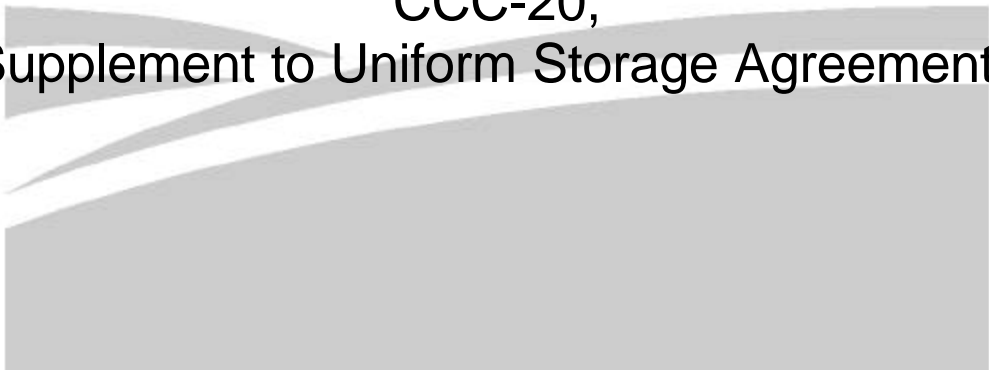


United States Department of Agriculture  
Commodity Credit Corporation

USDA

CCC-20,  
Supplement to Uniform Storage Agreements



U.S. DEPARTMENT OF AGRICULTURE  
Commodity Credit Corporation

Supplement No.  1

**SUPPLEMENT TO UNIFORM STORAGE AGREEMENTS**

**Required Certifications and Standard Clauses**

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U.S. DEPARTMENT OF AGRICULTURE  
Commodity Credit Corporation

Supplement No. 1

**SUPPLEMENT TO UNIFORM STORAGE AGREEMENTS**

This CCC-20, Supplement to Uniform Storage Agreements, contains the Required Certifications and Standard Clauses applicable to Warehouse Operators with a storage agreement to store commodities for the Commodity Credit Corporation (CCC). Its terms and conditions are applicable to all warehouse operators who contract with CCC to store commodities.

**1. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED BY REFERENCE -**

The Storage Agreement is the Contract and the Warehouse Operator is the Prime Contractor for the purposes of the Agreements. Where the term "contract" appears in a clause of the Agreements, either in full text or by reference, it includes the Storage Agreement. Where the term "contractor" appears in a clause of the Agreements, either in full text or by reference, it includes the Warehouse Operator.

This agreement 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 address: [www.arnet.gov/far/loadmain52.html](http://www.arnet.gov/far/loadmain52.html).

<b>FAR Clause</b>	<b>Title of Clause</b>	<b>Date</b>
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	Apr 1984
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997
52.219-8	Utilization of Small Business Concerns	Oct 2000
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-3	Convict Labor	Aug 1996
52-222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	Sep 2000
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	Dec 2001
52-222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-41	Service Contract Act of 1965, As Amended	May 1989
52.223-6	Drug-Free Workplace	May 2001
52.242-13	Bankruptcy	Jul 1995

**2. DEFINITIONS -**

- (a) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (b) "Subcontract" includes, but is not limited to, except as otherwise provided in this agreement, purchase orders and changes and modifications to purchase orders under this agreement.
- (c) "Warehouse Operator" means contractor and is the entity approved under the storage agreement.

**3. ASSIGNMENT -**

Except as specifically provided herein, the Warehouse Operator may not assign this agreement or any rights hereunder.

**4. DEBT SETTLEMENT POLICIES AND PROCEDURES AND ASSIGNMENT OF PAYMENTS -**

- (a) The provisions of 7 C.F.R. 1403, Debt Settlement Policies and Procedures, are incorporated into this agreement.
- (b) The provisions of 7 C.F.R. 1404, Assignment of Payments, are incorporated into this agreement.

**5. STORAGE AND SPACE AVAILABILITY -**

The Warehouse Operator does not guarantee the availability of space, and CCC does not guarantee to store any commodities with the Warehouse Operator.

**6. WHERE TO SUBMIT REPORTS AND NOTICES -**

Unless otherwise instructed by CCC, the Warehouse Operator must submit written reports and notices required under this agreement to the Contracting Officer.

**7. DESCRIPTIVE HEADINGS -**

The headings, which precede the sections and subsections of this agreement, are supplied for convenience of the reader and do not affect the meaning or the construction of any provision of this agreement.

**8. APPLICABLE AGENCIES -**

Any agency of the United States under the general supervision of the Secretary of Agriculture is entitled to the services and facilities of the Warehouse Operator with respect to commodities owned by or in the possession of such agency upon the same terms and conditions as set out in this agreement with respect to commodities owned by or in the possession of CCC.

**9. TERMINATION -**

- (a) Termination by CCC - CCC may terminate this agreement with respect to any or all of the warehouses covered hereby, without being deprived of any claim for damages, if the Warehouse Operator:
  - (1) Is determined to be non-responsible by the Contracting Officer in that the Warehouse Operator:
    - (i) fails to meet and maintain the Standards for Approval of Warehouses for Grain, Rice, Dry Edible Beans, and Seed (7 C.F.R. §1421.5551 et seq.) or the Standards for Approval of Dry and Cold Storage Warehouses for Processed Commodities, Extracted Honey, and Bulk Oils (7 C.F.R. §1423), or the Standards for Approval of Warehouses for Cotton or Cotton Linters (7 C.F.R. §1427.1081 et seq.) whichever is applicable;
    - (i) has demonstrated inability to comply with the requirements of the agreement;
    - (ii) has an unsatisfactory record of integrity and business ethics; or

- (iii) is or recently has been seriously deficient in agreement performance unless the Contracting Officer determines that the circumstances were properly beyond the Warehouse Operator's control;
  - (2) Fails to fulfill or violates any material term or condition of this agreement including, but not limited to, failure to:
    - (i) maintain sufficient quantity and quality of commodities in inventory to meet the obligations as required by the terms of this agreement;
    - (ii) maintain adequate records; and
    - (iii) deliver the commodities to CCC in accordance with the instructions of CCC and this agreement;
  - (3) Makes any false statement or misrepresentation in any of the agreement documents, reports of examination, invoices for payment, or any other documents relating to performance under this agreement;
  - (4) Fails to execute properly and return standard required amendments to this agreement;
  - (5) Fails to correct any nonmaterial violation of this agreement or any exception to acceptable warehouse practices found by a warehouse examiner within fifteen (15) days after written notice of the violation is delivered to the Warehouse Operator; or
  - (6) Is determined to be ineligible because of noncompliance with the Highly Erodible Land and Wetland Conservation provisions of Sections 1201-1223; 1241-1244 of Pub. L. 99-198 (See 7 C.F.R. Part 12) to receive a payment made under Section 4 or 5 of the CCC Charter Act during such crop year for the storage of an agricultural commodity owned by CCC.
- (b) Termination by the Warehouse Operator - The Warehouse Operator may terminate this agreement with respect to any and all of the warehouses covered by this agreement without being deprived of any claim for damages if CCC defaults in the performance of any material provision of this agreement.
  - (c) Breach of Contract - The Warehouse Operator shall be liable to CCC for any loss resulting from any breach of obligation or misrepresentation by the Warehouse Operator in connection with any provision of this agreement.
  - (d) Suspension and Debarment - If CCC terminates this agreement for cause, CCC may institute proceedings in accordance with applicable suspension and debarment regulations of CCC to suspend or debar the Warehouse Operator.

## 10. INVOICING -

CCC will provide computer prepared invoices for use in billing for handling and storage charges. The Warehouse Operator's own invoice forms may be submitted for other authorized services upon prior agreement between CCC and the Warehouse Operator. CCC may require submission of Warehouse Receipts, Bills of Lading, Inspection Certifications, Weight Certificates, Checkloading Certifications, and other documentation for substantiation of invoiced charges. Payments will be made as promptly as practicable after acceptable invoices are received and approved. Payments not promptly made by CCC will accrue interest under the CCC interest policy of 7 C.F.R. 1403 and the Prompt Payment Act.

## 11. TERMINOLOGY -

Unless the context indicates otherwise, use of the plural form of a word includes the singular and use of the singular form of the word includes the plural.

**12. EXAMINATION OF RECORDS -**

- (a) CCC or its authorized representatives, such other authorized agents of the Federal Government, shall, until 6 years after a record is made, have access to and the right to examine any of the Warehouse Operator's books, documents, papers, or other records involving transactions related to this agreement.
- (b) The Warehouse Operator agrees to include in first-tier subcontracts under this agreement a clause to the effect that extends to the authority in (a) transactions related to the subcontract.

"Subcontract," as used in this clause, excludes:

- (1) purchase orders not exceeding \$10,000, and
  - (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.
- (c) The periods of access and examination in paragraphs (a) and (b) for records relating to: (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this agreement, or (3) costs and expenses of this agreement to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

**13. DISPUTES -**

- (a) This agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this agreement shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of agreement terms, or other relief arising under or relating to this agreement. A claim arising under an agreement, unlike a claim relating to that agreement, is a claim that can be resolved under an agreement clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the warehouse operator seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)
  - (1) A claim by the warehouse operator shall be made in writing and, unless otherwise stated in this agreement, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the warehouse operator shall be subject to a written decision by the Contracting Officer.
  - (2)
    - (i) The warehouse operator shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
    - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
    - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the agreement adjustment for which the warehouse operator believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the warehouse operator. "
  - (3) The certification may be executed by any person duly authorized to bind the warehouse operator with respect to the claim.

- (e) For warehouse operator claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the warehouse operator, render a decision within 60 days of the request. For warehouse operator-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the warehouse operator of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the warehouse operator appeals or files a suit as provided in the Act.
- (g) If the claim by the warehouse operator is submitted to the Contracting Officer or a claim by the Government is presented to the warehouse operator, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the warehouse operator refuses an offer for ADR, the warehouse operator shall inform the Contracting Officer, in writing, of the warehouse operator's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The warehouse operator shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the agreement, and comply with any decision of the Contracting Officer.

**14. FRAUDULENT CLAIMS -**

- (a) Section 5 of the Contract Disputes Act of 1978 (41 USC 601, 604) provides that if a Warehouse Operator is unable to support any part of its claim under the agreement and such inability is attributable to misrepresentation of fact or fraud on the part of the Warehouse Operator, the Warehouse Operator shall be liable to the Government for:
  - (1) An amount equal to the unsupported part of the claim; and
  - (2) Costs to the Government attributable to reviewing that part of the claim.
- (b) "Misrepresentation of fact" is defined by the Contract Disputes Act of 1978 as a false statement of substantive fact, or any conduct which leads to a belief of a substantive fact material to proper understanding of the matter in hand, made with intent to deceive or mislead.
- (c) All instances of suspected fraudulent claims shall be reported, through channels, to the Attorney General.

**15. TAXPAYER IDENTIFICATION (Oct 1998) -**

- (a) Definitions.
  - (1) "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Warehouse Operator is a member.
  - (2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Warehouse Operator in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All Warehouse Operators must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 USC 7701(c) and 3325(d), reporting requirements of 26 USC 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting agreement is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Warehouse Operator to furnish the information may result in a 31 percent reduction of payments otherwise due under the agreement.

- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Warehouse Operator's relationship with the Government (31 USC 7701(c)(3)). If the resulting agreement is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Warehouse Operator's TIN.
  
- (d) Taxpayer Identification Number (TIN).
  - (1) TIN: \_\_\_\_\_ .
  - (2) TIN has been applied for.
  - (3) TIN is not required because:
    - Warehouse Operator is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
    - Warehouse Operator is an agency or instrumentality of a foreign government;
    - Warehouse Operator is an agency or instrumentality of the Federal Government.
  
- (e) Type of organization.
  - (1) Sole proprietorship;
  - (2) Partnership;
  - (3) Corporate entity (not tax-exempt);
  - (4) Corporate entity (tax-exempt);
  - (5) Government entity (Federal, State, or local);
  - (6) Foreign government;
  - (7) International organization per 26 C.F.R. 1.6049-4;
  - (8) Other \_\_\_\_\_ .
  
- (f) Common parent.
  - (1) Warehouse Operator is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
  - (2) Name and TIN of common parent:
    - Name \_\_\_\_\_ :
    - TIN \_\_\_\_\_ .

**NOTE:** *The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval and mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

*The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting this information is the Commodity Credit Corporation (CCC) Charter Act (15 USC 714 et seq.) and the regulations promulgated thereunder (7 CFR Part 1421, 1423, and 1427). The information will be used to complete the terms of an agreement between the warehouse operator and CCC. Furnishing the information is voluntary, however, without it, eligibility to enter into an agreement with CCC cannot be determined, and the agreement will be denied. In addition to the routine uses published in the Federal Register for this information, the information on this form may be provided to the IRS, the Department of Justice, other governmental agencies, other state or federal law enforcement agencies, or to a court, magistrate, or administrative tribunal. All information provided herein is subject to verification by the CCC. The provisions of criminal and civil fraud statutes include, but are not limited to, 18 USC. 286, 287, 371, 641, 651, 1001, 1014; 15 USC 714M; and 31 USC 3729.*

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