



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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

## Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
	Solicitation/Contract Form.....	1
1	Commodity or Services Schedule.....	4
2	Contract Clauses.....	22
	52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2023).....	22
	DOJ-02 Contractor Privacy Requirements (JAN 2022).....	26
	DOJ-05 Security of Department Information and Systems DOJ-05 (OCT 2023).....	31
	52.211-17 Delivery of Excess Quantities (Sept 1989).....	39
	52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Dec 2023).....	39
3	List of Attachments.....	47
4	Solicitation Provisions.....	48

Section 1 - Commodity or Services Schedule

**SCHEDULE OF SUPPLIES/SERVICES**

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0264	BLACK BEANS, # Beans, Dry, Black Beans, Whole, U.S. Grade 1 - 3 PSC: 8945	10,000	LB	\$ _____	\$ _____
0265	Beans, Dry, Black Eyed Peas, # Beans, Dry, Black Eyed Peas, U.S. Grade 1 - 3 PSC: 8945	0	LB	\$ _____	\$ _____
0266	Beans, Garbanzo, 6#10 Cans per Case Beans, Garbanzo (Chick Peas), Canned, In Brine, Meatless. (CID AA-20134D, Type I, Class J, Style 1, Nutrient content claim d, Agricultural practice (1)). 6/#10 cans per case PSC: 8945	56	CS	\$ _____	\$ _____
0267	Beans, Dry, Kidney or Red, # Beans, Dry, Kidney or Red, Whole, U.S. Grade 1 - 3 PSC: 8945	5,000	LB	\$ _____	\$ _____
0268	Beans, Pinto, 6-#10 Case Beans, Pintos, Canned, In Brine, Meatless. (CID A-A-20134D, Type I, Class B, Style 1), Nutrient content claim d, Agricultural practice (1). 6/#10 cans per case PSC: 8945	0	CS	\$ _____	\$ _____
0269	Beans, Dry, Pinto, # Beans, Dry, Pinto, Whole, U.S. Grade 1 - 3 PSC: 8945	15,000	LB	\$ _____	\$ _____
0270	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	30,000	LB	\$ _____	\$ _____
0271	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	3,000	LB	\$ _____	\$ _____

0272	Pasta, Macaroni, Rotini Form, # 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	3,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0273	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	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0274	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
0275	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	1,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0276	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	1,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0277	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	4,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0278	Cereal: Corn Flakes, Pounds Cereal, Ready to Eat, Bulk Package Range-12 to 40 lb Case, Corn Flakes, Cereal, Prepared, Ready to Eat, Any type, any style, and any grain composition. (CID A-A-20000E, Any Type, Any Class, Any Grain Composition). Bulk package range 12 to 40 lb case. Specify case weight, type, Class, and Grain Composition of cereal on bid. Type of cereal may be specified locally. PSC: 8945	7,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0279	Hominy Grits, # Hominy Grits, Enriched, White or Yellow, Regular (CID A-A-20035D, Type I or II, Style A). PSC: 8945	0	LB	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0280	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	4,600	LB	\$ _____	\$ _____
0281	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	0	CS	\$ _____	\$ _____
0282	"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	500	LB	\$ _____	\$ _____
0283	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	0	CS	\$ _____	\$ _____
0284	BBQ Sauce, Ind. 1oz. Pkg. Each-200 Count Case BBQ Sauce, Ind. 1oz. Pkg. Each PSC: 8945	0	EA	\$ _____	\$ _____
0285	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	0	CS	\$ _____	\$ _____
0286	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	0	CS	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0287	Vinegar, 4/1 Gallon containers per case. Vinegar, Cider or Distilled, 50 Grain Strength, 4/1 Gallon containers per case. PSC: 8945	0	CS	\$ _____	\$ _____
0288	Sugar, Brown, # Sugar, Brown, Light or Dark (CID A-A-20135D, Type II, Style A or B) PSC: 8945	0	LB	\$ _____	\$ _____
0289	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	0	LB	\$ _____	\$ _____
0290	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	30	CS	\$ _____	\$ _____
0291	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	0	EA	\$ _____	\$ _____
0292	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	15,000	EA	\$ _____	\$ _____
0293	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	50,000	EA	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0294	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	40,000	EA	\$ _____	\$ _____
0295	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	7,500	LB	\$ _____	\$ _____
0296	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	112	CS	\$ _____	\$ _____
0297	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	560	CS	\$ _____	\$ _____
0298	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	280	CS	\$ _____	\$ _____
0299	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	616	CS	\$ _____	\$ _____
0300	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	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0301	Vegetable, Carrots, Canned, 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	224	CS	\$ _____	\$ _____
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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0302	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	504	CS	\$ _____	\$ _____
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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0303	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	112	CS	\$ _____	\$ _____
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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0304	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	168	CS	\$ _____	\$ _____
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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0305	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	0	CS	\$ _____	\$ _____
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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0306	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	168	CS	\$ _____	\$ _____
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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0307	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	15,000	LB	\$ _____	\$ _____
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	62.2391-2405. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada. Examples of acceptable types also includes wedges, waffle cut, and steak cut. PSC: 8945				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0308	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	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0309	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	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0310	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	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0311	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	200	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0312	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
0313	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	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0314	Spices, Pepper, Red, Ground or Crushed. 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	50	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0315	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	1,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0316	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	200	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0317	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	325	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0318	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,	25,000	LB	\$ _____	\$ _____

	opaque or colored bags. Note weight of packaging and case size on bid. PSC: 8905				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0319	Meats, Beef, Ground, Patties, 5oz/EA  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 PSC: 8905	20,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0320	Meats, Beef Roast, Beef Top or Bottom Round  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. PSC: 8905	12,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0321	Meats, Chicken, Boneless, Skinless, Raw, White Meat  Meats, Chicken, Boneless, Skinless, Raw, White Meat (Tender or Breast Meat), Frozen, A 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. PSC: 8905	20,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0322	Meats, Chicken, Leg Quarter, Raw  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 12 ounce and not to exceed 18 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. PSC: 8905	25,000	LB	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0323	<p>Meats, Chicken, Filet, 4-5 oz, Whole Muscle, Breaded.</p> <p>Meats, Chicken, Filet, 4-5 oz, Whole Muscle or Chunked and formed, 1/2 inch cube or greater (9 CFR § 381.171(f)), 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 or B, 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. 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.</p> <p>PSC: 8905</p>	10,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0324	<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: 8905</p>	5,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0325	<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>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0326	<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 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.</p>	5,000	LB	\$ _____	\$ _____

	**Ovenable PSC: 8905				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0327	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	6,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0328	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	1,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0329	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	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0330	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: 8910	1,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0331	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 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	4,160	LB	\$ _____	\$ _____

	labeling. Shredded Coarse. Packaging: 5 lb to 40 lb sealed Bags or containers. PSC: 8910				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0332	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	1,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0333	Cheese, Parmesan  Cheese, Parmesan or Parmesan and Romano Mixed, Grated, Italian Style, 12-1 lb containers per case PSC: 8910	480	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0334	Eggs, Pasteurized, Liquid, Frozen.  Eggs, Pasteurized, Homogenized Whole, Frozen, 30 pound case. One case yields 270 large whole eggs. PSC: 8910	15,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0335	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	100	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0336	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	7,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0337	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	10,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0338	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	2,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0339	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	7,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0340	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	10,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0341	Cinnamon, Ground Spices, Cinnamon, Ground, Not fortified. (CID A-A-20001B, Type I, Class I, Form 1, Fortification A). Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents. 1 to 50 lb sealed plastic containers or boxes. Note package size on bid. Note price by the pound. PSC: 8945	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0342	Lime Juice, quarts Juice, lime - pure. Reconstituted. CID-A-A-20144B. Quarts. State case size on bid. PSC: 8945	45	QT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0343	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	200	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0344	Tomatoes, Crushed, 6-#10 Can or pouch Tomatoes, Crushed, Peeled. Tomato Soluble Solids (TSS) 12% or greater. Color flavor, odor to be equivalent to Grade A Tomato Puree. Minimum 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	280	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0345	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	60,000	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0346	Disposable Cups, 8oz., Case - 1000ct Disposable Cups, 8 oz. PSC: 9330	400	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0347	Disposable sandwich bags, each Plastic Sandwich Bags. State case count on bid. PSC: 9330	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0348	Disposable Spork, each, Case - 1000ct Disposable Sport PSC: 9330	600	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0349	Lemon Pepper, Pounds Lemon Pepper, Black, Ground, Packaging: 1 to 50 lb sealed containers, Packaging must indicate actual delivered weight of product, Pure Spice - no additives or extenders. PSC: 8945	200	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0350	Bouffant Head Covers, Case, 1000 Ct Bouffant Head Covers, Case, 1000 Ct PSC: 9330	76	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0351	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 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	112	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0352	Poultry Seasoning, Pounds Poultry Seasoning, Ground, CID A-A20001. PSC: 8945	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0353	Cornbread Mix, Pounds Powdered Cornbread Mix, CID A-A-20181B, Type 5, Class 3 PSC: 8945	2,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0354	Oregano, Ground, Pounds Spices, Oregano, Ground or Crushed. (CID A-A-20001B, Type I, Class U, Form 1 or 3). Packaging must indicate actual delivered weight of product. Pure – no additives, extenders, foreign matter, or flow agents. 1 to 50 lb sealed plastic containers or boxes. Note package size on bid. PSC: 8945	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0355	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.	168	CS	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PSC: 8945				
0356	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	0	LB	\$ _____	\$ _____
0357	Biscuits, Frozen. 2 oz. Each Frozen Buttermilk Biscuits, 2 oz. each, 3" size, PSC: 8945	51,840	EA	\$ _____	\$ _____
0358	Salsa Canned, 6-#10 case Salsa, Ready made, Mild Salsa, 6/#10 cans per case, CID A-A-20210D PSC: 8945	0	CS	\$ _____	\$ _____
0359	French Toast Sticks, Pounds French Toast Sticks, Pounds PSC: 8945	0	LB	\$ _____	\$ _____
0360	Italian Sausage, Pork, by the pound Italian Sausage, Pork, Pork and Turkey (pork is predominant) or Pork and Chicken (pork is predominant), Sweet, Links, 3.8 - 5 ounce range. Italian sausage is a fresh, uncooked, linked product. The meat components shall be chopped or ground to a moderately course texture. The sausage itself (or interior cut surface of links) is moderately coarse in texture with a uniform color ranging from medium to dark reddish-brown with evenly distributed fat particles. The links shall be in a natural hog or collagen casing. Links shall be moderately uniform in length and diameter. IMPS 818, Italian Sausage, Formula D, P2 or P3, Flavoring B, Type E. Product will be delivered frozen. Product will NOT contain SOY. PSC: 8945	2,000	LB	\$ _____	\$ _____
0361	Pork Roast Pork Roast, Pork Shoulder, Boston Butt, Boneless, Raw, IMPS 406A, Frozen, No Paper Wrapping, Weight Range A or B, 4 to 8 lb, Quote MUST indicate average roast weight of quoted item. No picnics allowed. PSC: 8905	5,000	LB	\$ _____	\$ _____
0362	Dressing, Mayonnaise. Gallons, 4-1Gal per Case	0	CS	\$ _____	\$ _____

	Dressing, Mayonnaise (21 Code of Federal Regulations (CFR) § 169.140), Regular, Reduced Fat, Fat Free, or Light (CID A-A-20140E, Type I, Flavor A, Style 1, 2, 3, or 4, Agricultural practice a). 4/1 Gallon plastic containers per case. Heavy Duty Mayonnaise is acceptable. PSC: 8945				
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ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0363	Lemon Juice, Quarts  Juice, Lemon, Reconstituted, must comply with 21 Code of Federal Regulations (CFR) § 146.114. (CID A-A-20144C, Type I, Style A, Package type 1 - Plastic bottle, Agricultural practice a - Conventional). Note package size on bid. PSC: 8945	0	QT	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0364	Peanut Butter, Bulk, Pound  Peanut Butter, Regular or Reduced Fat, Smooth or Chunky/ crunchy, Plain, Stabilized, Non-fortified, Salted or Unsalted, Conventional. (CID A-A-20328C, Style I, Form (a) or (b), Class A or B, Texture 1 or 3, Type a, Flavor (1), Fortification 1 i, Seasoning (a) or (b), Packaging 5 - size g, Agricultural practices (1)). 1 to 50 lb sealed Plastic Pail. Specify weight of container on bid. PSC: 8945	1,500	LB	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0365	Powdered Sugar  Sugar, White (Refined), Powdered or Confectioners (CID A-A-20135D, Type I, Style C) PSC: 8945	0	LB	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0366	Meats, Chicken Breast, Boneless, Skinless, Raw, White Meat (Breast Meat)  Meats, Chicken Breast, Boneless, Skinless, Raw, White Meat (Breast Meat), Frozen, A quality per the USDA, United States Classes, Standards, and Grades for Poultry Agricultural Marketing Service (AMS) 7 CFR § 70 and 70.200 et seq., §70.220, §70.232, §70.233, §70.234 A Quality. All processing activities shall comply with all applicable FSIS regulations and requirements, including 9 CFR § 381, and shall be done under FSIS inspection. The commodity shall not be processed or packaged more than 60 days prior to the first date of the delivery period for each sales order. Frozen commodity when specified in the Solicitation, shall be processed, packaged and packed, and placed in a freezer within 7 calendar days after the date of harvest. Product must be produced under FSIS pathogen reduction standards, as specified in 9 CFR § 381. Boneless, skinless breasts must be free of cartilage, fat, holes, tendons, bone pieces, blood clots, bruises, cuts, tears, and muscle mutilations. Slight discolorations is permitted, provided it does not detract from the appearance of the product. Unbreaded. – All packaging materials shall comply with FSIS regulations (9 CFR § 381.144 Packaging Materials). All packaging and packing materials must be clean and in new condition, shall not impart objectionable odors or flavors to the commodity, shall be safe for use in contact with food products (cannot adulterate product or be injurious to health). Packed in poly bag boxes. Polyethylene-film Bags – Shall have a wall thickness of not less than 2 mil; and shall protect the commodity from dehydration, freezer burn, or quality deterioration during the conditions of use. Frozen commodity showing any evidence of defrosting, refreezing, or freezer deterioration shall be rejected for use under this FPPS. Products produced or labeled with any phrase “under religious exemption” will be refused. Size of chicken breast, 5 ounce minimum. Note size on the bid.	5,000	LB	\$ _____	\$ _____

	PSC: 8905				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0367	White Cake Mix, Pounds Powdered Cake Mix, White Cake, CID A-A-20181B, Type 1, Style A PSC: 8945	7,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0368	Worcestershire Sauce, Gallons Sauce, Worcestershire (CID A-A-20099C), 4/1 Gallon Plastic Containers per case. PSC: 8945	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0369	Dressing, Assorted, Gallons Dressing, Salad, Pourable, Regular, Lite or Light, Reduced Fat, or Fat Free, Any Flavor Style. (CID A-A-20162B, Type I, II, III, or IV, Any Class, Style). 4/1 Gallon plastic containers per case. Note Type, Class, and Style on bid if not specified. PSC: 8945	72	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0370	Onion Powder, Pounds Spices, Onion Powder, Ground. Packaging must be Labeled With Ingredients and Actual Delivered Weight of Product. Texture - A Dry Medium Fine Granular Powder, Slightly Fibrous, Moisture - No More Than 12%, Grade - Free From Foreign Matter. Pure Spice - no additives or extenders. All delivered product must be labeled with ingredients. 1 to 50 lb sealed plastic containers or boxes. Note package size on bid. Note price by the pound. PSC: 8945	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0371	Beans, Black, 6-#10 Case Beans, Black, Canned, In Brine, Meatless. (CID A-A-20134D, Type I, Class K, Style 1), Nutrient content claim d, Agricultural practice (1). 6/#10 cans per case. PSC: 8945	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0372	Beans, Great Northern, 6-#10 Case Beans, Great Northern, In Brine, Meatless. (CID A-A-20134D, Type I, Class C, Style 1), Nutrient content claim d, Agricultural practice (1). 6/#10 cans per case PSC: 8945	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0373	Beans, Navy, Dry, Pounds Beans, Dry, Pea (Navy), Whole, U.S. Grade 1 - 2 PSC: 8945	5,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0374	Beans, Pea (Navy), 6-#10 Case Beans, Pea (Navy Beans). (CID A-A-20134D, Type I, Class A, Style 1), Nutrient content claim d, Agricultural practice (1). 6/#10 cans per case PSC: 8945	0	CS	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0375	Blueberry Cake Mix, Pounds Powdered Cake Mix, Blueberry Cake, CID A-A-20181B, Type 1, Style A PSC: 8945	7,500	LB	\$ _____	\$ _____

## Section 2 - Contract Clauses

52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services  
(Nov 2023)

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(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; 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 2023)**

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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)

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#### 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)

DOJ-05 Security of Department Information and Systems DOJ-05 (OCT 2023)

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## **I. Applicability to Contractors and Subcontractors**

Section 2839.102 of the Justice Acquisition Regulation (JAR), (48 C.F.R. § 2839.102), applies to this contract. Accordingly, all contractors are obligated to comply with all applicable DOJ security policies, directives, or guidance documents, including the security requirements in the provisions in this contract clause. This contract clause applies to all contractors and subcontractors, including cloud service providers (“CSPs”), and personnel of the contractors and subcontractors (hereinafter collectively, “Contractor”) that may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of DOJ Information. The security requirements set forth herein are in addition to those required by the Federal Acquisition Regulation (“FAR”), and any other applicable laws, mandates, contract clauses, DOJ policies, directives or guidance documents and Executive Orders pertaining to the development and operation of Information Systems and/or the protection of Government Information. This clause does not alter or diminish any existing rights, obligations, or liability under any other civil and/or criminal law, rule, regulation, or mandate.

## **II. General Definitions**

The following general definitions apply to this clause. Specific definitions also apply as set forth in other paragraphs.

**A. Authorization to Operate (“ATO”)**, as defined in National Institute of Standards and Technology (“NIST”) Special Publication (“SP”) 800-37 Revision 2, is the official management decision given by a senior Federal official or officials to authorize operation of an information system and to explicitly accept the risk to agency operations (including mission, functions, image, or reputation), agency assets, individuals, other organizations, and the Nation based on the implementation of an agreed-upon set of security and privacy controls.

**B. Cloud Computing**, as defined in DOJ Order 0904 Cybersecurity Program, is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This cloud model is composed of five essential characteristics, three service models, and four deployment models in accordance with NIST SP 800-145.

**C. Covered Contract** is any contract, order or other agreement under which the contractor, or a subcontractor at any tier, including a cloud service provider, may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of DOJ Information (as defined below) in the course of providing a product or service to the Department, with the exception of acquisitions under the micro-purchase threshold.

**D. Covered Information System** means any information system used for, involved with, or allowing, the processing, storing, or transmitting of DOJ Information under a Covered Contract.

**E. Data** means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data, computer software, and personally identifiable information (PII) (defined below). The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**F. DOJ Information**, as defined in DOJ Order 0904, means any Information that is owned, produced, controlled, protected by, or otherwise within the custody or responsibility of the DOJ, including, without limitation, information related to DOJ programs or personnel. It includes, without limitation, Information (1) provided by or generated for the DOJ, (2) managed or acquired by the Contractor for the DOJ in connection with the performance of the contract, and/or (3) acquired to perform the contract.

**G. Information**, as defined in DOJ Order 0904, is any communication or representation of knowledge such as facts, data, or opinions, in any form or medium, including textual, numerical, graphic, cartographic, narrative, or audiovisual. This includes any communication or representation of knowledge in an electronic format that allows it to be stored, retrieved, or transmitted.

**H. Information System**, means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502(8)).

**I. Personally Identifiable Information (“PII”)**, as defined in the FAR 24.101, 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. It includes but is not limited to common data elements such as names, addresses, dates of birth, and places of employment, to identity documents, Social Security numbers or other government-issued identifiers, precise location information, medical history, and biometric records. This definition covers all PII that is created by or becomes available to the contractor, including its employees, subcontractors, or affiliates, as a result of performing under this contract. PII, as supplementally defined in DOJ Order 0904, also includes information about an individual maintained by an agency, including, but not limited to, information related to education, financial transactions, medical history, and criminal or employment history and information, which can be used to distinguish or trace an individual's identity.

**J. Private Cloud**, as defined in NIST SP 800-145, is the deployment model for cloud infrastructure provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.

**K. Security Breach** means any security incident (as defined below) that directly relates to the loss of control, compromise, exfiltration, manipulation, unauthorized disclosure, unauthorized acquisition, unauthorized exposure or unauthorized access or any similar occurrence of any Covered Information System or any DOJ Information or any PII accessed by, retrievable from, processed by, stored on, or transmitted within, to or from any such system. This includes incidents where (1) a person other than an authorized user accesses or potentially accesses PII or DOJ Information or (2) an authorized user accesses or potentially accesses PII or DOJ Information for an unauthorized purpose.

**a. Potential Security Breach** (hereinafter, “Potential Breach”) means any suspected, but unconfirmed security breach (as defined above).

b. **Confirmed Security Breach** (hereinafter, "Confirmed Breach") means any confirmed security breach (as defined above).

L. **Security Incident** means any occurrence that (1) may actually or imminently jeopardize, without lawful authority, the availability, integrity, authentication, confidentiality, or nonrepudiation of DOJ Information or a Covered Information System; or (2) may constitute a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

a. **Potential Security Incident** means any suspected, but unconfirmed security incident (as defined above).

b. **Confirmed Security Incident** means any confirmed security incident (as defined above).

M. **Vulnerability**, as defined in DOJ Vulnerability Management Plan, and the OCIO Information Security Management Procedure, means a weakness or flaw discovered in the design of a system that, when exploited, may result in a loss of confidentiality, integrity, or availability of DOJ Information or an Information System.

### III. Confidentiality and Non-Disclosure of DOJ Information

A. Preliminary and final contract deliverables and all associated working papers and material generated by the Contractor developed using DOJ Information, product, source code, and/or methods of operations, are the property of the U.S. Government and must be submitted to the Contracting Officer ("CO") or the CO's Representative ("COR") at the conclusion of the contract. The U.S. Government has unlimited data rights to all such deliverables and associated working papers and materials in accordance with FAR 52.227-14 (Rights in Data-General). The Contractor will define a method of monitoring the development activity to include any activity associated with DOJ Information, product, source code, and methods of operations. The data rights and development details shall be defined within the Contract.

If the Contractor intends to utilize its existing data, for which it has a patent or copyright, to develop a contract deliverable, it is incumbent upon the Contractor to negotiate with the CO the proper FAR Part 27 clauses in the contract to protect its existing data.

B. Pursuant to FAR 52.227-14(d)(2), all documents and data produced in the performance of this contract containing DOJ Information, product code, source code, and/or methods of operations are the property of the U.S. Government and, without the prior written permission of the CO, the Contractor shall neither reproduce nor release such information to any third-party at any time, including during performance or following expiration and/or termination of the contract.

C. Any DOJ Information made available to the Contractor under this contract shall be used only for the purpose of performance of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of this contract. In performance of this contract, the Contractor assumes responsibility for the protection of the confidentiality of all DOJ Information processed, stored, or transmitted by the Contractor. The Contractor shall comply with information security responsibilities and duties throughout the contract and after expiration/termination as appropriate per contract close-out activities. When requested by the CO (typically no more than annually), the Contractor shall provide a report to the CO identifying, to the best of the Contractor's knowledge and belief, the type, amount, and level of sensitivity of the DOJ Information processed, stored, or transmitted under the Contract, including an estimate of the number of individuals for whom PII has been processed, stored or transmitted under the Contract and whether such information includes social security numbers (in whole or in part).

### IV. Compliance with Information Technology Security Policies, Procedures and Requirements

A. For all Covered Information Systems, in addition to any other applicable requirements, as set forth in Part I, the Contractor shall comply with the security requirements of the Federal Information Security Modernization Act of 2014 ("FISMA"), Privacy Act of 1974, E-Government Act of 2002, National Institute of Standards and Technology ("NIST") Special Publications ("SP"), including NIST SP 800-37, 800-53, and 800-60 Volumes I and II, Federal Information Processing Standards ("FIPS") Publications 140-2, 199, and 200, Federal Risk and Authorization Management Program ("FedRAMP"), DOJ IT Security Standards as amended, and OMB Memoranda relating to the security of information and/or Federal Information Systems.

B. In addition, for all Covered Information Systems, the Contractor shall comply with the following requirements, which are listed here only to highlight certain specific applicable requirements from one of the sources identified in the first paragraph of this Section. This is not an exhaustive list of all such requirements with which the Contractor is obligated to comply, and the omission of a requirement from this list should not be construed as negating the materiality of that requirement. These requirements and those in the authorities in the prior paragraph should be read together.

1. Limiting access to DOJ Information and Covered Information Systems to authorized users and to transactions and functions that authorized users are permitted to exercise.
2. Providing security awareness training at least annually to all Contractor employees and contractors involved with the Covered Contract. Such training shall include, but not be limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems.
3. Creating, protecting, and retaining, in accordance with applicable requirements but in any event at least until the expiration of the contract, Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information.
4. Maintaining authorizations to operate any Covered Information System.
5. Performing continuous monitoring on all Covered Information Systems, to include but not be limited to, collecting, reviewing, and analyzing appropriate logs and timely investigating security alerts and potential security incidents.
6. Establishing and maintaining baseline configurations and current inventories of Covered Information Systems, including hardware, software, firmware, and documentation, throughout the Information System Development Lifecycle, and establishing and enforcing security configuration settings for IT products employed in Covered Information Systems.
7. Ensuring appropriate contingency planning has been performed, including DOJ Information and Covered Information System backups.
8. Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods as defined by NIST 800-63-3, *Digital Identity Guidelines* or current revision.
9. Establishing and maintaining an operational incident handling capability for Covered Information Systems that includes adequate and timely development, logging, detection, analysis, containment, recovery, and user response activities, and tracking, documenting, and timely reporting incidents to appropriate officials and authorities within the Contractor's organization and the DOJ.
10. Performing periodic and timely maintenance on Covered Information Systems, and providing effective controls on tools, techniques, mechanisms, and personnel used to conduct such maintenance.
11. Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media, and DOJ assets under Contractor control; protecting them from environmental impacts, access, and equipment positioning requirements defined; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media.
12. Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized personnel according to DOJ 03.
13. Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards including personnel background checks.

14. Continuously assessing the risk to DOJ Information in Covered Information Systems, including scanning and remediating vulnerabilities, or implementing appropriate mitigation in accordance with DOJ policy, and ensuring the timely removal of assets no longer supported by the Contractor.
15. Continuously monitoring the application of security controls of Covered Information Systems, assessing the efficacy of such controls, and developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Covered Information Systems.
16. Monitoring, controlling, and protecting information transmitted or received by Covered Information Systems at the external boundaries and key internal boundaries of such Covered Information Systems, and employing architectural designs, software development techniques, and systems engineering principles that promote effective security.
17. Identifying, reporting, and correcting Covered Information System security flaws in a timely manner, providing protection from malicious code at appropriate locations, monitoring security alerts and advisories and taking appropriate and timely action in response.
18. Ensuring return of Government Furnished Equipment ("GFE") and/or PIV card assets within 10 business days of notification for end of use (contract end, staff change, etc.).
19. Complying with rights in data (FAR 52.227-14) as to the development, management, and protection of DOJ Information.
20. Reporting on risks or known issues impacting DOJ Services (staffing, hardware, process, changes, etc.) through the Contractor's CO or COR, DOJ Service Owner ("SO"), and Government Technical Manager ("GTM") including risk mitigation activities.
21. Reporting through the Contractor's CO or COR on any projected or planned changes in corporate ownership, covered information system design, and/or any technical changes that could impact the confidentiality, integrity or availability of DOJ Information, data, or systems. Changes to system design must be updated through the authorization process per NIST SP 800-37 Revision 2, Step 6 ('Continuous Monitoring') or current NIST revision.
22. When, as part of operating within the DOJ environment, the Contractor's covered information system is subject to review, audit, or assessment by third parties, facilitating DOJ access to information system resources, facilities, personnel, and documentation in a timely manner as required by the auditors. Should a third-party organization conduct a review of any Covered Information System, the Contractor must provide a copy of the report to DOJ, through the CO and COR.
23. Completing an attestation that meets OMB Memorandum M-22-18 for software procurements following the template attestation form developed by NIST. The attestation form must be returned to the CO and COR for sharing with the component Chief Information Officer (CIO).
24. Reporting on outages impacting DOJ Services through the Contractor's CO, COR, and DOJ Service Owner (SO) to include event and mitigation details.

C. The Contractor shall not process, store, or transmit DOJ Information using a Covered Information System without first obtaining an ATO for each Covered Information System. The ATO shall be signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under this contract. (For Cloud Computing Systems, see Section V, below.)

D. The Contractor shall ensure compliance with DOJ-03 (Personnel Security Requirements for Contractor Employees) as to all Covered Information Systems.

E. When requested by the DOJ CO or COR as described below, the Contractor shall provide DOJ, including the Office of Inspector General ("OIG") and Federal law enforcement components, (1) access to any and all information and records, including electronic information, regarding a Covered Information System, and (2) physical access to the Contractor's facilities, installations, systems, operations, documents, records, and databases. Such access may include independent validation testing of controls, system penetration testing, and FISMA data reviews by DOJ or agents acting on behalf of DOJ, and such access shall be provided within 72

hours of the request. Additionally, the Contractor shall cooperate with DOJ's efforts to ensure, maintain, and safeguard the security, confidentiality, integrity, and availability of DOJ Information.

F. The use of Contractor-owned laptops or other portable digital or electronic media to process or store DOJ Information covered by this clause or access a Covered Information System is prohibited unless the CO approves it in writing after the Contractor has provided a letter certifying compliance with the following requirements. For any requirements which include the use or storage of PII, the Senior Component Official for Privacy must also approve. Any additional requirements set forth for the use or storage of PII under DOJ-02, Contractor Privacy Requirements, are in addition to, not superseded by, the requirements set forth here.

1. Media must be encrypted using a NIST FIPS 140-2 approved product.
2. The Contractor must develop and implement a process to ensure that security and other applications software is kept up to date.
3. Where applicable, media must utilize antivirus software and a host-based firewall mechanism.
4. The Contractor must log all computer-readable data extracts from databases holding DOJ Information and verify that each extract including such data has been erased within 90 days of extraction or that its use is still required. All DOJ Information should be treated by the Contractor as sensitive information unless specifically designated as non-sensitive by the DOJ.
5. A Rules of Behavior (ROB) form must be signed and acknowledged annually by users. These rules must address, at a minimum, authorized, and official use, prohibition against unauthorized users and use, and the protection of DOJ Information. The form also must notify the users that they have no reasonable expectation of privacy regarding any communications transmitted through or data stored on Contractor-owned laptops or other portable digital or electronic media.
6. Cybersecurity Awareness Training (CSAT) shall be provided annually by Contractor for all users of Covered Information System. This training must be submitted to, and approved by, the CO or COR in advance of being provided to users. Users must complete and acknowledge having received CSAT each year. At a minimum, CSAT provided by contractors must include:
  - a. Insider Threat Detection and Reporting – Importance of detecting, methodologies, indicators, and reporting
  - b. Privacy Awareness – Privacy Act and PII
  - c. General Cybersecurity – Information security, trends in advance persistent threats, social engineering/phishing, appropriate use, mobile devices, remote access, basic security best practices

G. Contractors shall not store DOJ information on Contractor-owned removable IT (e.g., media such as a thumb drive or external hard drive) unless expressly authorized in writing by the DOJ CO or COR in the performance of their contract.

H. When no longer needed, all media must be processed (sanitized, degaussed, or destroyed) in accordance with NIST SP 900-88, *Guidelines for Media Sanitization*.

I. The Contractor must keep an accurate inventory of digital or electronic media used in the performance of DOJ contracts.

J. The Contractor must remove all DOJ Information from Contractor media and return all such information to the DOJ within 10 days of the expiration or termination of the contract, unless otherwise extended by the CO, or waived (in part or whole) by the CO, and all such information shall be returned in a format and form acceptable to DOJ. The Contractor shall provide a written certification certifying the removal and return of all such information to the CO within 10 business days of the removal and return of all DOJ Information.

K. DOJ, at its discretion, may suspend the Contractor's access to any DOJ Information, or terminate the contract, when DOJ suspects that the Contractor has failed to comply with any security requirement, or in the event of an Information System Security Incident or Security Breach (see definitions above), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Any termination action taken because of the Contractor's suspected failure

to comply with any security requirement will be conducted in accordance with the applicable termination clause governing the awarded contract. The Contractor understands that any suspension or termination in accordance with this provision shall be at no cost to DOJ, and that upon request by the CO, the Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at the Contractor's expense. The Contractor must comply with FAR 52.227-14 (Rights in Data), FAR 52.245-1 (Government Property), DOJ 2400.3A Chapter 1 (component property procedures), and FAR 4.804-5(a)(6) (Procedures for closing out contract files).

## V. Cloud Computing

A. The Contractor may not utilize the Cloud system of any Cloud Service Provider ("CSP") unless:

1. All of the following has occurred: (a) the Cloud system and CSP have been evaluated by a Third Party Assessing Organization ("3PAO") certified under FedRAMP; (b) the Cloud system received FedRAMP authorization; (c) the Contractor has provided the most current System Security Plan ("SSP") and Security Assessment Report ("SAR") to the DOJ CO for consideration, and provides any subsequent SSPs and SARs within 30 days of issuance; and, (d) the Authorizing Official for the DOJ component responsible for maintaining the security confidentiality, integrity, and availability of the DOJ Information under the Covered Contract has issued an ATO; or,

2. In cases where the CSP or its offering is not FedRAMP authorized, the COR approves utilization of the Cloud System after the CSP has worked with the authorizing official, the DOJ OCIO, and the FedRAMP Program Management Office to determine that the CSP is likely to seek and receive Agency/ FedRAMP authorization within 1 year, or DOJ has authorized use as a Private Cloud or Contractor Owned, Contractor Operated system.

B. The Contractor must ensure that the CSP allows DOJ to access and retrieve any DOJ Information processed, stored, or transmitted in a Cloud system under this Contract within a reasonable time of any such request, but in no event less than 48 hours from the request. To ensure that the DOJ can fully and appropriately search and retrieve DOJ Information from the Cloud system, access shall include any schemas, meta-data, and other associated data artifacts.

C. The Contractor must ensure that the CSP provides access and information to support and enable DOJ's cloud security posture management, to include the current inventory of security management configuration data for services and information to confirm the Contractor has been monitoring accounts for compliance with security requirements. The DOJ Justice Security Operations Center (JSOC) must be able to access logs and events to investigate potential security breaches and perform security posture assessments associated with the Security Audit Identity Credential Access Management (ICAM) policies.

D. The Contractor must ensure that the CSP provides evidence of annual recertification of privileged user access management.

E. A Supply Chain Risk Management (SCRM) review is mandatory for specified acquisitions in accordance with established process in EO 14028 and NIST SP 800-161, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations*, or superseding document. All vendor products and solutions to be used on DOJ national security systems, enterprise-wide systems, or new FIPS-199 High and Moderate systems for the purpose of accessing, collecting, storing, processing, maintaining, using, sharing, retrieving, disseminating, transmitting, or disposing of DOJ Information must be submitted to DOJ OCIO for a Supply Chain Risk Management review prior to contract award or ATO signature. Changes in corporate ownership or structure shall be reported to the CO for referral to SCRM. The Contractor shall notify the CO of any confirmed Supply Chain compromise affecting the Contractor's products or services within 1 hour of discovery.

\_\_\_ The following SCRM requirements for acquisition of systems, hardware, or software which will be used in systems that are mission critical or process sensitive data apply to this award. **(CO check as appropriate in coordination with the Program Manager and/or System Owner)**

1. The Contractor shall develop and deliver a SCRM Plan. The SCRM Plan shall meet the format described in NIST SP 800-161, Appendix E. The SCRM plan shall address the following security controls from NIST SP 800-53 Rev 5: SR-2, SR-3, SR-4, SR-5, SR-6, SR-7, SR-8, SR-9, SR-10, and SR-11. Equivalent ISO 27000 series controls may be used if they are mapped to the NIST control(s).

2. The Contractor shall implement the required security controls as documented in the SCRM Plan. The requirements of the SCRM plan shall flow down to all subcontractors. Evidence of the certification and compliance is required.
3. The Contractor shall provide evidence of compliance with the documented SCRM Plan. **(CO select which applies)**
  - Self-assessment by a contractor security team
  - External assessment by an independent auditor

## VI. Information System Security Incident or Security

A. Confirmed Security Incident. The Contractor shall immediately (and in no event later than 1 hour of discovery) report any Confirmed Security Incident to the DOJ CO and COR. If the Confirmed Security Incident occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, the Contractor must call JSOC at 1-202-357-7000 immediately (and in no event later than within 1 hour of discovery of the Confirmed Security Incident) and shall notify the CO and COR as soon as practicable.

### B. Potential Security Incident.

1. If the Contractor suspects that DOJ information has been potentially disclosed or impacted, the Contractor shall promptly investigate to determine if a Security Incident has occurred. If the Contractor has not determined within 24 hours (i.e., 24 hours from detection of potential security incident and/or security breach) whether the Potential Security Incident was in fact a Security Incident, then it must immediately report the Potential Security Incident to the DOJ CO and the COR. If the time by which to report the Potential Security Incident occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, the Contractor must call or e-mail the JSOC Team at 1-202-357-7000 or JSOC@USDOJ.GOV and contact the DOJ CO and COR as soon as practicable. If the contract involves PII, the Contractor must comply with the notification requirements of DOJ-02 and Executive Order M-17-12 (Memorandum on Preparing for and Responding to a Breach of Personally Identifiable Information), Contractor Privacy Requirements, Section B.5, for an actual or suspected Security Incident.
2. The Contractor must limit sharing of Security Incident details to only those individuals involved in responding to the potential Security Incident. Any provisions of the Covered Contract regarding the citizenship or location of individuals working on the Covered Contract apply equally to individuals involved in responding to any potential Security Incidents. The Contractor may request assistance from the JSOC for advice, incident response, or FBI coordination. The Contractor must provide weekly updates to CO, COR and JSOC during the course of a Security Incident investigation.

C. Any report submitted in accordance with paragraphs (B) and (C), above, shall identify:

1. Both the Covered Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII.
2. All steps and processes being undertaken by the Contractor to minimize, remedy, and/or investigate the Security Incident.
3. Any and all other information as required by the CISA Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and

The Contractor may request assistance from the JSOC Team for advice, incident response, or FBI coordination, and must provide weekly updates to CO, COR, and JSOC during the course of an Incident investigation.

D. Except as otherwise required by Federal, State and local laws, executive orders, rules and regulations, all determinations regarding whether and when to notify other individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials, the DOJ Core Management Team, or the COR at DOJ's discretion.

E. The Contractor must provide to DOJ full access to any facility and/or Covered Information System affected or potentially affected by any potential or confirmed Security Incident, including access by the DOJ OIG and

federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.

F. DOJ, at its sole discretion, may obtain, and the Contractor will permit, the assistance of other federal agencies and/or third-party contractors or firms to aid in response activities related to any potential or confirmed Security Incident. Additionally, DOJ, at its sole discretion, may require the Contractor to retain, at the Contractor's expense, a 3PAO acceptable to DOJ, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected Covered Information Systems.

G. Response activities related to any Security Incident undertaken by DOJ, including activities undertaken by the Contractor, other federal agencies, and any third-party contractors or firms at the request or direction of DOJ, may include inspections, investigations, forensic reviews, data analyses and processing, and final determinations of responsibility for the Security Incident and/or liability for any additional response activities. The Contractor shall be responsible for all costs and related resource allocations required for all such response activities related to any Security Incident, including the cost of any penetration testing.

#### **VII. Pass-Through of Security Requirements to Subcontractors and CSPs**

A. The requirements set forth in the preceding paragraphs of this clause apply to all subcontractors and CSPs who perform work in connection with the contract, including any CSP providing services for any other CSP under the contract, and the Contractor shall flow down this clause to all subcontractors and CSPs performing under this contract. Any breach by any subcontractor or CSP of any of the provisions set forth in this clause will be attributed to the Contractor.

(End of Clause)

#### **52.211-17 Delivery of Excess Quantities (Sept 1989)**

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The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

(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 (Dec 2023)**

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(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 Covered Entities (Dec 2023) (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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 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.]

(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. 4655).

(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) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community--see FAR 3.900(a).

(5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) [Reserved].

(7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

(11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(ii) Alternate I (Dec 2023) of 52.204-30.

(12) 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).

(13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(14) [Reserved].

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

- (16) 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).
- (17) [Reserved]
- (18)(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.
- (19)(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.
- (20) 52.219-8, Utilization of Small Business Concerns (Sep 2023) (15 U.S.C. 637(d)(2) and (3)).
- (21)(i) 52.219-9, Small Business Subcontracting Plan (Sep 2023) (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 2023) of 52.219-9.
- (22)(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.
- (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (25) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).
- (26)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (Sep 2023) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (Mar 2020) of 52.219-28.
- (27) 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)).
- (28) 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)).
- (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 657s).
- (31) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (32) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Nov 2023) (E.O. 13126).
- (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (34)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.

- (35)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ii) Alternate I (July 2014) of 52.222-35.
- (36)(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.
- (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (39)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (40) 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.)
- (41)(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.)
- (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (44)(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.
- (45)(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.
- (46) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- (47)(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.
- (48) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (49) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (50) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- (51)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (ii) Alternate I (Jan 2017) of 52.224-3.
- (52)(i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).
- (ii) Alternate I (Oct 2022) of 52.225-1.

\_\_\_ (53)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

\_\_\_ (iii) Alternate II (Dec 2022) of 52.225-3.

\_\_\_ (iv) Alternate III (Nov 2023) of 52.225-3.

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

\_\_\_ (54) 52.225-5, Trade Agreements (Nov 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (55) 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).

\_\_\_ (56) 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. Subtitle A, Part V, Subpart G Note).

\_\_\_ (57) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (58) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (59) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

\_\_\_ (60) 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. 3805).

\_\_\_ (61) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

(62) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_\_ (63) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (64) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (65) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (66) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

\_\_\_ (67)(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) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 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)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 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).

- (vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).
- (B) Alternate I (Dec 2023) of 52.204-30.
- (viii) 52.219-8, Utilization of Small Business Concerns (Sep 2023) (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.
- (ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (x) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)
- (xiv) 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.
- (xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xvi) (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).
- (xvii) 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).
- (xviii) 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).
- (xix) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
- (xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xxii)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xxiii) 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. Subtitle A, Part V, Subpart G Note).
- (xxiv) 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.
- (xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxvi) 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 3 - List of Attachments**

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**Section 4 - Solicitation Provisions**

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