereal, Processed	PC	311230	8920	1,300
Cheese, Bulk Cheese, Process Cheese, Mozzarella	DPPC DNAC DMOZ	311513	8910	1,250
Chicken Products / Chicken Bulk / Turkey Products		311615	8905	1,250
Corn Products (including Blue Corn Meal)	CP	311211	8920	1,050
Corn Syrup		311999	8925	700
Crackers (Saltine)	CR	311821	8920	1,250
Dehydrated Products		311423	8940	750
Dried Fruit		311423	8915	750
Dry Beans / Legumes		311999	8915	700
Eggs Products		311999	8910	700
Flour, Bakery	BF	311211	8920	1,050
Flour, Wheat	WF	311211	8920	1,050
Frozen Fruit/ Frozen Juice/ Frozen Vegetables		311411	8915	1,100
Infant Formula	IFD	311514	8940	1,000
Instant Rice Baby Cereal	RC	311230	8940	1,300
Macaroni and Cheese (Dry)	MC	311824	8920	850

Milk, Evaporated Milk, Instant Nonfat Dry Milk, Nonfortified Nonfat Dry Milk, Ultra High Temperature	EVD IMD DMD UHD	311514	8910	1,000
Milk, Fresh Fluid		311511	8910	1,150
Nuts, Roasted		311911	8925	750
Oil, Bulk Soybean	VP	311224	8945	1,250
Oil, Vegetable	VP	311225	8945	1,100
Pancakes, Whole Wheat Frozen	PAN	311412	8920	1,250
Pasta Products	PA	311824	8920	850
Peanut Products (Peanut Butter, Roasted Peanuts)	PP	311911	8925	750
Peanuts, Raw Shelled		311911	8925	750
Perishable Prepared Food Manufacturing (Fresh Fruits and Vegetables, Fresh Sliced Apples, Baby Carrots, etc.)		311991	8915	700
Rice Products	RP	311212	8920	750
Seafood Products Preparation and Packaging (Fresh and Frozen Seafood)		311710	8905	750
Sunflower Seed Butter	SSB	311224	8945	1,250
Tortillas, Whole Wheat Frozen	TOR	311830	8920	1,250
Wild Rice	WR	311212	8915	750
Yogurt	DYO	311511	8910	1,150

(End of provision)

52.219-2 Equal Low Bids (Oct 1995)

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

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

_____

_____

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

(End of provision)

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

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

(1) It is compliant with all applicable Federal anti-discrimination laws and the Equal Protection

principles of the U.S. Constitution.

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

b) If the offeror participates in, facilitates, or funds programs that implicate Title VI of the Civil Rights Act of 1964 or Title IX of the Education Amendments of 1972, as amended, including but not limited to grants to or for schools, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related grants to prisons or other detention facilities, by submission of its offer, the offeror certifies that it is compliant with those laws, including 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)

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

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

(End of provision)

452.246-70 Food Defense Requirements (Oct 2025)

a) Contractors and subcontractors must have an approved food defense plan by the bid opening/solicitation close date. This plan ensures the security of production processes, including the storage and transportation of raw materials and finished products. It must address the following areas, as applicable:
   1. Food security plan management;
   2. Outside and inside security of the production and storage facilities;
   3. Slaughter and processing, including all raw material sources;
   4. Shipping and receiving;
   5. Storage;
   6. Water and ice supply
   7. Mail handling;
   8. Personnel security; and
   9. Transportation, shipping, and receiving (including the sealing of any transport conveyance for truck lot and less-than-truck lot quantities of finished products).

b) The food defense plan must be audited and approved by USDA, AMS before the bid opening/solicitation close date and maintained throughout the contract. The respective AMS program areas (Livestock and Poultry, Dairy, Specialty Crops Inspection, and Federal Grain Inspection) will conduct these audits for their area. Nonconformities for poultry and livestock must be addressed within 14 days with the Quality Assessment Division, while those for fruits and vegetables must be addressed with the Specialty Crops Inspection Division, both before the bid opening/solicitation close. Cross-utilization among AMS program areas for audits may be permitted if requested by the vendor and approved by the Contracting Officer and the responsible program area. Contractors will have an opportunity to correct identified nonconformities and update their plans. The Contracting Officer will determine follow-up audit frequency. An approved food defense audit is valid for 12 months.

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

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

(End of Provision)

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the

provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

(End of provision)

Provisions Incorporated by Reference

Number	Title	Date
52.212-1	Instructions to Offerors - Commercial Products and Commercial Services	Nov 2025
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sept 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	Jan 2017
52.204-7	System for Award Management—Registration	Nov 2025
52.209-12	Certification Regarding Tax Matters	Oct 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	July 2025
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	Nov 2025
52.233-2	Service of Protest	Sept 2025