

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30					
		1. REQUISITION NUMBER		PAGE 1 OF 35	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER	
				5. SOLICITATION NUMBER	
				15B41823PR000160	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (<i>No collect calls</i>)	
		r case RCASE@BOP.GOV			
9. ISSUED BY		CODE		15B418	
Federal Bureau of Prisons FCC Terre Haute 4700 Bureau Road South Contracting Office Terre Haute, IN 47802				10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR	
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311999 SIZE STANDARD: <input type="checkbox"/> 8(A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS		13b. RATING	
<input type="checkbox"/> SEE SCHEDULE		NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO		CODE		15B418	
Federal Bureau of Prisons FCC Terre Haute 4700 Bureau Road South Contracting Office Terre Haute, IN 47802		R CASE RCASE@BOP.GOV		16. ADMINISTERED BY CODE	
17a. CONTRACTOR/OFFEROR		CODE		15B418	
		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE	
				Federal Bureau of Prisons FCC Terre Haute 4700 Bureau Road South Contracting Office Terre Haute, IN 47802	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	FORM 10 2ND QTR FOOD Firm Fixed Price				
	See Continuation Sheet(s) (Use Reverse and/or Attach Additional Sheets as Necessary)				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE NOT ATTACHED				<input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE NOT ATTACHED				<input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.			29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)		
30c. DATE SIGNED			31c. DATE SIGNED		
			Scott Ballinger		
			11/17/2022		

19. ITEM NO.	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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0001	BLACK BEANS, # Beans, Dry, Black Beans, Whole, U.S. Grade 1 - 3 PSC: 8945	12,000	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0002	Beans, Dry, Black Eyed Peas, # Beans, Dry, Black Eyed Peas, U.S. Grade 1 - 3 PSC: 8945	500	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0003	Beans, Navy, Dry, Pounds Beans, Dry, Navy, Whole, CID A-A-20337, Type II, Class 7 PSC: 8945	2,500	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0004	Beans, Dry, Kidney or Red, # Beans, Dry, Kidney or Red, Whole, U.S. Grade 1 - 3 PSC: 8945	2,000	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0005	Beans, Dry, Lentils, # Beans, Dry, Lentils, Whole, U.S. Grade 1 - 3 PSC: 8945	2,500	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0006	Beans, Dry, Pinto, # Beans, Dry, Pinto, Whole, U.S. Grade 1 - 3 PSC: 8945	15,000	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0014	Rice, U.S. Grade 1 or 2, Long Grain MILLED Rice, Parboiled Light, # Rice, U.S. Grade 1 or 2, Long Grain MILLED Rice, Parboiled Light PSC: 8945	20,000	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0018	Pasta, Macaroni, # Pasta, Macaroni, Elbow Form, Whole Wheat Blend, Whole Wheat, or 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: 8945	4,000	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0020	Pasta, Macaroni, Rotini Form, #	5,000	LB	\$ _____	\$ _____	

	Pasta, Macaroni, Rotini Form, Whole Wheat Blend, Whole Wheat, or Regular. (CID A-A-20062E, Type V, Style A, B, C, or D). 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. PSC: 8945				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	Pasta, Penne, # Pasta, Penne, Whole Wheat Blend, Whole Wheat, or Regular. (CID A-A-20062E, Type XIV, 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. PSC: 8945	2,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	Pasta, Spaghetti, # Pasta, Spaghetti, Long Form, Whole Wheat Blend, Whole Wheat, or 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. PSC: 8945	4,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	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: 8945	3,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	Pasta, Macaroni, Ziti, # Pasta, Macaroni, Ziti Form, Whole Wheat Blend, Whole Wheat, or Regular. (CID A-A-20062E, Type XIII, 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. PSC: 8945	2,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	Cereal, Wheat, Bran Flakes, # 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 range 12 to 40 lb case. Specify case weight on bid. PSC: 8945	8,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	Cereal, Prepared, Ready to Eat, Any type, # Cereal, Prepared, Ready to Eat, Any type, any style, and any grain composition. (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	16,300	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	Hominy Grits, # Hominy Grits, Enriched, White or Yellow, Regular (CID A-A-20035D, Type I or II, Style A). PSC: 8945	500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0034	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) PSC: 8945	2,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037	Baking Powder, 40 Pound Case Baking Powder, Single Action, shall be manufactured from clean, white, free-flowing, highly purified, food grade materials and shall be comprised of acid-reacting materials, sodium bicarbonate, and cornstarch. PSC: 8945	160	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039	"Soy Protein Products (SPP), Meat Flavor, Chunks. # "Soy Protein Products (SPP), Meat Flavor, Chunks. Soy Protein Products (SPP) covered by this specification are food products produced by the reduction or removal from soybeans of certain of the major non-protein constituents (water, oil, carbohydrates) in a manner to achieve a protein content of: – in the case of soy protein flour (SPF) 50% or more and less than 65%; – in the case of soy protein concentrate (SPC) 65% or more and less than 90%; – in the case of soy protein isolate (SPI) 90% or more. The protein content is calculated on a dry weight basis excluding added vitamins, minerals, amino acids and food additives. Product comes dehydrated, in bulk packaging, with chunks averaging from ½" to 1" in size. Product will not contain any animal by products or ingredients." PSC: 8945	1,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	Margarine, Reddies, # Margarine, Reddies, All Vegetable. 90 patties per lb on paper chips, 12 lbs per case. Margarine shall comply with all applicable Federal regulations including those contained in the Food And Drug Standard of Identity for Margarine (21 CFR Part 166) and must conform to USDA Specifications for Vegetable Oil Margarine. Margarine shall be made from one or more of the following vegetable oils: canola, safflower, sunflower, corn, soybean, or peanut oil. Margarine contains not less than 80% fat. PSC: 8945	72	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	BBQ Sauce, Ind. 1oz. Pkg. Each-200 Count Case BBQ Sauce, Ind. 1oz. Pkg. Each PSC: 8945	40,000	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0057	Mustard, Prepared, Yellow (Salad Style). 4/1 Gallon plastic containers per case. Mustard, Prepared, Yellow (Salad Style). (CID A-A-20036C, Type I). 4/1 Gallon plastic containers per case. PSC: 8945	100	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0059	Pickle, Relish, 4/1 Gallon Plastic Containers per case. Pickle, Relish, Sweet (mild or regular), Bulk, Cured. Product will comply with the United States Standards for Grades of Pickles (55 FR 11905). Grade A or B. 4/1 Gallon Plastic Containers per case. PSC: 8945	200	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0064	Vinegar, 4/1 Gallon containers per case. Vinegar, Cider or Distilled, 50 Grain Strength, 4/1 Gallon containers per case. PSC: 8945	100	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0066	Sugar, Brown, # Sugar, Brown, Light or Dark (CID A-A-20135D, Type II, Style A or B) PSC: 8945	3,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0068	Sugar, White (Refined), Granulated, # Sugar, White (Refined), Granulated (fine, extra fine, or super fine) (CID A-A-20135D, Type I, Style A or B). PSC: 8945	2,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0072	Syrup, Table, 4/1 Gallon Plastic Containers per CS Syrup, Table, Regular or Light, Any flavor (CID A-A-20124D, Type IV, Style 1 or 2, Flavor A, B, C, D, or E.) Syrup shall be manufactured in accordance with the U.S. Standard of Identity for Table Syrup, 21 CFR 168.180. 4/1 Gallon Plastic Containers per case. State flavor on bid. PSC: 8945	300	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0073	Pastries, Breakfast Cakes, EA Pastries, Breakfast Cakes, Assorted, Individual, Fresh or Frozen, Thaw and Serve, or Bake and Serve. (Muffins, Bagels, Donuts, Cinnamon Rolls, etc.) Specify item, size case count, and if items contain yeast on bid. Items will not contain poppy seeds. 3.5 oz - 4 oz per serving. PSC: 8945	40,000	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0075	Pizza, Prepared, Frozen, Cheese, EA "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 or b, 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 will 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: 8945	12,000	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0076	Taco Shells, EA 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: 8945	36,400	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0077	Tortillas, EA Tortillas, Wheat, White with 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: 8945	30,000	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0079	Tortilla Chips, Corn, Bulk packaged. 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	1,830	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0082	Tomato Catsup, 6/#10 Cans or Pouches per case. 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 or Pouches per case. State can or pouch on bid. PSC: 8945	100	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0084	Tomatoes, Diced, 6/#10 cans or pouches per case. 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/pouch. 6/#10 cans or pouches per case. State can or pouch on bid. PSC: 8945	224	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0085	Tomato, Paste, 6/#10 cans 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 or pouches per case. State can or pouch on bid. PSC: 8945	56	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0087	Vegetable, Beans, Green, Canned, 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. PSC: 8945	672	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0088	Vegetable, Beans, Wax, Vegetable, Beans, Wax, Canned, Cut, Sliced Lengthwise, or French Style, 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. PSC: 8945	56	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0090	Vegetable, Carrots, Canned,	840	CS	\$ _____	\$ _____

	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/#10 cans or pouches per case. State can or pouch on bid. PSC: 8945				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0091	Vegetable, Corn, Whole Kernel (Whole Grain), Canned, Vegetable, Corn, Whole Kernel (Whole Grain), Canned, Conventional or Supersweet, 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	560	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0092	Vegetable, Collard Greens, Canned, 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: 8945	56	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0093	Vegetable, Mixed Vegetable, Mixed (5-7 way blend mix including carrots, green beans, peas, corn, and lima beans), Canned, With Salt, Without Salt, No Salt 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 or pouches per case. State can or pouch on bid. PSC: 8945	504	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0097	Vegetable, Peppers, Jalapenos, Vegetable, Peppers, Jalapenos, Sliced. U.S. Grade, U.S. Fancy, U.S. No. 1, or U.S. No. 2. As defined in Title 7, 51.1282 - 1284. 6/#10 cans or pouches per case. State can or pouch on bid. PSC: 8945	56	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0099	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: 8945	112	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0108	Vegetable, Potatoes, French Fries, Frozen, 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. 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.	6,000	LB	\$ _____	\$ _____

	Examples of acceptable types also includes wedges, waffle cut, and steak cut. PSC: 8945				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0119	Sauce, Barbeque. 4/1 Gallon Plastic Containers per case. Sauce, Barbeque, Plain/Regular, Honey, Or Hickory Smoke, Without fruit purees added. (CID A-A-20335B, Flavor I, II, or III, Type B). 4/1 Gallon Plastic Containers per case. NAME BRAND ONLY. PSC: 8945	100	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0122	Sauce, Soy. 4/1 Gallon plastic containers per case Sauce, Soy, Fermented or Non-Fermented, Reduced Sodium. (CID A-A-20087D, Type I or IV), 4/1 Gallon plastic containers per case PSC: 8945	50	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0124	Tuna, Can or Flexible Pouch, Tuna, Can or Flexible Pouch, Chunk, Light or White (Albacore), Packed in Water, Salt/Sodium Level Regular, No Sald 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 and packing of case and if quoting on cans or pouches. PSC: 8945	120	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0134	Spices, 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. Note package size on bid. PSC: 8945	300	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0137	Spices, Paprika, Ground. Spices, Paprika, Ground. (CID A-A-20001B, Type I, Class V, Form 1). Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents. ~1 lb sealed plastic containers. Note package size on bid. PSC: 8945	100	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0140	Spices, Pepper, Black, Ground. Spices, Pepper, Black, Ground. (CID A-A-20001B, Type I, Class X, Form 1). Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents. ~1 lb sealed plastic containers or boxes. Note package size on bid. PSC: 8945	40	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0141	Spices, Pepper, Red, Ground or Crushed.	25	LB	\$ _____	\$ _____

	Spices, Pepper, Red, Ground or Crushed. (CID A-A-20001B, Type I, Class Z, Form 1 or 3). Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents. ~1 lb sealed plastic containers or boxes. Note package size on bid. PSC: 8945				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0144	Spices, Salt, Food Grade or Table, Iodized. Spices, Salt, Food Grade or Table, Iodized. Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents. Product may contain an Anti-Caking Agent. Bulk. Specify package size on bid. PSC: 8945	2,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0147	Soup Base, Bouillon, Beef Flavor, Low or Reduced Sodium 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 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	100	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0148	Soup Base, Bouillon, Chicken Flavor, Low or Reduced Sodium 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. PSC: 8945	25	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0150	Meats, Beef, Ground, 80% Lean Meats, Beef, Ground, 80% Lean, IMPS 136, delivered Frozen. Ground Beef shall consist of chopped fresh and/or frozen beef without seasoning. In addition product must be produced from current raw material, no bench trimmings, steak trim, or re-ground product to be used as raw material. Finished product shall not contain more than 20 percent fat, and shall not contain added water, phosphates, binders, or extenders. No partially defatted tissue or advanced meat recovery product. PRODUCT MUST BE 6 MONTHS OR YOUNGER UPON DELIVERY WITH THE DATE CLEARLY ON THE LABEL, (NO STAMPED OR WRITTEN DATES ALLOWED). When beef cheek meat (trimmed beef cheeks) is used in the preparation, the amount of such meat shall be limited to 25 percent; (NO ORGAN OR TONGUE MEAT) Delivered cases must be labeled All Beef, Pure Beef, or 100% Beef and with fat percentage. Manufacturer's letters will NOT be accepted in lieu of labeling. Upon delivery, product must have a rosy red appearance. Product that is grey, brown or tan in color will be rejected. Clear 1 mil or thicker sealed bags. No open bags, opaque or colored bags. Note weight of packaging and case size on bid.	20,000	LB	\$ _____	\$ _____

	PSC: 8905				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0151	<p>Meats, Beef, Ground, Patties, 5OZ/EA</p> <p>Meats, Beef, Ground, Patties, IMPS 1136, 80% Lean, Frozen, Round in Shape, with Paper Separation or Individually Quick Frozen. Ground Beef Patties shall consist of chopped fresh and/or frozen beef without seasoning. In addition product must be produced from current raw material, no bench trimmings, steak trim, or re-ground product to be used as raw material. Finished product shall not contain more than 20 percent fat, and shall not contain added water, phosphates, binders, or extenders. No partially defatted tissue or advanced meat recovery product. PRODUCT MUST BE 6 MONTHS OR YOUNGER UPON DELIVERY WITH THE DATE CLEARLY ON THE LABEL, (NO STAMPED OR WRITTEN DATES ALLOWED). When beef cheek meat (trimmed beef cheeks) is used in the preparation, the amount of such meat shall be limited to 25 percent; (NO ORGAN OR TONGUE MEAT) Delivered cases must be labeled All Beef, Pure Beef, or 100% Beef and with fat percentage. Manufacturer's letters will NOT be accepted in lieu of labeling. Upon delivery, product must have a rosy red appearance. Product that is grey, brown or tan in color will be rejected. Product to be packed in 10 to 60 lb cases. 1 mil or thicker bags. No open bags. 5 OZ/EA</p> <p>PSC: 8905</p>	6,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0153	<p>Meats, Beef Roast, Beef Top or Bottom Round</p> <p>Meats, Beef Roast, Beef Top or Bottom Round (Gooseneck), IMPS 168, 169, 169A, 170, 170A, 171B, 180. Frozen, weight range approximately 12 to 28 lb. Quote MUST indicate actual IMPS & average roast weight of quoted item.</p> <p>PSC: 8905</p>	9,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0155	<p>Meats, Chicken, Boneless, Skinless, Raw, White Meat</p> <p>Meats, Chicken, Boneless, Skinless, Raw, White Meat (Tender or Breast Meat), Frozen, A or B quality per the USDA, United States Classes, Standards and Grades for Poultry Agricultural Marketing Service (AMS) 70.200 et seq. Boneless, skinless breasts must be free of cartilage and fat. Boneless breasts (excluding the attached tenderloin) must be free of tendons. Tendons normally associated with tenderloins are permitted. Tenderloins or boneless, skinless parts must be free of blood clots, bruises, cuts, tears, and holes in the muscle tissue. Slight discolorations and separation of the muscle tissue is permitted on boneless, skinless parts, provided it does not detract from the appearance of the product. Boneless, skinless parts may be diced. The dicing process must result in size-reduced portions of meat that are intact, not mutilated, and with surfaces relatively smooth in appearance. Individual size-reduced portions of meat must be relatively uniform in size and shape, and consistent with the size reduction process. Unbreaded. Packed in poly bag boxes. All packaging and packing materials must be clean and in new condition. Products produced or labeled with any phrase "under religious exemption" will be refused.</p> <p>PSC: 8905</p>	30,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0157	<p>Meats, Chicken, Leg Quarter, Raw</p> <p>Meats, Chicken, Leg Quarter, Raw, Whole, Ready to Cook, Frozen, IMPS P1031 Broiler Leg, United States Classes, Standards and Grades for Poultry Agricultural Marketing Service (AMS) 70.200 et seq, Unbreaded. "Whole Leg quarter" consists of a poultry thigh and drumstick (attached), with a portion of the back attached. . Delivered amounts of Leg Quarter portions can be random sizing, with the portion size not to be smaller than 10 ounce and not to exceed 20 ounces. Packed in poly bag boxes. All packaging and packing materials must be clean and in new condition. Products produced or labeled with any phrase "under religious exemption" will be refused.</p> <p>PSC: 8905</p>	20,000	LB	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0159	<p>Meats, Chicken, Filet, 4-5 oz, Whole Muscle, Breaded.</p> <p>Meats, Chicken, Filet, 4-5 oz, Whole Muscle, No mechanically separated chicken (comminuted), previously cooked chicken meat, or MSG may be used in product, 100% white meat, Breaded. (CID A-A-20276A, Type VI, Style A, Meat Type (b), Form 1, Shape (b). Individually Quick Frozen. Vegetable oil shall be used as the frying medium. Combined batter and breading shall not exceed 30% by weight and will be evenly coated. Finished meat product may not contain more than 3.5% non-meat binders and extenders (such as nonfat dry milk, cereal, or dried whole milk) or 2% isolated soy protein may be used, but must be shown in the ingredients statement on the product's label by its common name. All ingredients in the product must be listed in the ingredients statement in order of predominance, from highest to lowest amounts in accordance with the USDA Food Safety Inspection Service (FSIS) Food Standards and Labeling Policy. Manufacturer's letters will NOT be accepted in lieu of labeling. Size of patty to be determined locally and size noted on bid. **Ovenable</p> <p>PSC: 8905</p>	7,000	LB	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0161	<p>Meats, Fish Fillets, Raw, Individually Quick Frozen, Unglazed, Skin-on, Skin-on (white side only), or Skin-off (skinless), Practically boneless fillet.</p> <p>Meats, Fish Fillets, Raw, Individually Quick Frozen, Unglazed, Skin-on, Skin-on (white side only), or Skin-off (skinless), Practically boneless fillet. U.S. Grade A or B. Acceptable types include Tilapia, Cod, Haddock, Hake, Flounder, Sole, Turbot, Plaice, or Halibut. (Grade Standards are separate for Cod, Flounder, Sole, and Haddock and must comply with those standards). Fillets are slices of practically boneless fish flesh of irregular size and shape, which are removed from the carcass by cuts made parallel to the backbone and sections of such fillets cut so as to facilitate packing. 100% net weight, No water or glaze weight added. Fish portion must meet weight requirements when thawed and drained, Delivered cases must be labeled 100% net weight. Manufacturer's letters will not be accepted in lieu of labeling. Note type and size on bid. 5 to 7 oz.</p> <p>PSC: 8945</p>	4,000	LB	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0162	<p>Meats, Fish Fillets, Raw, Breaded</p> <p>Meats, Fish Fillets, Raw, Breaded, Individually Quick Frozen, Unglazed, Skin-off (skinless), Practically boneless fillet. U.S. Grade A or B (per Grades of Frozen Raw Breaded Fish Portions). Acceptable types include Tilapia, Cod, Whiting, Haddock, Hake, Pollock, Flounder, Sole, Turbot, Plaice, or Halibut. Frozen raw breaded portions are clean, wholesome, uniformly shaped, unglazed masses of cohering pieces (not ground) of fish flesh coated with breading and contain not less than 75 percent, by weight, of fish flesh. Fish portion must meet weight requirements when thawed and drained, Must specify if block cut or not block cut on bid. Note type and size on bid. 4 to 7 oz.</p> <p>PSC: 8905</p>	1,200	LB	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0164	<p>Fish Patty, Breaded, 4oz</p> <p>Fish, Alaska Pollock, Cod, or Other, Fillet Block, Single Frozen, Portion, Any Shape, Any Oven Ready Weight, Fried Fish Type, Composition (a) (Meets the requirements of U.S. Grade A [Portions – 65 percent by weight of fish flesh; all other fishery product types – 60 percent by weight of fish flesh]), Crumb Coated Breading, Unflavored. (CID A-A-20325, Fish Species I, II, or III, Style A, Type 2, Oven Ready Weight (a – d), Shape (1-3), Fried Fish Type (b), Composition (a), Coating (1). All ingredients in the product must be listed in the ingredients statement on the label in order of predominance, from highest to lowest amounts in accordance with the USDA Food Safety</p>	7,000	LB	\$ _____		\$ _____

	Inspection Service (FSIS) Food Standards and Labeling Policy. Manufacturer's letters will NOT be accepted in lieu of labeling. Size of patty to be determined locally and size noted on bid. **Ovenable PSC: 8905				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0167	Meats,Turkey, Boneless, Roast, Raw Meats,Turkey, Boneless, Roast, Raw, Natural, Boned Rolled and Tied, netted, roasting pack or other appropriate packaging. Breast meat or breast/thigh meat (8-12 lb each) or whole muscle thigh meat (4-5 lb each). Skin (Maximum) 12.5%. Products produced or labeled with any phrase related to "under religious exemption" will be refused. PSC: 8905	5,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0172	Meats, Frankfurters (Hot Dogs), Fully Cooked, Frozen, Turkey or Chicken (or combination thereof), 6 inch, 8:1 Meats, Frankfurters (Hot Dogs), Fully Cooked, Frozen, Turkey or Chicken (or combination thereof), 6 inch, 8:1. Ratio (must specify weight ratio on bid), Skinless, Without non-meat binders and extenders or With non-meat binders and extenders (such as nonfat dry milk, wheat, rice, soy flour, or soy protein concentrate. (IMPS 800, Major Ingredient P or P1 OR CID A-A-20341, Meat Species IV or V, Size A, Ratio 1, Non-meat binders and extenders (a) or (b). The finished product shall not contain more than 30 percent fat or no more than 10 percent added water, or a combination of 40 percent fat and added water. Non-meat binders and extenders may be used up to 3.5 percent or isolated soy protein may be used up to 2 percent in the frankfurters per 9 CFR § 424.21 (c). All ingredients in the product must be listed in the ingredients statement on the label in order of predominance, from highest to lowest amounts in accordance with the USDA Food Safety Inspection Service (FSIS) Standards and Labeling Policy. Manufacturer's letters will NOT be accepted in lieu of labeling. PSC: 8905	2,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0175	Meats, Burritos, Prepared, Frozen, Meats, Burritos, Prepared, Frozen, Lunch/Dinner, Beef and Bean with Red or Green Chilies, Non-Fried Oven Ready, Any Size, Any Fat Range. (CID A-A-20292, Type II, Flavor B & E, Size 9, Any Fat Range). The prepared burritos shall have a flour tortilla rolled around the filling and have tucked ends. Size of burrito to be local specification and size noted on bid. PSC: 8905	10,400	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0176	Cheese, Sliced Cheese, Sliced, (Real Cheese, Not Imitation), As specified in the Code of Federal Regulations, TITLE 21, CHAPTER I, SUBCHAPTER B, PART 133 -- CHEESES AND RELATED CHEESE PRODUCTS , Subpart B, 133.173 ,One of the following cheeses, (To be determined by the FSA), Pasteurized Process Cheese American, Cheddar, Provolone, Swiss, Colby, or Monterey Jack . Each of the ingredients used in the food shall be declared on the label. Manufacturer's letters will NOT be accepted in lieu of labeling. PSC: 8945	2,040	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0177	Cheese, Cheddar Cheese, Cheddar, U.S. Grade AA or A. "Cheddar cheese" is cheese made by the cheddaring process or by another procedure which produces a finished cheese having the same physical and chemical properties as the cheese produced by the cheddar process and is made from cow's milk with or without the addition of coloring matter and with common salt, contains not more than 39 percent of moisture, and in the water-free substance, contains not less than 50 percent of milk fat and conforms to the provisions	6,400	LB	\$ _____	\$ _____

	of §19.500, "Definitions and Standards of Identity for Cheese and Cheese Products." Food and Drug Administration (21 CFR 19.500). Manufacturer's letters will NOT be accepted in lieu of labeling. Shredded Coarse. Packaging: 5 lb to 40 lb sealed Bags or containers. PSC: 8910				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0178	Cheese, Mozzarella Cheese, Mozzarella, Low-moisture Mozzarella, Part-skim Mozzarella, Low-moisture Part-skim Mozzarella, and Lite Mozzarella. As specified in the USDA Quality Specifications for Mozzarella Cheeses. The Cheeses may be in Loaf, Sliced, Shredded, or Diced forms. Milk fat ranging from not less than 45% on dry basis to 10.8% depending on type. Moisture content ranging from more than 45% to not more than 60% depending on type. Each of the ingredients used in the food shall be declared on the label. Manufacturer's letters will NOT be accepted in lieu of labeling. Shredded Coarse. Packaging: 5 lb to 40 lb sealed Bags or containers. PSC: 8910	3,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0179	Cheese, Parmesan Cheese, Parmesan or Parmesan and Romano Mixed, Grated, Italian Style, 12-1 lb containers per case PSC: 8910	336	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0195	Eggs, Pasteurized, Liquid, Frozen. Eggs, Pasteurized, Homogenized Whole, Frozen, 30 pound case. One case yields 270 large whole eggs. PSC: 8910	9,900	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0239	CHILI POWDER, # Spice, Chili Powder, Ground. Must indicate actual delivered weight of product. Pure spice - no additives or extenders. All delivered product must be labeled with ingredients. ~1 lb sealed containers. Specify container weigh on bid. PSC: 8945	200	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0240	Chocolate Cake Mix, # Powdered cake mix, Chocolate flavored. CID A-A-20181B, Type 1, Style L. By the pound. Max container weight 50#, must state container weight on bid. Just add water. PSC: 8945	2,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0241	Coffee Cake Mix, # Powdered cake mix, Coffee Cake style. CID A-A-20181B, Type 1, Style L. By the pound. Max container weight 50#, must state container weight on bid. Just add water PSC: 8945	2,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0242	Pancake Mix, # Powdered pancake mix. CID A-A-20181B, Type 2, Class 1, Style C. By the pound. Max container weight 50#, must state container weight on bid. Just add water. PSC: 8945	3,500	LB	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0243	Spice Cake Mix, # Powdered cake mix, Spice Cake style. CID A-A-20181B, Type 1, Style H. By the pound. Max container weight 50#, must state container weight on bid. Just add water PSC: 8945	2,500	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0244	Yellow Cake Mix, # Powdered cake mix, Yellow Cake style. CID A-A-20181B, Type 1, Style B. By the pound. Max container weight 50#, must state container weight on bid. Just add water PSC: 8945	2,500	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0245	Garlic Salt, # `Garlic Salt. 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: dry medium fine granular powder, slightly fibrous, no more than 12% moisture. Grade: Free from foreign matter, pure spice. - No additives or extenders. ~1lb container. Must state actual product weight per container on bid. PSC: 8945	200	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0247	Lime Juice, quarts Juice, lime - pure. Reconstituted. CID-A-A-20144B. Quarts. State case size on bid. PSC: 8945	225	QT	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0248	Taco Seasoning, Pounds Taco Seasoning. Ground. Packaged in ~1# Sealed Containers. Package and bid must indicate actual weight of product in containers. Case size must be stated on bid. No added extenders or additives. PSC: 8945	100	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0249	Tomatoes, Crushed, 6-#10 Can or pouch Tomatoes, Crushed, Peeled. Tomato Soluable Solids (TSS) 12% or greater. Color flavor, odor to be equivalent to Grade A Tomato Puree. Minumum Drain Weight 63.5oz, Grade Standard Reference Title 7 CFR 52.5168, 6-#10 can or pouches per case. State can or pouch per case. State can or pouch on bid. State case size on bid. PSC: 8945	56	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0250	Dessert, Individual Pack, each Pastries, desserts, assorted individual, fresh or frozen. Than and serve if frozen. (Cookies, Cakes, Pies, Etc.) Specify item, item size, pack size, and case count on bid. PSC: 8945	75,000	EA	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0251	Disposable Cups, 8oz., Case - 1000ct Disposable Cups, 8 oz. PSC: 8945	571	CS	\$ _____	\$ _____	

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0252	Disposable sandwich bags, each Plastic Sandwich Bags. State case count on bid. PSC: 9330	40,000	EA	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0253	Disposable Spork, each, Case - 1000ct Disposable Sport PSC: 9330	709	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0254	Beard Covers, Case-1000 Count Case Bread Covers, 10/100 per case PSC: 9330	10	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0255	Bouffant Head Covers, Case, 1000 Ct Bouffant Head Covers, Case, 1000 Ct PSC: 9330	20	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0256	Beets Sliced, 6-#10 Case 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 Identify 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: 8945	56	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0257	Cheese Sauce, 6- #10, case Sauce, Cheese, Condensed (reduced moisture), creamy, or liquid, Cheddar cheese (CID A-A-20345A, Type I, Flavor 1 or Flavor 5 - Other (as specified by the purchaser), Package type e or g). Cheddar cheese used in the cheese sauce, must meet the requirements as specified in CID A-A-20208C. 6/#10 cans per case or pail. Specify size and/or case on bid. PSC: 8910	112	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0258	Cornmeal, Yellow, 50 Pound Bag Corn Meal, Degermed (lower fat), Enriched, White or Yellow, Course Granulation (CID A-A-20066C, Type IV, Class C, Color 1 or 2, Granulation a, Agricultural practice a) PSC: 8945	800	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0259	Flour, All Purpose, 50 Pound Bag Flour, All Purpose wheat flour, or Bakers Wheat Flour, Unbleached or Bleached. (CID A-A-20126H, Type I (Class 1-3), II (Class 1-2) or III (Class 1-5) VI, Style A or Style B, Protein level a-d, Packaging type 1) Size g-j, Agricultural practice i). PSC: 8945	2,500	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT

0260	Peas, Green, 6-#10 Cans 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 case. State can or pouch on bid. PSC: 8945	224	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0261	Vegetable Soup Base, by the pound Bouillon, (Soup Base), 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 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	120	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0262	Biscuits, Frozen. 2 oz. Each Frozen Buttermilk Biscuits, 2 oz. each, 3" size, PSC: 8945	26,000	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0263	Salsa Canned, 6-#10 case Salsa, Ready made, Mild Salsa, 6/#10 cans per case, CID A-A-20210D PSC: 8945	224	CS	\$ _____	\$ _____

Section 3 - 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]

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-
Commercial Products and Commercial Services (Oct 2022)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

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

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

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (10) [Reserved].

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-6.

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

___ (ii) Alternate I (Mar 2020) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Jun 2020) of 52.219-9.

___ (v) Alternate IV (Sep 2021) of 52.219-9.

___ (18)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (Mar 2020) of 52.219-13.

X (19) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).

___ (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (Oct 2022) (15 U.S.C. 632(a)(2)).

___ (ii) Alternate I (Mar 2020) of 52.219-28.

___ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

___ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 657s).

X (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2022) (E.O. 13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

___ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

___ (ii) Alternate I (July 2014) of 52.222-35.

___ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

___ (ii) Alternate I (July 2014) of 52.222-36.

___ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

___ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (35)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

X (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

___ (36) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

___ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c) (3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

___ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

___ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).

___ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

X (48)(i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).

___ (ii) Alternate I (Oct 2022) of 52.225-1.

___ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (Oct 2022) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (Jan 2021) of 52.225-3.

___ (iii) Alternate II (Jan 2021) of 52.225-3.

___ (iv) Alternate III (Jan 2021) of 52.225-3.

___ (v) Alternate IV (Oct 2022) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

X (59) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

___ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Nov 2021) of 52.247-64.

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

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

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

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

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

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

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

__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

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

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

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

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

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

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

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

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of clause)

Section 4 - List of Attachments

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Section 5 - Solicitation Provisions

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