



U.S. Department of Justice
Federal Bureau of Prisons
Federal Correctional Complex
Forrest City, AR 72335

May 9, 2023

RE: 15B50823Q00000014
Federal Correctional Complex
Forrest City, Arkansas 72335

Dear Quoter:

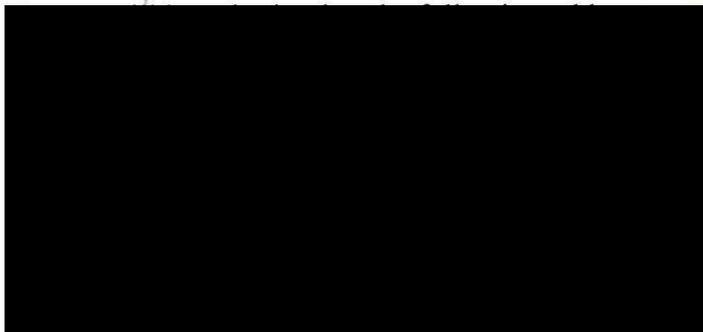
This cover letter precedes a solicitation package prepared by the Federal Correctional Complex, Forrest City, Arkansas, for the acquisition of ***Dry Goods/Subsistence Items 4th Quarter FY 2023***. This package contains all necessary information for submitting a quotation for evaluation. When submitting a quotation, offerors should consider all information provided in the solicitation. Please carefully follow all instructions provided in this solicitation concerning the content, format, and submission of quotations.

Contractors MUST include their Data Universal Number System (DUNS) number as well as their CAGE and UEI number from Sam.gov in their quotes. The Contracting Officer will verify registration in the SAM database prior to award by entering the potential awardee's DUNS number into the system database. ***Failure to complete the registration procedures outlined in this solicitation may result in the elimination from consideration for award.***

The Government intends to make multiple fixed price awards to the offerors (bidders) offering the lowest price and who conform to all requirements of the solicitation. Payments can be made by Purchase Order or Purchase Card. The Government reserves the right to award by line item or in aggregate.

The Contracting Officer assigned to this procurement is the undersigned. Your attention is directed to the fact that the Contracting Officer is the only individual who can legally commit or obligate the Government to an expenditure of public funds should an award result from the RFQ.

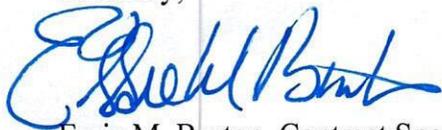
Quotes will be received on or before the deadline of **MAY 19, 2023 AT 12:00 P.M. CENTRAL TIME.**



[REDACTED] When submitting a quote,
please include your **name, address, phone number, duns number and fax number**. Quotes
received after the deadline will be handled in accordance with FAR 52.212-1(f).

[REDACTED]

Sincerely,



Essie M. Burton, Contract Specialist
Federal Bureau of Prisons

Enclosure

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

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Section 1 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Rice Rice, U.S. Grade 1 , Long Grain MILLED Rice, Parboiled Light 50 LB BAGS PSC: 8915	40,000	LB	\$ _____	\$ _____
0002	Cereal Cereal, Prepared, Ready to Eat, Wheat, Bran Flakes, made from Whole grains or combination of whole and refined grains. (CID A-A-20000D, Type I, Class 5, Grain Composition A). Bulk package 20 lb case. Specify case weight on bid. PSC: 8945	13,200	LB	\$ _____	\$ _____
0003	Beans, Dry, Pinto Beans Beans, Dry, Pinto, Whole, U.S. Grade 1 - 3 50 lb. bag PSC: 8945	7,500	LB	\$ _____	\$ _____
0004	Great Northern Beans Beans, Great Northern, In Brine, Meatless. (CID A-A-20134D, Type I, Class C, Style 1), Nutrient content claim d, Agricultural practice (1). 6/#10 cans per case PSC: 8945	56	CS	\$ _____	\$ _____
0005	Pasta, Spaghetti Pasta, Spaghetti, Long Form, Regular. (CID A-A-20062E, Type VI, Style A, B, or C). Enriched in accordance with the requirements as specified in 21 CFR 139.115 and 21 CFR 139.135. 1 lb to 40 lb sealed bags. 20 LB. CASES PSC: 8920	4,000	LB	\$ _____	\$ _____
0006	All Purpose Flour Flour, General, All Purpose, Unbleached. (CID A-A-20126F, Type II or VI, Style A). PSC: 8920	12,500	LB	\$ _____	\$ _____
0007	Shortening, Liquid (deep-fry cooking) Shortening, Liquid (deep-fry cooking) (CID A-A20100D, Type III). Shortening will consist only of deodorized vegetable fats and oils, or blends of vegetable oils. The fats and oils will have been processed by hydrogenation. Shortening shall contain antifoaming agents and may contain antioxidants. Smoke point meets or exceeds 425 degrees F. 5-Gallon Container or 35 lb container (4.4 gallon). Note package size provided on bid. PSC: 8945	26	CO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0008	Pimentos, Canned Pimentos, Canned, as such product is defined in the Standards of Identity for Canned Pimientos (21 CFR 155.200). Pieces, Slices, Diced or Chopped. US Grade A (US Fancy) or Grade C (US Standard). State can and case size on bid. PSC: 8945	56	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Beans, Kidney Beans, Kidney or Red, Canned, In Brine, Meatless, Light or Dark Red. (CID A-A-20134C, Type I or IV, Class C, D, E, or I, Style 1). 6/#10 cans per case PSC: 8945	112	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Cereal Cereal, Prepared, Ready to Eat, Frosted Flakes. (CID A-A-20000D, Any Type, Any Class, Any Grain Composition). Bulk package range 12 to 40 lb case. Specify case weight and type of cereal on bid. Type of cereal may be specified locally. PSC: 8945	8,320	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Beans, Dry Black Beans Beans, Dry, Black Beans, Whole, U.S. Grade 1 - 3 PSC: 8950	5,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Vinegar Vinegar, Distilled, 50 Grain Strength, 4/1 Gallon containers per case. PSC: 8945	56	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Brown Sugar Sugar, Brown, Light or Dark (CID A-A-20135D, Type II, Style A or B) PSC: 8925	2,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Elbow macaroni Pasta, Macaroni, Elbow Form, Regular. (CID A-A-20062E, Type I, Style A, B, or C). Enriched in accordance with the requirements as specified in 21 CFR 139.113 and 21 CFR 139.135. 1 lb to 40 lb sealed bags. PSC: 8925	4,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Ketchup Tomato Catsup, as defined in the standard of identity for catsup, ketchup, catchup (21 CFR 155.194). U.S. Grade A-C. 6/#10 Cans per case. PSC: 8925	56	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	Tomatoes, Canned, Diced Tomatoes, Canned, Diced, as defined in the standard of identity for canned tomatoes (21 CFR 155.190). U.S. Grade A-C, Average drained weight of 54.7 to 63.5 ounces per #10 can. 6/#10 cans .	504	CS	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PSC: 8945				
0017	Tomato, Paste Tomato, Paste, as defined in the standard of identity for tomato paste (21 CFR 155.191). Natural Tomato Soluble Solids ranging from extra heavy to medium concentration (28 to 39.3%). U.S. Grade A, U.S. Fancy, U.S. Grade C, or U.S. Standard. 6/#10 cans . PSC: 8945	112	CS	\$ _____	\$ _____
	PSC: 8915				
0018	Canned Carrots Vegetable, Carrots, Canned, Sliced, Diced, Julienne, French Style, or Cut. Minimum drain weight 64 oz. U.S. Grade A, U.S. Fancy, U.S. Grade C or U.S. Standard. As defined in Food and Drug Standard of Identity 21 CFR 155.200. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada. 6/#10cans • ""SPLIT ORDER 10/03/2022 AND 11/15/2022" PSC: 8915	672	CS	\$ _____	\$ _____
	PSC: 8915				
0019	PASTA ENRICHED EGG NOODLES Pasta, Enriched Egg Noodles, Ribbon Shaped Noodles or Large Bow Shaped Noodles. (CID A-A-20063C, Type I or Type II, Style B). 1 lb to 40 lb sealed bags. PSC: 8915	2,000	LB	\$ _____	\$ _____
	PSC: 8915				
0020	Crushed Tomatoes Tomatoes, Canned, Crush, as defined in the standard of identity for canned tomatoes (21 CFR 155.190). U.S. Grade A - C. Average drained weight of 54.7 to 63.5 ounces per #10 can. 6/#10 cans. PSC: 8945	336	CS	\$ _____	\$ _____
	PSC: 8945				
0021	Tortilla Chips Tortilla Chips, Corn, Round or Triangular, Enriched, Shelf Stable, Table Ready (CID A-A-20143B, Type II, Style A, Shape a or c, Enrichment type I, Product state a, Cook state I). Bulk packaged. PSC: 8945	156	CS	\$ _____	\$ _____
	PSC: 8945				
0022	Pancake, Frozen Pancake, Frozen, Regular Any Flavor, round in shape PSC: 8945	306	CS	\$ _____	\$ _____
	PSC: 8945				
0023	Lasagna Noodles Pasta, Lasagna Noodles, Curl or Flat Form, Whole Wheat Blend, Whole Wheat, or Regular. (CID A-A-20062F, Type VIII, Class 1 of or 2, Style A, B, or C). Enrichment type (A). 1 lb. to 40 lb. sealed bags. PSC: 8910	860	LB	\$ _____	\$ _____
	PSC: 8910				
0024	Cereal, Rolled Oats Cereal, Rolled Oats, Quick cooking, Unflavored, Any Style, Any container size (CID A-A-20090F, Type II, Flavor A, Style 1-3)	7,500	LB	\$ _____	\$ _____

PSC: 8910						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0025	Meat Alternative, Individually Frozen, Soy, Vegetable, or Legume Based, Patty or Rectangle Shaped Beef Meat Alternative, Individually Frozen, Vegetable Patty or Rectangle Shaped (CID A-A-20275A, Type I, II, or III, Style A or L.) Product to be Vegan alternative for Beef Patty. Product will not contain any animal by products or ingredients. PSC: 8945	5,200	EA	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0026	Canned Green Beans Vegetable, Beans, Green, Canned, Cut, Sliced Lengthwise, or French Style, Round Tye, Good to reasonably good character (A or B), Minimum drain weight 59 oz. U.S. Grade A-C. As defined in Food and Drug Standard of Identity 21 CFR 155.120. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada. 6/#10 cans or pouches per case. State can or pouch on bid. ***** spLrr ORDER 10/03/2022 AND 11/15/2022***** PSC: 8945	1,008	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0027	Canned Beets Vegetable, Beets, Canned, Whole, Slices, Quarters, Diced, Julienne, French Style or Cut. Minimum drain weight 64 oz. U.S. Grade A, U.S. Fancy, U.S. Grade C or U.S. Standard. As defined in Food and Drug Standard of Identity 21 CFR 155.200. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada. 6/#10 cans or pouches per case. State can or pouch on bid. PSC: 8920	168	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0028	Canned Corn Vegetable, Corn, Whole Kernel (Whole Grain), Canned, Golden (or yellow), Grade A-C. As defined in Food and Drug Standard of Identity 21 CFR 155.130. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada. 6/#10 cans or pouches per case or 6/75 oz vac-pack cans per case. State type of can or pouch on bid. PSC: 8945	784	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0029	Taco Shells Taco Shells, Corn, U Shaped, Enriched. (CID A-A-20143B, Type III, Style A, Shape b, Enrichment type i). Each. State case count on bid. PSC: 8920	200	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0030	Canned Collard Greens Vegetable, Collard Greens, Canned, Grade U.S. No. 1. As defined in Title 7, 51.521. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada. 6/#10 cans or pouches per case. State can or pouch on bid. PSC: 8920	168	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0031	Canned Mixed Vegetable Vegetable, Mixed (5-way mix including carrots, green beans, peas, corn, and lima beans), Canned, With Salt, Without Salt, No Said	336	CS	\$ _____	\$ _____	

	Added, Low Sodium, or Other. (CID A-A-20120E, Type II, Style A, B, C, D, or E). Minimum drain weight of 64 oz. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada. 6/#10 cans PSC: 8945				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	French Toast French Toast, Frozen, Regular or Low Fat, Any Flavor, Any Shape. (CID A-A-20234B, Type II, Style A or B, Class 3, Flavor A, B, C, or D, Shape 1 - 8). Each. State case count on bid. PSC: 8920	276	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	Canned Sweet Peas Vegetable, Peas, SWEET, Canned. U.S. Grade A - C. As defined in Food and Drug Standard of Identity 21 CFR 155.170. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada. 6/#10 cans or pouches per cas. State can or pouch on bid. PSC: 8945	224	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	Pizza Pizza, Prepared, Frozen, Cheese, Thin Crust, Mozzarella Cheese (Regular, Lite or Low-moisture part skim as indicated in 21 CFR 133.144, 133.158, and 133.113), Enriched wheat or whole wheat crust, Wedge, Rectangle, Round Individual, or Round Oversized (specify size), Individually Quick Frozen. (CID A-A-20277, Type I, Style of Pizza A, Type of Cheese 1, 2, 3, or 7, Crust a, Shape 1, cut b; Shape 2, cut b; Shape 3, cut d, e, or f; or Shape 4.) Ingredients: Pizza will consist of a dough crust, tomato sauce, cheese and spices. The dough crust shall contain enriched flour and yeast and/or other leavening agents. The sauce shall be prepared from peeled and cored tomatoes, tomato puree, and/or tomato paste; water; and spices, including salt; and/or other ingredients as appropriate. Product shall be manufactured not more than 180 days prior to delivery. Bid Quote MUST indicate actual portion weight, dimensions, & case pack. PSC: 8920	160	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	Rotini Pasta Pasta, Macaroni, Rotini Form, Whole Wheat Blend, Whole Wheat, or Regular. (CID A-A-20062F, Type V, Style A, B, C, or D). Enrichment type (A). 1 lb. to 40 lb. sealed bags. PSC: 8945	3,300	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	Tortillas Tortillas, Wheat, White with no spices or herbs, or Other. 7" - 10" in diameter, Round Shelf stable, refrigerated, or frozen, Table Ready. (CID A-A-20143B, Type 1, Style B, C, or E, Size 7, 8, or 9, Shape a, Enrichment type I, Product state a, c, or d, Cook state I). Each. State case count on bid. PSC: 8920	88	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037	Soup Base, Bouillon, Beef Flavor Soup Base, Bouillon, Beef Flavor, Low or Reduced Sodium, Powdered, No added monosodium glutamate. (CID A-A-20202B, Type I, Class 2 or 3, Style A, Flavor Enhancer A). Maximum moisture percent by weight is 3.5. Maximum total fat percent by weight is 15%. Maximum of 140 mg of sodium per 8 oz. of finished product, Finished product must be completely soluble in boiling water when prepared according to the label instructions, Single yield: The one (1) lb. of powdered finished product must	500	LB	\$ _____	\$ _____

dilute to a final volume of not less than five (5) gallons (5.67 grams makes an 8 oz. cup serving size) (Double yield -1 lb. = 10> gal) (triple yield -1 lb. = 15> gallon), Yield must be marked on container, All delivered product must be labeled with ingredients. Quote must include cost for finished 10 gallons of broth. Specify case weight on bid.

PSC: 8945

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038	Soup Base, Bouillon, Chicken Flavor Soup Base, Bouillon, Chicken Flavor, Low or Reduced Sodium, Powdered, No added monosodium glutamate. (CID A-A-20202B, Type II, Class 2 or 3, Style A, Flavor Enhancer A). Maximum moisture percent by weight is 3.5. Maximum total fat percent by weight is 15%. Maximum of 140 mg of sodium per 8 oz. of finished product, Finished product must be completely soluble in boiling water when prepared according to the label instructions, Single yield: The one (1) lb. of powdered finished product must dilute to a final volume of not less than five (5) gallons (5.67 grams makes an 8 oz. cup serving size) (Double yield -1 lb. = 10> gal) (triple yield -1 lb. = 15> gallon), Yield must be marked on container, All delivered product must be labeled with ingredients. Quote must include cost for finished 10 gallons of broth. Specify case weight on bid.	500	LB	\$ _____	\$ _____

PSC: 8945

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039	Cheese Sauce Sauce, Cheese, 6-#10 Cans (Nacho Cheese Sauce) Serve hot or cold. Cheese Whey, Vegetable Oil (Contains one or more of the following: Sunflower Oil, Canola Oil, Soybean Oil), Modified Food Starch, Cheddar Cheese (Cultured Milk, Salt, Enzymes), Contains 1 percent or less of the following: Vinegar, Sodium Phosphate, Salt, Jalapeno Peppers, Sodium Caseinate, Natural Flavor, Monosodium Glutamate, Lactic Acid, Cellulose Gum, Annatto and Oleoresin Paprika Color, Autolyzed Yeast Extract, Datem, Mono and Diglycerides	112	CS	\$ _____	\$ _____

PSC: 8945

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	French Fries Vegetable, Potatoes, French Fries, Frozen, Institutional type, Straight Cut, Crinkle Cut, Slices, or Strips. Strips will be 3/8 x 3/8, 1/2 x 1/4, or 3/8 x 3/4 inch and be Extra Long, Long, or Medium (at least 50% or more are 2 inches or longer. FRYABLE or OVENABLE. (Instructions on how to prepare in the oven/fryer are acceptable) U.S. Grade A, U.S. Fancy or U.S. Grade B. As defined in Title 7 62.2391-2405. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada. Examples of acceptable types also includes wedges, waffle cut, and steak cut. OVENABLE MUST BE STATED ON THE BOX AS PART OF COOKING INSTRUCTIONS • "SPLIT ORDER 10/03/2022 AND 11/15/2022**	24,000	LB	\$ _____	\$ _____

PSC: 8920

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	Tater Tots Vegetable, Potatoes, (TATER TOTS). Preformed, Precooked, Frozen, Institutional type. Round, Cross-sectional dimension 3/4 to 1" diameter. Length 1 to 1 1/2 inch, 47 - 54 units per pound. Unseasoned, seasoned with spices, or seasoned with spices and salt. (CID A-A-20038C, Pack Type II, Style A, Cross Sectional Dimension 1, Length i, Count A, Seasoning 2, 3, or 5. Cooking Method A). Originated from crops that have been 100 percent grown, processed and packed in the United State or Canada. OVENABLE MUST BE STATED ON THE BOX AS PART OF COOKING INSTRUCTIONS • "SPLIT ORDER 10/03/2022 AND 11/15/2022**	18,000	LB	\$ _____	\$ _____

PSC: 8920

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0042	Coffee Cake Mix COFFEE CAKE MIX, 50 POUND BAGS, JUST ADD WATER PSC: 8920	200	BG	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	Sauce, Soy Sauce, Soy, Fermented or Fermented, Reduced Sodium. (CID A-A-20087D, Type I or IV), 4/1 Gallon plastic containers per case PSC: 8945	112	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	Vegetable, Spinach, Vegetable, Spinach, Cut leaf of Sliced, U.S. Grade A, U.S. Fancy, U.S. Grade B, or U.S. Extra Standard. As defined in Food and Drug Standard of Identity 21 CFR 51.990. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada, 6/#10 cans or pouches per case. State can or pouch on bid. PSC: 8920	336	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	TUNA, CANNED Tuna, Can or Flexible Pouch, Chunk, Light or White (Albacore), Packed in Water, Salt/Sodium Level Regular, No Said Added, Very Low Sodium, or Low Sodium. (CID A-A-20155D, Type A or B, Form I, Color A or B, Packing Media 1, Salt/Sodium Level A, B, C, or D). Sodium content will not exceed 1.5% salt. Tuna can be a product of the U.S. or other Foreign Country that meets the requirements of 21 CFR 123.12. Product may contain soy and/or vegetable broth. Quote must specify size 66.5 OZ and packing of case and if quoting on cans or pouches. PSC: 8945	96	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046	Sauce, Worcestershire Sauce, Worcestershire. (CID A-A-20099C). 4/1 gallon plastic containers per case. PSC: 8945	112	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047	CAKE MIX CAKE MIX 50 LB BAGS, BLUEBERRY POWDERED CAKE MIX ADD WATER ONLY PSC: 8945	500	BG	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0049	Meat Alternative, Individually Frozen, Soy, Vegetable, or Legume Based, Patty or Rectangle Shaped Meat Alternative, Individually Frozen, Soy, Vegetable, or Legume Based, Patty or Rectangle Shaped (CID A-A-20275A, Type I, II, or III, Style A or L.). Fully cooked, chicken flavor. Product to be alternative for Chicken Patty. Product will not contain any animal by product or ingredients. PSC: 8945	4,000	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0050	Soup Base, Bouillon, Vegetable Flavor Soup Base, Bouillon, Vegetable Flavor, Low or Reduced Sodium, Powdered, No added monosodium glutamate. (CID A-A-20202B, Type IV, Class 2 or 3, Style A, Flavor Enhancer A). Maximum moisture percent by weight is 3.5. Maximum total fat percent	250	LB	\$ _____	\$ _____

by weight is 15%. Maximum of 140 mg of sodium per 8 oz. of finished product. Finished product must be completely soluble in boiling water when prepared according to the label instructions. Single yield: The one (1) lb. of powdered finished product must dilute to a final volume of not less than five (5) gallons (5.67 grams makes an 8 oz. cup serving size) (Double yield -1 lb. = 10> gal) (triple yield -1 lb. = 15> gallon), Yield must be marked on container. All delivered product must be labeled with ingredients. Quote must include cost for finished 10 gallons of broth. Specify case weight on bid.

PSC: 8945

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	Oils Oils, Salad, Vegetable, Canola (rapeseed), Corn, Cottonseed, Olive (refined), Peanut, Safflower, Soybean, Sesame, Sunflower, or any other vegetable oils or combinations of these oils. (CID A-A-20091D, Type II). Gallons, Half Gallons, 5 Gallon Containers, or 35 lb Containers. Note size of container and case size on bid. PSC: 8945	32	CO	\$ _____	\$ _____
0052	Disp Spork W/Napkins Disp Spork W/Napkins S&P, Each Disp Spork W/Napkins S&P, 1000 COUNT CASE PSC: 8945	400	CS	\$ _____	\$ _____
0053	Dressing, Salad Italian Dressing, Salad, Regular, Italian Low Cal. Reduced Fat, Fat Free, or Light. (CID A-A-20140D, Type II, Style A, B, C, or D). Salad Dressing shall comply with 21 CFR 169.150. 4/1 gallon plastic containers per case. Note Style on bid. PSC: 8945	56	CS	\$ _____	\$ _____
0054	Yellow Cake Mix Yellow Cake Mix, 50 Pound Bag, Powdered Cake Mix, Yellow Cake, CID A-A-20181B, Type 1, Style B PSC: 8945	100	BG	\$ _____	\$ _____
0055	Bottled Water Bottled Water, Ind 16 oz-24 Count Case PSC: 8945	374	CS	\$ _____	\$ _____
0056	Vegetable, Potatoes, White, Dehydrated Vegetable, Potatoes, White, Dehydrated, Mashed, Granules or Flakes without or with peel. (CID A-A-20032G, Type II, Style A, B, or C). Product label must have rehydration instructions and yield amounts. 6/#10 cans per case or bulk packed by the pound. Indicate case/bag size on bid. PSC: 8945	3,720	LB	\$ _____	\$ _____
0057	Redd Peppers Diced Canned Red Peppers, Diced, Canned, 6-#10, Vegetable, Peppers, Red, Diced, 6 - #10 Cans or pouches per Case, Packed to standard U.S. Grade A. State pouch or can on bid. PSC: 8945	56	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0058	CANNED PINTO BEANS Beans, Pintos, Canned, In Brine, Meatless. (CID A-A-20134C, Type I or IV, Class B, Style 1). 6/#10 cans per case PSC: 8945	112	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0059	Garlic Powder Spices, Garlic, Powder. From dehydrated garlic bulb ground to a fine powder after the milling process. 100% air dried garlic. Appearance and Flavor Cream Brown Fine Powder with the characteristic odor and flavor of garlic. No off notes. Texture -A dry medium fine granular powder, slightly fibrous. Moisture less than 12%. Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents. 1 lb sealed plastic containers NAME BRAND ONLY PSC: 8945	720	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0060	Beverage Mix Beverage Mix, Each-72/5oz per Case, Beverage Mix, Assorted Flavors, 5oz Packs, Each 5 oz packs is to make 5 gallons. PSC: 8945	20	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061	Canned Black Beans Beans, Black, Canned, In Brine, Meatless. (CID A-A-20134C, Type I, Class K or Type IV, Class A; Style 1). 6/#10 cans per case PSC: 8945	112	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062	Disp Food Trays Disp. Food Tray 3 Comp., 200 Count Case. Clam trays PSC: 8945	200	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063	Hominy Grits Hominy Grits, Enriched, WHITE Regular (CID A-A-20035D, Type I or II, Style A). 50 LB BAG PSC: 8945	2,800	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0064	Dressing, Mayonnaise Dressing, Mayonnaise, Regular, (CID A-A-20140D, Type I, Style A, B, C, or D). 4/1 Gallon plastic containers per case. PSC: 8945	56	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0065	Sugar White Powered Sugar, White (Refined), Powdered or Confectioners (CID A-A-20135E, Type I, Style C) PSC: 8945	2,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0066	Mustard Mustard, Prepared, Yellow (Salad Style). (CID A-A-20036C, Type I). 4/1 Gallon Plastic Containers per case. PSC: 8945	26	CS	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0067	Frozen Biscuits BISCUITS, 2 oz. FROZEN HEAT AND SERVE READY PSC: 8945	230	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0068	Pickled Sweet Relish Pickle, Relish, Sweet (mild or regular), Individual, Cured. Product will comply with the United States Standards for Grades of Pickles (55 FR 11905). Grade A or B. 9 Gram Individual Packet, Each. Specify case count on bid. PSC: 8945	24	CS	\$ _____	\$ _____

Section 2 - Contract Clauses

52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2021)

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment.--*
- (1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
- (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected line item or subline item, if applicable; and
- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6) *Interest*.
- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of

- the Treasury as provided in 41 U.S.C. 7109 , which is applicable to the period in which the amount becomes due, as provided in (i)(6) (v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if--
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*

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

(i) Any such clause is unenforceable against the Government.

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

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

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

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

(End of clause)

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2021)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Full Text

DOJ-02 Contractor Privacy Requirements (JAN 2022)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984) and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974, the contractor is advised that the relevant DOJ system of records notices (SORNs) applicable to this Privacy Act information may be found at <https://www.justice.gov/opcl/doj-systems-records>. [1] Applicable SORNs published by other agencies may be accessed through those agencies' websites or by searching the Federal Digital System (FDsys) available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

Except where use of Contractor networks, IT, other equipment, or Workplace as a Service (WaaS) is specifically authorized within this contract, the Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or WaaS and Government information shall remain within the confines of authorized Government networks at all times. Any handling of Government information on Contractor networks or IT must be approved by the Senior Component Official for Privacy of the component entering into this contract. Except where remote work is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of remote work authorizations.

(3) Prior Approval Required to Hire Subcontractors

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees

The Contractor shall complete and submit an appropriate separation checklist to the Contracting Officer before any employee or Subcontractor employee terminates working on the contract. The Contractor must submit the separation checklist on or before the last day of employment or work on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposition of personally identifiable information (PII)[2], in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer

systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to PII or other sensitive information.

In the event of adverse job actions resulting in the dismissal of a Contractor or Subcontractor employee before the separation checklist can be completed, the Prime Contractor must notify the Contracting Officer within 24 hours and confirm receipt of the notification. In the case the Contractor is unable to notify the Contracting Officer, then the Contractor should notify the Contract Officer's Representative (COR).

Contractors must complete the separation checklist with the Contracting Officer or COR by returning all Government-furnished property including, but not limited to, computer equipment, media, credentials and passports, smart cards, mobile devices, Personal Identity Verification (PIV) cards, calling cards, and keys and terminating access to all user accounts and systems. Unless the Contracting Officer requests otherwise, the relevant Program Manager or other Key Personnel designated by the Contracting Officer or COR may facilitate the return of equipment.

B. Privacy Training, Safeguarding, and Remediation

(1) Required Security and Privacy Training for Contractors

The Contractor must ensure that all employees take appropriate privacy training, including Subcontractors who have access to PII as well as the creation, use, dissemination and/or destruction of PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle PII, including heightened security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of PII. These courses, along with more information about DOJ security and training requirements for Contractors, are available at <https://www.justice.gov/jmd/learndoj>. The Federal Information Security Modernization Act of 2014 (FISMA) requires all individuals accessing DOJ information to complete training on records management, cybersecurity awareness, and information system privacy awareness. Contractor employees are required to sign the "Privacy Rules of Behavior," acknowledging and agreeing to abide by privacy law, policy, and certain privacy safeguards, prior to accessing DOJ information. These Rules of Behavior are made available to all new users of DOJ's computer network and to trainees at the conclusion of DOJ-OPCL-CS-0005.

The Contractor should maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required privacy and cybersecurity training.

(2) Safeguarding PII Requirements

Contractor employees must comply with DOJ Order 0904 and other guidance published to the publicly-available Office of Privacy and Civil Liberties (OPCL) Resources page[3] relating to the safeguarding of PII, including the use of additional controls to safeguard sensitive PII (e.g., the encryption of sensitive PII). This requirement flows down from the Prime Contractor to all Subcontractors and lower tiered subcontracts.

(3) Non-Disclosure Agreement Requirement

Prior to commencing work, all Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (NDA) and the DOJ IT Rules of Behavior. The Non-Disclosure Agreement:

(a) prohibits the Contractor from retaining or divulging any PII or other sensitive information, or derivatives therefrom, furnished by the Government or to which they may otherwise come in contact as a result of their performance of work under the contract/task order that is otherwise not publicly available, whether or not such information has been reduced to writing; and

(b) requires the Contractor to report any loss of control, compromise, unauthorized disclosure, or unauthorized acquisition of PII or other sensitive information to the component-level or headquarters Security Operations Center within one (1) hour of discovery.

The Contractor should maintain signed copies of the NDA for all employees as a record of compliance. The Contractor should also provide copies of each employee's signed NDA to the Contracting Officer before the employee may commence work under the contract/task order.

(4) Prohibition on Use of PII in Vendor Billing and Administrative Records

The Contractor's invoicing, billing, and other financial or administrative records or databases is not authorized to regularly store or include any sensitive PII or other confidential government information that is created, obtained, or provided during the performance of the contract without the written permission of the Senior Component Official for Privacy (SCOP). It is acceptable to list the names, titles and contact information for the Contracting Officer, COR, or other personnel associated with the administration of the contract in the invoices as needed.

(5) Reporting Actual or Suspected Data Breach

Contractors must report any actual or suspected breach of PII within one hour of discovery.[4] A "breach" is an incident or occurrence that involves the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose. The report of a breach must be made to DOJ. The Contractor must cooperate with DOJ's inquiry into the incident and efforts to minimize risks to DOJ or individuals, including remediating any harm to potential victims.

- (a) The Contractor must develop and maintain an internal process by which its employees and Subcontractors are trained to identify and report the breach, consistent with DOJ Instruction 0900.00.01[5], Reporting and Response Procedures for a Breach of Personally Identifiable Information.
- (b) The Contractor must report any such breach by its employees or Subcontractors to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000); Component-level Security Operations Center and Component-level Management Team, where appropriate; the COR; and the Contracting Officer within one (1) hour of the initial discovery.
- (c) The Contractor must provide a written report to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000) within 24 hours of discovery of the breach by its employees or Subcontractors. The report must contain the following information:
 - (i) Narrative or detailed description of the events surrounding the suspected loss or compromise of information.[6] Date, time, and location of the incident.
 - (ii) Amount, type, and sensitivity of information that may have been lost or compromised, accessed without authorization, etc.
 - (iii) Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.[7]
 - (iv) Names and classification of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
 - (v) Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.[8]
 - (vi) Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
 - (vii) Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

(d) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(e) At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access PII or to work on that contract based on their actions related to the loss or compromise of PII.

(6) Victim Remediation

At DOJ's request, the Contractor is responsible for notifying victims and providing victim remediation services in the event of a breach of PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose PII was lost or compromised. When DOJ requests notification, the Department Chief Privacy and Civil Liberties Officer and SCOP will direct the Contractor on the method and content of such notification to be sent to individuals whose PII was breached. By performing this work, the Contractor agrees to full cooperation in the event of a breach. The Contractor should be self-insured to the extent necessary to handle any reasonably foreseeable breach, with another source of income, to fully cover the costs of breach response, including but not limited to victim remediation.

C. Government Records Training, Ownership, and Management

(1) *Records Management Training and Compliance*

(a) The Contractor must ensure that all employees and Subcontractors that have access to PII as well as to those involved in the creation, use, dissemination and/or destruction of PII take the *DOJ Records and Information Training for New Employees (RIM)* training course or another training approved by the Contracting Officer or COR. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. The Contractor shall maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records containing PII and those covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) *Records Creation, Ownership, and Disposition*

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency information. The Contractor shall certify, in writing, the appropriate disposition or return of all Government information at the conclusion of the contract or at a time otherwise specified in the contract. In accordance with 36 CFR 1222.32, the Contractor shall maintain and manage all Federal records created in the course of performing the contract in accordance with Federal law. Records may not be removed from the legal custody of DOJ or destroyed except in accordance with the provisions of the agency records schedules.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and may be considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

(1) *Restrictions on Testing or Training Using Real Data Containing PII*

The use of real data containing PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible.

(2) *Requirements for Contractor IT Systems Hosting Government Data*

The Contractor is required to obtain an Authority To Operate (ATO) for any IT environment owned or controlled by the Contractor or any Subcontractor on which Government data shall reside for the purposes of IT system development, design, data migration, testing, training, maintenance, use, or disposal.

(3) *Requirement to Support Privacy Compliance*

(a) If this contract requires the development, maintenance or administration of information technology[9], the Contractor shall support the completion of the Initial Privacy Assessment (IPA) document, if requested by Department personnel. An IPA is the first step in a process to identify potential privacy issues and mitigate privacy risks. The IPA asks basic questions to help components assess whether additional privacy protections may be needed in designing or implementing a project[10] to mitigate privacy risks, and whether compliance work may be needed. Upon review of the IPA, the OPCL determines whether a Privacy Impact Assessment (PIA) document and/or SORN, or modifications thereto, are required. The Contractor shall provide adequate support to complete the applicable risk assessment and PIA document in a timely manner, and shall

ensure that project management plans and schedules include the IPA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DOJ, including IPAs, PIAs, and SORNs, is located on the DOJ OPCL website (<https://dojnet.doj.gov/privacy/>), including DOJ Order 0601, Privacy and Civil Liberties. The Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy risk assessment and documentation, the Contractor shall provide adequate support to DOJ to ensure DOJ can complete any required assessment, and IPA, PIA, SORN, or other supporting documentation to support privacy compliance. The Contractor shall work with personnel from the program office, OPCL, the Office of the Chief Information Officer (OCIO), and the Office of Records Management and Policy to ensure that the privacy assessments and documentation are kept on schedule, that the answers to questions in the documents are thorough and complete, and that questions asked by the OPCL and other offices are answered in a timely fashion. The Contractor must ensure the completion of required PIAs and documentation of privacy controls consistent with federal law and standards, e.g. NIST 800-53, Rev. 5; and compliance with the Privacy Act of 1974, E-Government Act of 2002, Federal Information Security Modernization Act of 2014, and key OMB guidelines, e.g., OMB Circular A-130.

[1] “[T]he term ‘record’ means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.” 5 U.S.C. § 552a(a)(4). “[T]he term ‘system of records’ means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.” 5 U.S.C. § 552a(a)(5).

[2] As stated in FAR 52.224-3 and Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource (2016), “‘personally identifiable information’ means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual.” Regarding “sensitive PII,” “[t]he sensitivity level of the PII will depend on the context, including the purpose for which the PII is created, collected, used, processed, stored, maintained, disseminated, disclosed, or disposed. For example, the sensitivity level of a list of individuals’ names may depend on the source of the information, the other information associated with the list, the intended use of the information, the ways in which the information will be processed and shared, and the ability to access the information.” OMB Circular A-130, at App. II-2.

[3] The DOJ OPCL Resources page is available at <https://www.justice.gov/opcl/resources>.

[4] As stated in DOJ Instruction 0900, “Contractors must notify the Contracting Officer, the Contracting Officer’s Representative, and JSOC (or component-level SOC) within 1 hour of discovering any incidents, including breaches, consistent with this Instruction, guidance issued by the CPCLO, NIST standards and guidelines, and the US-CERT notification guidelines.”

[5] <https://www.justice.gov/file/4336/download>

[6] As stated in DOJ Instruction 0900, the description should include the type of information that constitutes PII; purpose for which PII is collected, maintained, and used; extent to which PII identifies a peculiarly vulnerable population; the determination of whether the information was properly encrypted or rendered partially or completely inaccessible by other means; format of PII (e.g., whether PII was structured or unstructured); length of time PII was exposed; any evidence confirming that PII is being misused or that it was never accessed.

[7] As stated in DOJ Instruction 0900, the report should include the nature of the cyber threat (e.g., Advanced Persistent Threat, Zero Day Threat, data exfiltration) for cyber incidents.

[8] As stated in DOJ Instruction 0900, the report should include analysis on whether the data is accessible, usable, and intentionally targeted.

[9] As defined in 40 U.S.C. § 11101, the term “information technology” means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use (i) of that equipment or (ii) of that equipment to a significant extent in the performance of a service or the furnishing of a product; includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal contractor incidental to a federal contract.

[10] In this instance, the term “project” is used to scope the activities (e.g., creating, collecting, using, processing, storing, maintaining, disseminating, disclosing, or disposing of information) covered by an IPA. A project is intended to be technology-neutral, and may include an information system, a digital service, an information technology, a combination thereof, or some other activity that may create potential privacy issues or privacy risks that would benefit from an IPA. The scope of a project covered by an IPA is discretionary, but components should work with their SCOP and OPCL.

(End of Clause)

[END OF ADDENDUM TO FAR 52.212-4]

Section 3 - List of Attachments

Identifier	Title	Number of Pages
2	Scan_0001.pdf	

Section 4 - Solicitation Provisions

A.2 ADDENDUM TO FAR 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services (Nov 2021)

The terms and conditions for the following provisions are hereby incorporated into this solicitation as an addendum to FAR provision 52.212-1.

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[END OF ADDENDUM TO FAR 52.212-1]