

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1. REQUISITION NUMBER		PAGE 1 OF 76	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER  15B51923Q00000006	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME  Crystal Bellino cbellino@bop.gov				b. TELEPHONE NUMBER (No collect calls)  3185615300	
9. ISSUED BY  Federal Bureau of Prisons USP Pollock 1000 Air Base Road Pollock, LA 71467		CODE  15B519		10. THE ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR  <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311999 SIZE STANDARD: 500 Employees			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS  NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  <input type="checkbox"/>		13b. RATING	
15. DELIVER TO  Federal Bureau of Prisons USP Pollock 1000 Air Base Road Pollock, LA 71467		CODE  15B519 cvillemarette@bop.gov		16. ADMINISTERED BY  Federal Bureau of Prisons USP Pollock 1000 Air Base Road Pollock, LA 71467		CODE  15B519 Crystal Bellino (O) 3185615300 cbellino@bop.gov	
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY  Federal Bureau of Prisons USP Pollock 1000 Air Base Road Pollock, LA 71467		CODE  15B519 POL-BusinessOffice-S	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	3rd Qtr Subsistence FY23  UEI #: _____  Email: _____ Firm Fixed Price    See Continuation Sheet(s)  (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				Crystal Bellino		03/03/2023	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

☐ COMPLETE    ☐ PARTIAL    ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

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

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

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

42d. TOTAL CONTAINERS

## Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
1	Solicitation/Contract Form.....	1
2	Commodity or Services Schedule.....	4
3	Contract Clauses.....	43
	52.211-17 Delivery of Excess Quantities (Sept 1989).....	47
	52.211-16 Variation in Quantity (Apr 1984).....	47
	52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2021).....	
	52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Oct 2022).....	
	DOJ-02 Contractor Privacy Requirements (JAN 2022).....	47
4	List of Attachments.....	59
5	Solicitation Provisions.....	60
	52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services (Oct 2022).....	
	52.212-1 Instructions to Offerors-Commercial Products and Commercial Services (Nov 2021).....	
	52.27-103-71 FAITH-BASED AND COMMUNITY-BASED ORGANIZATIONS (AUG 2005).....	63
	52.212-2 Evaluation-Commercial Products and Commercial Services (Nov 2021).....	

## Section 2 - Commodity or Services Schedule

**SCHEDULE OF SUPPLIES/SERVICES**

## CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0001	Beans, Dry, Black Beans, Whole, U.S. Grade 1 - 3  PSC: 8945 Base Period	20,000	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0002	Beans, Dry, Black Eyed Peas, U.S. Grade 1 - 3  PSC: 8945 Base Period	850	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0003	Beans, Dry, Great Northern, Whole, U.S. Grade 1 - 3  PSC: 8945 Base Period	800	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0004	Beans, Dry, Kidney or Red, Whole, U.S. Grade 1 - 3  PSC: 8945 Base Period	2,000	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0005	Beans, Dry, Lentils, Whole, U.S. Grade 1 - 3  PSC: 8945 Base Period	2,300	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0006	Beans, Dry, Pinto, Whole, U.S. Grade 1 - 3  PSC: 8945 Base Period	25,000	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0007	Beans, Dry, Split Pea, Green, U.S. Grade 1 - 3  PSC: 8945 Base Period	0	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0008	Beans, Kidney or Red, Canned, In Brine, Meatless, Light or Dark Red. (CID A-A-20134C, Type I or IV, Class C, D, E, or I, Style 1). 6/#10 cans per case  PSC: 8945 Base Period	0	CS	\$ _____	\$ _____	

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0009	Beans, Garbanzo (Chick Peas), Canned, In Brine, Meatless. (CID AA-20134C, Type I or IV, Class E or J, Style 1). 6/#10 cans per case  PSC: 8945 Base Period	0	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0010	Beans, Black Eyed Peas, Canned, In Brine, Meatless. (CID A-A-20134C, Type 1, Class F, Style 1). 6/#10 cans per case  PSC: 8945 Base Period	0	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0011	Beans, Pintos, Canned, In Brine, Meatless. (CID A-A-20134C, Type I or IV, Class B, Style 1). 6/#10 cans per case  PSC: 8945 Base Period	0	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0012	Beans, Great Northern, In Brine, Meatless. (CID A-A-20134C, Type I, Class C, Style 1). 6/#10 cans per case  PSC: 8945 Base Period	0	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0013	Beans, Black, Canned, In Brine, Meatless. (CID A-A-20134C, Type I, Class K or Type IV, Class A; Style 1). 6/#10 cans per case  PSC: 8945 Base Period	0	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0015	Rice, U.S. Grade 1 or 2, Long Grain MILLED Rice, Parboiled Light  PSC: 8945 Base Period	37,200	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0016	Rice, U.S. Grade 1 or 2, Long Grain MILLED Rice  PSC: 8945 Base Period	0	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0017	Rice, U.S. Grade 1 or 2, Long Grain, BROWN Rice, Parboiled Light  PSC: 8945 Base Period	0	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0018	Rice, U.S. Grade 1 or 2, Long Grain, BROWN Rice  PSC: 8945	0	LB	\$ _____	\$ _____	

	Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	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 Base Period	1,480	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	Pasta, Lasagna Noodles, Curl or Flat Form, Whole Wheat Blend, Whole Wheat, or Regular. (CID A-A-20062E, Type VIII, Class 1 of 2, 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 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	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 Base Period	5,850	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	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: 8920 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	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 Base Period	7,020	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	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 Base Period	3,290	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	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	2,300	LB	\$ _____	\$ _____

	requirements as specified in 21 CFR 139.115 and 21 CFR 139.135. 1 lb to 40 lb sealed bags. PSC: 8920				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	Corn Meal, Degermed (lower fat), Enriched, White or Yellow, Course Granulation (CID A-A-20066B, Type III, Class B, Color 1 or 2, Granulation a).  PSC: 8920 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	Corn Starch, Unmodified, regular, native or common, fine or coarse powder.  PSC: 8920 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	Flour, General, All Purpose, or Whole Wheat Flour, Unbleached. (CID A-A-20126F, Type II or VI, Style A).  PSC: 8920 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	Non-Fat Dry Milk, Fortified with Vitamins A and D. (CID A-A-20085D, Type II).  PSC: 8920 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	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: 8920 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	Cereal, Prepared, Ready to Eat, Any type, any style, and any grain composition. (CID A-A-20000D, Any Type, Any Class, Any Grain Composition). Bulk package range 12 to 40 lb case. Specify case weight and type of cereal on bid. Type of cereal may be specified locally.  PSC: 8920	16,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	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). .81 oz to 1.5 oz Individual Package. Specify case count on bid.  PSC: 8920 Base Period	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0033	Cereal, Prepared, Ready to Eat, Any type, any style, and any grain composition. (CID A-A-20000D, Any Type, Any Class, Any Grain Composition). .81 oz to 1.5 oz  individual package. Specify case count and type of cereal on bid. Type of cereal may be specified locally.  PSC: 8920	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	Hominy Grits, Enriched, White or Yellow, Regular (CID A-A-20035D, Type I or II, Style A).  PSC: 8920 Base Period	2,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	Cereal, Rolled Oats, Quick cooking, Unflavored, Any Style, Any container size (CID A-A-20090F, Type II, Flavor A, Style 1 - 3)  PSC: 8945 Base Period	13,450	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	Chips, Potato, 1 oz sealed individual package, various flavors. Note case count and flavors in bid.  PSC: 8945 Base Period	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037	Chips, Potato, Baked, 1 oz sealed individual package, various flavors. Note case count and flavors in bid.  PSC: 8945 Base Period	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038	Peanut Butter, Regular or Reduced Fat, Smooth or Chunky/ crunchy, Stabilized, Non-fortified, Salted or Unsalted. (CID A-A-20328B, Style I, Class A or B, Texture 1  or 3, Type a, Fortification 1, Seasoning (a) or (b). 1 to 50 lb sealed containers. Specify weight of container on bid.  PSC: 8945 Base Period	1,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039	Peanut Butter, Regular or Reduced Fat, Smooth, Stabilized, Non-fortified, Salted or Unsalted. (CID A-A-20328B, Style I, Class A or B, Texture 1, Type a, Fortification 1,  Seasoning (a) or (b). 2 oz Individual Packets. Specify total count per case on bid.  PSC: 8945 Base Period	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	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:	0	LB	\$ _____	\$ _____



	– 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  Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	Soy Protein Products (SPP), Meat Flavor, Bits or Crumbles. 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. Product will not contain any animal by products or ingredients.  PSC: 8945  Base Period	700	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	Soy Protein Products (SPP), Chicken 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 ingredients.  PSC: 8945  Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	Meat Alternative, Individually Frozen, Soy, Vegetable, or Legume Based, Patty or Rectangle Shaped (CID A-A-20275A, Type I, II, or III, Style A or L.) Fully cooked,  beef flavor. Product to be Vegan alternative for Beef Patty. Product will not contain any animal by products or ingredients.  PSC: 8945  Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	Meat Alternative, Individually Frozen, Soy, Vegetable, or Legume Based, Patty or Rectangle Shaped (CID A-A-20275A, Type I, II, or III, Style A or L.) Fully cooked,  chicken flavor. Product to be alternative for Chicken Patty. Product will not contain any animal by product or ingredients.  PSC: 8945  Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0045	Tofu, Regular or Organic, Firm, Medium Firm, Extra Firm, or Super Firm, Refrigerated or Shelf Stable. Ingredients include: Water, Regular or Organic Soy  Beans, Calcium Sulfate or Glucono Delta Lactone, and Calcium Chloride. Note package size on bid. Product will not contain any animal by product or ingredients.  PSC: 8945 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046	Hummus, Prepared. Made from cooked mashed chickpeas, blended with tahini (teheha), oil, citrus juice, salt and garlic. Individual or Bulk. Quote must specify if  quoting on individual or bulk and case size. Product will not contain any animal by product or ingredients.  PSC: 8945 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047	Shortening, General Purpose, (CID A-A 20100D, Type I). Shortening will consist only of partially hydrogenated deodorized vegetable oil or blends of vegetable  oils. Product shall not contain antioxidants or antifoaming agents. Smoke point meets or exceeds 425 degrees F, 50 pound block.  PSC: 8945 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0048	Shortening, Liquid (deep-fry cooking) (CID A-A 20100D, Type III).  The liquid shortening (deep-fry cooking) must be prepared from deodorized vegetable fats and oils, which include, but are not limited to, palm oil, palm kernel oil, canola oil, or a combination of these oils. The liquid shortening (deep-fry cooking) must contain antifoaming agents and may contain antioxidants. Smoke point meets or exceeds 425 degrees F. 5-Gallon Container. Note package size provided on bid.  PSC: 8945 Base Period	520	GL	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0049	Oils, Salad, Vegetable, Canola (rapeseed), Corn, Cottonseed, Olive (refined), Peanut, Safflower, Soybean, Sesame, Sunflower, or any other vegetable oils or  combinations of these oils. (CID A-A-20091D, Type II). Gallons, Half Gallons, 5 Gallon Containers, or 35 lb Containers. Note size of container and case size on bid.  PSC: 8945 Base Period	0	GL	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0050	BUTTER, Bulk (Made exclusively from milk or cream or both, with or without common salt, and with or without additional coloring matter, and containing not  less than 80 percent by weight of milkfat). U.S. Grade AA, A, or B. As defined in 7 CFR 58.2621-2627. State case size and pack on bid.  PSC: 8945	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	BUTTER, Whipped, Bulk (Made exclusively from milk or cream or both, with or without common salt, and with or without additional coloring matter, and containing not less than 80 percent by weight of milkfat – by the uniform	0	LB	\$ _____	\$ _____

	incorporation of air or inert gas into butter). U.S. Grade AA or A. As defined in 7 CFR 58.2425 – 2430. State case size and pack on bid. PSC: 8945				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	Margarine, Bulk, All Vegetable. 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 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	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 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054	Dressing, Mayonnaise, Regular, Reduced Fat, Fat Free, or Light (CID A-A-20140E, Type I, Flavor A, Style 1, 2, 3, or 4, Agriculture practice a). 4/1 Gallon plastic containers per case. Heavy Duty Mayonnaise is acceptable.  PSC: 8945 Base Period	300	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0055	Dressing, Salad, Pourable, Regular, Lit, Reduced Fat, or Fat Free, Any Flavor, Creamy Style. (CID A-A-20162B, Type I, II, III, or IV, Any Class, Creamy Style). 4/1 Gallon plastic containers per case. Note Class on bid.  PSC: 8945 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0056	Dressing, Salad, Italian Low Cal, Reduced Fat, Fat Free, or Light. (CID A-A-20140E, Type II, Style 1, 2, 3, or 4, Agriculture practice (a)). Salad Dressing shall comply with 21 CFR 169.150. 4/1 gallon plastic containers per case.  Note Type and Style on bid if not specified.  PSC: 8945 Base Period	200	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0057	Dressing, Salad, Regular, Reduced Fat, Fat Free, or Light. (CID A-A-20140D, Type II, Style A, B, C, or D). Salad Dressing shall comply with 21 CFR 169.150. 4/1 gallon plastic containers per case. Note Style on bid.  PSC: 8945	0	CS	\$ _____	\$ _____

	Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0058	Mustard, Prepared, Yellow (Salad Style). (CID A-A-20036C, Type I). 4/1 Gallon plastic containers per case.  PSC: 8950 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0059	Mustard, Prepared, Yellow (Salad Style). (CID A-A-20036C, Type I). EACH 4.5 Gram Individual Packets. Specify case count on bid.  PSC: 8950 Base Period	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0060	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: 8950 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061	Pickle, Relish, Sweet (mild or regular), Individual, Cured. Product will comply with the United States Standards for Grades of Pickles (55 FR 11905). Grade A or B. 9 Gram Individual Packet, Each. Specify case count on bid.  PSC: 8950 Base Period	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062	Pimentos, Canned, as such product is defined in the Standards of Identity for Canned Pimientos (21 CFR 155.200). Pieces, Slices, Diced or Chopped. US Grade A (US Fancy) or Grade C (US Standard). State can and case size on bid.  PSC: 8950 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063	Tartar Sauce, Individual Packet, Each, Regular, Reduced Fat, Fat Free, or Light (CID A-A-20140D, Type II, Style A, B, C, or D). Specify case count on bid.  PSC: 8945 Base Period	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0064	Vinegar, Cider or Distilled, 50 Grain Strength, 4/1 Gallon containers per case.  PSC: 8945 Base Period	15	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0065	Jelly, Fruit, Standarized, Variety, Apple, Apricot, Cherry, Grape, Orange, Peach, Raspberry or Strawberry. Regular, Reduced Sugar,	0	EA	\$ _____	\$ _____

	or Sugar Free, US Grade A or equivalent. (CID-A-A-20078D) Type II, kind A, B, F, M, R, S, Y, or AA, Style 1 or 2.  Finished product quality a or b. 10 gram individual portion. EACH. Total amount may be adjusted to the next highest case count.  PSC: 8945				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0067	Preserves (Or Jams), Fruit, Variety, Apple, Apricot, Cherry, Grape, Orange, Peach, Raspberry, or Strawberry. Regular,  Reduced sugar, or Sugar free, U.S. Grade A or equivalent. (CID A-A-20079D).. Type II, kind Group I: E, I, M, Q or Group II: A, B, J, Style 1, 2, or 3. Finished product quality a or b. 10 gram individual portion. EACH. Total amount may be adjusted to the next highest case count.  PSC: 8945	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0068	Sugar, Brown, Light or Dark (CID A-A-20135D, Type II, Style A or B)  PSC: 8925 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0069	Sugar, White (Refined), Powdered or Confectioners (CID A-A-20135D, Type I, Style C)  PSC: 8925 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0070	Sugar, White (Refined), Granulated (fine, extra fine, or super fine) (CID A-A-20135D, Type I, Style A or B).  PSC: 8925 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071	Sugar, White (Refined), Granulated (fine, extra fine, or super fine) (CID A-A-20135D, Type I, Style A or B). Each individual is 1/10 oz. State case count on bid.  PSC: 8925 Base Period	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0072	Sugar Substitute, Non-Carbohydrate, Saccharin, Acesulfame K, Aspartame, Sucralose, Neotame, or Rebaudioside A, Granular, Packaged in Envelopes/Packets.  (CID A-A-20178C, Types I-VI, Style A, Package 1). Each individual is .80 to 1.0 Gram. State case count on bid.  PSC: 8925 Base Period	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0073	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. Each. Individuals are 1 oz. State case count and flavor on bid. (Imitation Maple Syrup, Individual Packet)  PSC: 8950	0	EA	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0074	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: 8950  Base Period	0	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0075	Pastries, Breakfast Cakes, Assorted, Individual, Fresh or Frozen, Thaw and Serve, or Bake and Serve. (Muffins, Bear Claws, Danish, Honey Buns or Cinnamon Rolls). NO Blueberry Items. Size 2 oz. - 4.25 oz. servings. Individually wrapped servings.  Specify item, size, case count, and if items contain yeast on bid. Items will not contain poppy seeds.  PSC: 8920  Base Period	0	EA	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0076	Pastries, Desserts, Assorted, Individual, Fresh or Frozen, Thaw and Serve or Bake and Serve. (Cookies, Cakes, Pies, etc.) Specify item, size case count and if items contain yeast on bid. Items will not contain poppy seeds. 2 oz. - 4.25 oz. serving size  Individually wrapped servings. No Blueberry items. Bid must state actual portion weight and case qty.  PSC: 8920  Base Period	0	EA	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0078	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  Base Period	30,000	EA	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0079	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  Base Period	36,720	EA	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0080	Tortillas, Corn, 5" to 7" in diameter, Round, Shelf stable, refrigerated, or frozen, Table Ready. (CID A-A-20143B, Type I, Style A, Size 4, 5, or 6, Shape a, Enrichment type I, Product state a, c, or d, Cook state I). Each. State case count on bid.  PSC: 8945  Base Period	0	EA	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0081	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.	160	LB	\$ _____	\$ _____	

	PSC: 8945 Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0082	French Toast, Frozen, Regular or Low Fat, Any Flavor, Any Shape. (CID A-A-20234B, Type II, Style A or B, Class 3, Flavor A, B, C, or D, Shape 1 - 8). Each. State case count on bid.  PSC: 8945 Base Period	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0083	Pancake, Frozen, Regular or Low Fat, Any Flavor, Any Shape. (CID A-A-20234B, Type II, Style A or B, Class 2, Any Flavor, Shape 1 - 8). Each. State case count on bid.  PSC: 8945 Base Period	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0084	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 Base Period	231	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0085	Tomato Catsup, as defined in the standard of identity for catsup, ketchup, catchup (21 CFR 155.194). U.S. Grade A-C. Each. Individual 7 Gram Packets. State case count on bid.  PSC: 8945 Base Period	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0086	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 Base Period	400	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0087	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 Base Period	173	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0088	Tomatoes, Canned, Crushed, 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	400	CS	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0089	Vegetable, Beans, Green, Canned, Cut, Sliced Lengthwise, or French Style, Round Type, 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: 8915 Base Period	550	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0090	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: 8915	41	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0091	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: 8915	100	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0092	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: 8915 Base Period	600	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0093	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: 8915 Base Period	550	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0094	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: 8915 Base Period	300	CS	\$ _____	\$ _____	



ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0095	Vegetable, Mixed (5-7 way 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: 8915 Base Period	550	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0096	Vegetable, Mushrooms, Brown, Buttons, Sliced Whole, Random Sliced Whole, Sliced Buttons, or Stems and Pieces. Minimum drain weight 58 oz. U.S. Grade A,  U.S. Fancy, U.S. Grade B, or U.S. Extra Standard. 6/#10 cans or pouches per case. State can or pouch on bid.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0097	Vegetable, Peas and Carrots, Canned, Sliced, Diced, Double Diced, or Strips. Peas not less than 50% of drained product and Carrots not less than 25% of drained  weight. Minimum drain weight 70 oz. U.S. Grade A, U.S. Fancy, U.S. Grade B or U.S. Extra Standard. 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: 8915 Base Period	0	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0098	Vegetable, Peas, Sweet, Canned. U.S. Grade A - C. As defined in Food and Drug Standard of Identity 21 CFR 155.170. Originated from crops that have been 100  percent grown, processed, and packed in the United States or Canada. 6/#10 cans or pouches per case. State can or pouch on bid.  PSC: 8915 Base Period	234	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0099	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: 8915 Base Period	39	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0100	Vegetable, Potatoes, White, Dehydrated, Mashed, Granules or Flakes without or with peel. (CID A-A-20032G, Type II, Style A, B, or C). Product label must have  rehydration instructions and yield amounts. 6/#10 cans per case or bulk packed by the pound. Indicate case/bag size on bid.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT

0101	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: 8915 Base Period	505	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	Vegetable, Beans, Green, Frozen, Cut, Sliced Lengthwise, or French Style, Round Type, Regular or extended blanch process pack. U.S. Grade A - C. As defined in  Title 7 CFR 52.2321 - 2328. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada.  PSC: 8915 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	Vegetable, Broccoli, Frozen, Spears, Short Spears, Cut or Chopped. U.S. Grade A or B. As defined in Title 7 CFR 52.631 - 644. *MUST be packed in United States, Canada or Mexico).  PSC: 8915 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104	Vegetable, Carrots, Frozen, Sliced, Diced, Double Diced, Strips, Chips or Cut. U.S. Grade A, U.S. Fancy, U.S. Grade B or U.S. Extra Standard. As defined in Title 7 CFR  52.701 - 711. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada.  PSC: 8915 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105	Vegetable, Corn, Whole Kernel (Whole Grain), Frozen, Golden (or yellow), Grade A - C. As defined in Title 7 CFR 52.911 - 920. Originated from crops that have been  100 percent grown, processed, and packed in the United States or Canada.  PSC: 8915 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0106	Vegetable, Greens, Collard, Chopped, Frozen, U.S. Grade A or B. As defined in Title 7, 52.1371 - 1381. Originated from crops that have been 100 percent grown,  processed, and packed in the United States or Canada.  PSC: 8915 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0107	Vegetable, Mixed, Frozen (including green beans, lima beans, carrots, sweet corn, and/or peas). Three vegetable mix in which any one vegetable is not more than  40% by weight. Four vegetable mix in which none of the vegetables is less than 8% and no more than 35% by weight, or Five vegetable mix in which none of the vegetables is less than 8% or no more than 30% by weight. U.S. Grade A - C. As defined in Title 7 52.2121-2141. Originated from crops that have been	0	LB	\$ _____	\$ _____

	100 percent grown, processed, and packed in the United States or Canada. PSC: 8915 Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0108	Vegetable, Peas and Carrots, Frozen. Peas not less than 50% by weight and Diced style Carrots not less than 25% by weight, U.S. Grade A, U.S. Fancy, U.S. Grade B,  U.S. Extra Standard, U.S. Grade C, or U.S. Standard. As defined in Title 7 52.2501-2510. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada.  PSC: 8915 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0109	Vegetable, Peas, Frozen, U.S. Grade A, U.S. Fancy, U.S. Grade B, U.S. Extra Standard, U.S. Grade C or U.S. Standard. As defined in Title 7 52.3511-3520.  Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada.  PSC: 8915 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0110	Vegetable, Potatoes, French Fries, Frozen, Institutional type, Straight Cut, Crinkle Cut, Slices, or Strips. Strips will be 3/8 x 3/8, 1/2 x 1/4, or 3/8 x 3/4 inch and be  Extra Long, Long, or Medium (at least 50% or more are 2 inches or longer. FRYABLE or OVENABLE. U.S. Grade A, U.S. Fancy or U.S. Grade B. As defined in Title 7 62.2391-2405. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada. Examples of acceptable types also includes wedges, waffle cut, and steak cut.  PSC: 8915 Base Period	37,530	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0111	Vegetable, Potatoes, (TATER TOTS). Preformed, Precooked, Frozen, Institutional type, Round, Cross-sectional dimension 3/4 to 1" diameter. Length 1 to 1 1/2  inch, 47 - 54 units per pound. Unseasoned, seasoned with spices, or seasoned with spices and salt. Oven-baked. (CID A-A-20038C, Pack Type II, Style A, Cross Sectional Dimension 1, Length i, Count A, Seasoning 2, 3, or 5. Cooking Method A). Originated from crops that have been 100 percent grown, processed and packed in the United State or Canada.  PSC: 8915 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0112	Vegetable, Leafy Greens, Frozen, Spinach, Leaf or Chopped, U.S. Grade A or B. As defined in Title 7 52.1371-1381. Originated from crops that have been 100  percent grown, processed, and packed in the United States and Canada.  PSC: 8915 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0113	Fruit, frozen. U.S. Grade B or better. Apple slices; diced apricots; blackberries; blueberries; cherries;	0	CS	\$ _____	\$ _____

	peaches; raspberries; strawberries in compliance with the "Commodity Specification for Frozen Fruit" dated June 2017.				
	PSC: 8915				
	Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0114	Fruit, Apples, Sliced or Diced, Canned, U.S. Grade A, B, C, or U.S. Fancy. Packed in light syrup, lightly sweetened fruit juice and water, lightly sweetened fruit juice, slightly sweetened water, extra light syrup, slightly sweetened fruit juice and water, slightly sweetened fruit juice, or in water. 6/#10 cans per case PSC: 8915 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0115	Fruit, Applesauce, Canned, must be processed and meet the conditions of use in accordance with 21CFR §101.60(c)(2). (CID A-A--20317B, Type I -Unflavored applesauce, Sweetness 1-Unsweetened, Texture a, Nutritional contentclaim (a) -(f), Container size (v), Agricultural practice (aa). 6/#10 cans per case PSC: 8945	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0116	Fruit, Apricots, Peeled, Halves or Slices, Canned, U.S. Grade A, B, C, or U.S. Fancy. Standard of Identity contained in 21 CFR 145.115. Packed in light syrup, lightly sweetened fruit juice and water, lightly sweetened fruit juice, slightly sweetened water, extra light syrup, slightly sweetened fruit juice and water, slightly sweetened fruit juice, or in water. 6/#10 cans per case. PSC: 8915 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0117	Fruit, Fruit Cocktail, Canned, U.S. Grade A, B, C, or U.S. Fancy, Standard of Identity contained in 21 CFR 27.40 and 27.43. Proportion of Fruit ingredients shall contain Peaches (30%), Pears (25%), Grapes (6%), Pineapple (6%), and Cherries (2%). Packed in light syrup, lightly sweetened fruit juice and water, lightly sweetened fruit juice, slightly sweetened water, extra light syrup, slightly sweetened fruit juice and water, slightly sweetened fruit juice, or in water. 6/#10 cans per case. PSC: 8915 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0118	Fruit, Peaches (Clingstone or Freestone), Canned, Standards of Identity contained in 21 CFR 145.170 and 145.71. Halves, Halved, Quarters, Quartered, Slices, Sliced, Dice, or Diced, U.S. Grade A, B, or C. Packed in light syrup, lightly sweetened fruit juice and water, lightly sweetened fruit juice, slightly sweetened water, extra light syrup, slightly sweetened fruit juice and water, slightly sweetened fruit juice, or in water. 6/#10 cans per case. PSC: 8915 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0119	Fruit, Pears, Canned, Standards of Identity contained 21 CFR 145.175 or 145.176, Halves, Halved, Quarters, Quartered, Slices, Sliced, Dice, or Diced, U.S. Grade A, B,	0	CS	\$ _____	\$ _____

	C, or U.S. Fancy. Packed in light syrup, lightly sweetened fruit juice and water, lightly sweetened fruit juice, slightly sweetened water, extra light syrup, slightly sweetened fruit juice and water, slightly sweetened fruit juice, or in water. 6/#10 cans per case.  PSC: 8915 Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0120	Fruit, Pineapple, Canned, Standards of Identity, Quality, and Fill of Container contained in 21 CFR 145.180 and 145.181, U.S. Grade A, B, or C, Slices, Half Slices,  Broken Slices, Spears, Tidbits, Chunks, Cubes, or Crushed. Packed in light syrup, lightly sweetened fruit juice and water, lightly sweetened fruit juice, slightly sweetened water, extra light syrup, slightly sweetened fruit juice and water, slightly sweetened fruit juice, or in water. 6/#10 cans per case.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0121	Fruit, Plums, Canned, Standards of Identity contained in 21 CFR 155.191, U.S. Grade A, B, C, or U.S. Fancy, Whole or Halves, peeled, pitted, Purple plum groups.  Packed in light syrup, lightly sweetened juice and water, lightly sweetened fruit juice, slightly sweetened water, extra light syrup, slightly sweetened fruit juice and water, slightly sweetened fruit juice, or in water. 6/#10 cans per case.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0122	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.  PSC: 8950 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0123	Sauce, Chili (Enchilada). U.S. Grade A, U.S. Fancy, U.S. Grade C, or U.S. Standard. As defined in Title 7.52.2191-2202. 4/1 Gallon Plastic Containers per case or 6/#10 cans per case.  PSC: 8950 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0124	Sauce, Hot, Green, Chipotle, Habanero, or Other. (CID A-A-20097F, Type I, III, IV, V, or IX). 4/1 gallon plastic containers per case, 6/#10 cans per case or Each.  Specify size and/or case on bid.  PSC: 8950 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0125	Sauce, Soy, Fermented or Non-Fermented, Reduced Sodium. (CID A-A-20087D, Type I or IV), 4/1 Gallon plastic containers per case  PSC: 8950 Base Period	33	CS	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0126	Sauce, Worcestershire. (CID A-A-20099C). 4/1 gallon plastic containers per case.  PSC: 8950 Base Period	9	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0128	Tuna, Can, Chunk, Light or White (Albacore), Packed in Water, Salt/Sodium Level Regular, No Salt 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. Can Size 64.5 oz. , 6 cans per case.  PSC: 8905 Base Period	9	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0129	Spices, Allspice, Ground (CID A-A-20001B, Type I, Class A, Form 1). Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents.  1/2 oz 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
0130	Spices, 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: 8920 Base Period	0	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0131	Spices, Baking Soda, Food Grade Sodium Bicarbonate. Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents. 1/2 oz to 50 lb sealed containers or boxes. Note package size on bid.  PSC: 8920 Base Period	0	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0132	Spices, Basil, Sweet, Ground or Crushed (CID A-A-20001B, Type I, Class C, Form 1 or 3). Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents. 1/2 oz to 50 lb sealed plastic containers or boxes. Note package size on bid.  PSC: 8920 Base Period	10	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0133	Spices, Bay Leaves, Whole (CID A-A-20001B, Type I, Class D, Form 2). Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents. 1/2 oz to 50 lb sealed plastic containers or boxes. Note package size on bid.	0	LB	\$ _____	\$ _____	

	PSC: 8920 Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0134	Spices, Spice Blends, Seasoning Blend, Salt Free, With herbs and citrus or With garlic and herbs (CID A-A-20001B, Type II, Class D, Blend 1 or 2). Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents. 1/2 oz to 50 lb sealed plastic containers or boxes. Note package size on bid.  PSC: 8920 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0135	Spices, Celery Seed, Whole (CID A-A-20001B, Type I, Class G, Form 2). Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents. 1/2 oz to 50 lb sealed plastic containers or boxes. Note package size on bid.  PSC: 8920 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0136	Spice, Chili Powder Blend, Ground, (CID A-A-20001B, Type 11, Class A). Blend shall have a reddish brown color and be free from lumps. The chili powder blend should include, but is not limited to, the following ingredients: ground chili pepper, cumin, oregano, salt, and garlic powder. Packaging must indicate actual delivered weight of product, Pure Spice - no additives or extenders. All delivered product must be labeled with ingredients. 1/2 oz. to 50 lb sealed containers. Note price by the pound.  PSC: 8945	300	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0137	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. 1/2 oz to 50 lb sealed plastic containers or boxes. Note package size on bid.  PSC: 8920 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0138	Spices, Cocoa Powder, Natural or Alkalized, Brown to Dark Brown in Color. Pure - no additives, extenders, foreign matter, or flow agents. BULK. Note package size on bid.  PSC: 8920 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0139	Spices, Cumin, Ground. (CID A-A-20001B, Type I, Class L, Form 1). Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents. 1/2 oz to 50 lb sealed plastic containers or boxes. Note package size on bid.  PSC: 8920 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0140	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. 1/2 oz to 50 lb sealed plastic containers or boxes. Note package size on bid.  PSC: 8920 Base Period	200	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0142	Spices, Ginger, Ground. (CID A-A-20001B, Type I, Class P, Form 1). Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents. 1/2 oz to 50 lb sealed plastic containers or boxes. Note package size on bid.  PSC: 8920 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0145	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. 1/2 oz to 50 lb sealed plastic containers or boxes. Note package size on bid.  PSC: 8920 Base Period	50	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0146	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. 1/2 oz to 50 lb sealed plastic containers or boxes. Note package size on bid.  PSC: 8920 Base Period	90	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0147	Spices, Parsley, Flakes. (CID A-A-20001B, Type I, Class W, Form 6). Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents. 1/2 oz to 50 lb sealed plastic containers or boxes. Note package size on bid.  PSC: 8920 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0148	Spices, Pepper, Black, Ground. (CID A-A-20001B, Type I, Class X, Form 1). Each. Minimum 0.15 grams per package. Pure - no additives, extenders, foreign matter, or flow agents. Note package count on bid.  PSC: 8920 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0149	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,	200	LB	\$ _____	\$ _____



	<p>extenders, foreign matter, or flow agents. 1/2 oz to 50 lb sealed plastic containers or boxes. Note package size on bid.</p> <p>PSC: 8920</p> <p>Base Period</p>				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0150	<p>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. 1/2 oz to 50 lb sealed plastic containers or boxes. Note package size on bid.</p> <p>PSC: 8920</p> <p>Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0151	<p>Spices, Sage, Ground. (CID A-A-20001B, Type I, Class CC, Form 1). Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents. 1/2 oz to 50 lb sealed plastic containers or boxes. Note package size on bid.</p> <p>PSC: 8920</p> <p>Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0152	<p>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. Disposable Plastic Shakers, 4 oz Each. Specify case count on bid.</p> <p>PSC: 8920</p> <p>Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0153	<p>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.</p> <p>PSC: 8920</p> <p>Base Period</p>	300	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0154	<p>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. Each. .75 Gm Packages. Specify case count on bid.</p> <p>PSC: 8920</p> <p>Base Period</p>	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0156	<p>Spices, Thyme, Ground. (CID A-A-20001B, Type I, Class GG, Form 1). Packaging must indicate actual delivered weight of product. Pure - no additives, extenders, foreign matter, or flow agents. 1/2 oz to 50 lb sealed plastic containers or boxes. Note package size on bid.</p> <p>PSC: 8920</p> <p>Base Period</p>	0	CS	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0158	<p>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&gt; gal) (triple yield -1 lb = 15&gt; 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.</p> <p>PSC: 8935</p> <p>Base Period</p>	300	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0159	<p>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&gt; gal) (triple yield -1 lb = 15&gt; 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.</p> <p>PSC: 8935</p> <p>Base Period</p>	900	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0160	<p>Soup Base, Bouillon, Vegetable Flavor, Low or Reduced Sodium, Powdered, No added monosodium glutamate. (CID A-A-20202B, Type IV, Class 2 or 3, Style A, Flavor Enhancer A). Maximum moisture percent by weight is 3.5. Maximum total fat percent 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&gt; gal) (triple yield -1 lb = 15&gt; 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.</p> <p>PSC: 8935</p> <p>Base Period</p>	100	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0161	<p>Meats, Beef, Ground, 80% Lean, IMPS 136, delivered Frozen. Ground Beef shall consist of chopped fresh and/or frozen beef without seasoning. In addition</p> <p>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</p>	30,000	LB	\$ _____	\$ _____	

	appearance. Product that is grey, brown or tan in color will be rejected. Clear 1 mil or thicker sealed bags. No open bags, opaque or colored bags. Note weight of packaging and case size on bid.  PSC: 8905  Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0162	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. Size of 4 oz. patty only.  PSC: 8905  Base Period	10,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0163	Meats, Beef Sandwich Steaks, Flaked, Chopped, Formed and Wafer Sliced; Beef Steaks, Sliced and Formed, Frozen; or Beef Slices, Frozen, IMPS 1138A, 1138B, or  1139. Steaks shall be prepared from boneless beef that complies with the material requirements of Item No. 136 or 139. The flaking, chopping, forming, and slicing process shall be in compliance with FSIS Regulations and shall produce steaks which are moderately fine textured. Product shall comply with fat content requirements of Item No. 136 or 139. Each steak shall consist of two or more thin slices weighing approximately one ounce each. No more than a minor amount of green/brown/gray rings shall be present. Steaks shall be packaged with paper separators between each steak. Slices shall be approximately 4.75 x 7.5 inches. No open bags.  PSC: 8905  Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0164	Meats, Beef Roast, Ray Beef Top ro Bottom Round (Gooseneck), IMPS 168, 169, 169A, 170, 170A, 171B, 180. Frozen, weight range 12 to 28 lb. Quote MUST indicate actual IMPS & average roast weight of quoted item.  PSC: 8905  Base Period	14,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0165	Meats, Beef for Stewing, Raw, IMPS 135A, diced pieces must be sized - not less than a 3/4" cube or not more than a 1 1/2" cube and no individual surface must  be more than 2.5 inches in length, the fat thickness of the surface and or seam fat must not exceed 1/4 inch at any point. Product to be packed in 10 to 40 lb cases. Delivered Frozen. VEAL is not a substitute for this specifications.  PSC: 8905  Base Period	0	LB	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0166	<p>Meats, Chicken, Boneless, Skinless, Raw, White Meat (Tender or Breast Meat), Frozen, A or B quality per the USDA, United States Classes, Standards and Grades</p> <p>for Poultry Agricultural Marketing Service (AMS) 70.200 et seq. Boneless, skinless breasts must be free of cartilage and fat. Boneless breasts (excluding the attached tenderloin) must be free of tendons. Tendons normally associated with tenderloins are permitted. Tenderloins or boneless, skinless parts must be free of blood clots, bruises, cuts, tears, and holes in the muscle tissue. Slight discolorations and separation of the muscle tissue is permitted on boneless, skinless parts, provided it does not detract from the appearance of the product. Boneless, skinless parts may be diced. The dicing process must result in size-reduced portions of meat that are intact, not mutilated, and with surfaces relatively smooth in appearance. Individual size-reduced portions of meat must be relatively uniform in size and shape, and consistent with the size reduction process. Unbreaded. Packed in poly bag boxes. All packaging and packing materials must be clean and in new condition. . Products produced or labeled with any phrase "under religious exemption" will be refused.</p> <p>PSC: 8905</p> <p>Base Period</p>	0	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0167	<p>Meats, Chicken, Boneless, Skinless, Raw, Thigh, Meat, Frozen, A or B quality per the USDA, United States Classes, Standards and Grades for Poultry Agricultural</p> <p>Marketing Service (AMS) 70.200 et seq. Boneless thighs must be free of cartilage, fat, tendons, blood clots, bruises, cuts, tears, and holes in the muscle tissue. 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 10lb poly bag boxes. All packaging and packing materials must be clean and in new condition. . Products produced or labeled with any phrase "under religious exemption" will be refused.</p> <p>PSC: 8905</p> <p>Base Period</p>	30,000	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0168	<p>Meats, Chicken, Leg Quarter, Raw, Whole, Ready to Cook, Frozen, IMPS P1031 Broiler Leg, United States Classes, Standards and Grades for Poultry Agricultural</p> <p>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 14 ounce and not to exceed 18 ounces. Packed in 10lb poly bag boxes. Polyethylen-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. All packaging and packing materials must be clean and in new condition. Products produced or labeled with any phrase "under religious exemption" will be refused.</p> <p>PSC: 8905</p> <p>Base Period</p>	30,000	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0169	<p>Meats, Chicken, Quartered, Ready to Cook, Frozen, IMPS P1009 Broiler Quarters, U.S. Grade A, United States Classes, Standards and Grades for Poultry Agricultural</p> <p>Marketing Service (AMS) 70.200 et seq. Unbreaded. Delivered amounts are to be uniform in portion size and not random sizing. Quotes must identify portion size being offered. Portion size not to be smaller than 12 ounces and not to exceed 20 ounces. Packed in poly bag boxes. All packaging and packing materials must be clean and in new condition. . Products produced or labeled with any phrase "under religious exemption" will be refused.</p> <p>PSC: 8905</p>	0	LB	\$ _____	\$ _____	

	Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0170	<p>Meats, Chicken, Filet, 5-7 oz, Whole Muscle, No mechanically separated chicken (comminuted), previously cooked chicken meat, or MSG may be used in product, 100% white meat, Breaded. (CID AA-20276A, Type VI, Style A, Meat Type (b), Form 1, Shape (b)).</p> <p>Individually Quick Frozen. Vegetable oil shall be used as the frying medium. Combined batter and breading shall not exceed 30% by weight and will be evenly coated. Finished meat product may not contain more than 3.5% non-meat binders and extenders (such as nonfat dry milk, cereal, or dried whole milk) or 2% isolated soy protein may be used, but must be shown in the ingredients statement on the product's label by its common name. All ingredients in the product must be listed in the ingredients statement in order of predominance, from highest to lowest amounts in accordance with the USDA Food Safety Inspection Service (FSIS) Food Standards and Labeling Policy. Manufacturer's letters will NOT be accepted in lieu of labeling. Nots size of filet on bid.</p> <p>PSC: 8905</p> <p>Base Period</p>	10,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0171	<p>Meats, Chicken, Ground, Raw, (Not Mechanically Separated), Bulk, Frozen, Fat content may not exceed 15%. Delivered cases must be labeled with fat content.</p> <p>Manufacturer's letters will NOT be accepted in lieu of labeling. Product must be in sealed bags. No open bags or packaging. Products produced or labeled with any phrase "under religious exemption" will be refused.</p> <p>PSC: 8905</p> <p>Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0172	<p>Meats, Fish Fillets, Raw, Individually Quick Frozen, Unglazed, Skin-on, Skin-on (white side only), or Skinoff (skinless), Practically boneless fillet. U.S. Grade A or B.</p> <p>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. 4 to 7 oz.</p> <p>PSC: 8905</p> <p>Base Period</p>	3,200	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0173	<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. OVEN READY ONLY.</p> <p>PSC: 8905</p>	6,000	LB	\$ _____	\$ _____

	Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0174	<p>Meats, Fish, 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> <p>PSC: 8905</p> <p>Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0175	<p>Meats, Italian Sausage, Pork , Pork and Turkey (pork is predominant) or Pork and Chicken (pork is predominant), Sweet, Links. Italian sausage is a fresh, uncooked, linked product. The meat components shall be chopped or ground to a moderately coarse 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 5 to 6 inches in length. 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.</p> <p>PSC: 8905</p> <p>Base Period</p>	1,300	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0176	<p>Meats, 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.</p> <p>PSC: 8905</p> <p>Base Period</p>	3,500	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0177	<p>Meats, Turkey, Ground, Raw, (Not Mechanically Separated), Bulk, Frozen, Fat content may not exceed 15%, Product must be in sealed bags. No open bags or packaging. Delivered cases must be labeled with fat content. Manufacturer's letters will NOT be accepted in lieu of labeling. Products produced or labeled with any phrase related to "under religious exemption" will be refused.</p> <p>PSC: 8905</p> <p>Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0178	<p>Meats, Turkey, Boneless, Roast, Raw, Natural, Boned Rolled and Tied, netted or in roasting pack. 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.</p> <p>PSC: 8905</p> <p>Base Period</p>	0	LB	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0179	Meats, Turkey, Boneless, Skinless, Three Muscle Breast, Fully Cooked, Frozen. 8 – 9 lb range. May contain up to 25% solution of water. Products produced or  labeled with any phrase related to “under religious exemption” will be refused.  PSC: 8905  Base Period	7,900	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0180	Meats, Bologna, Beef, Turkey, Chicken, or combination thereof. IMPS 801. Artificial Casing, Frozen, 4” to 5” in Diameter. Finished products may not contain more than 30% fat or no  more than 10% water, or a combination of 40% fat and added water. The finished product may not contain more than 3.5% non-meat binders and extenders (such as nonfat dry milk, cereal, or dried whole milk) or 2% isolated soy protein may be used, but must be shown in the ingredients statement on the label by its common name. 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 FSIS Food Standards and Labeling Policy. Manufacturer's letters will NOT be accepted in lieu of labeling.  PSC: 8905  Base Period	0	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0181	Meats, Frankfurters (Hot Dogs), Fully Cooked, Frozen, Beef, 6 inch, 10:1 Ratio (must be 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,  nonfat dry milk, wheat, rice, soy flour, or soy protein concentrate. (IMPS 800, Major Ingredient D or D1 OR CID A-A-20341, Meat Species II, 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. MUST STATE WEIGHT RATIO ON BID.  PSC: 8905  Base Period	650	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0182	Meats, Frankfurters (Hot Dogs), Fully Cooked, Frozen, Turkey or Chicken (or combination thereof), 6 inch, 10:1 Ratio, 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. MUST STATE WEIGHT RATIO ON BID.  PSC: 8905  Base Period	0	LB	\$ _____	\$ _____	

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0183	<p>Meats, Salami, Beef, Turkey, Chicken, or combination thereof. IMPS 804. Artificial Casing, Frozen, 4" to 5" in Diameter. Finished products may not contain more than 30% fat or no</p> <p>more than 10% water, or a combination of 40% fat and added water. The finished product may not contain more than 3.5% non-meat binders and extenders (such as nonfat dry milk, cereal, or dried whole milk) or 2% isolated soy protein may be used, but must be shown in the ingredients statement on the label by its common name. 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 FSIS Food Standards and Labeling Policy. Manufacturer's letters will NOT be accepted in lieu of labeling.</p> <p>PSC: 8905</p> <p>Base Period</p>	0	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0184	<p>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 &amp; E, Size 9, Any Fat Range). The</p> <p>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.</p> <p>PSC: 8945</p>	0	EA	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0185	<p>Cheese (Real Cheese, Not Imitation), Sliced, Individually wrapped, As specified in the Code of Federal Regulations, TITLE 21, CHAPTER I, SUBCHAPTER B, PART 133 -- CHEESES AND RELATED CHEESE PRODUCTS, Subpart B,</p> <p>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.</p> <p>PSC: 8910</p> <p>Base Period</p>	0	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0186	<p>Cheese, Cheddar, U.S. Grade AA or A, CID-A-A-20208C, Type I - Cheddar cheese (21 Code of Federal Regulations (CFR) §133.113), Style A, B, D, K (loaf, shredded coarse), Shred size 1, 2, or 3, Agricultural practice (a).</p> <p>"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 133.113). Manufacturer's letters will NOT be accepted in lieu of labeling (Bidder needs to indicate if cheese is Loaf/Block or Shredded Coarse). Packaging: 5 lb to 40 lb sealed Bags or containers.</p> <p>PSC: 8910</p> <p>Base Period</p>	11,600	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0187	Cheese, Mozzarella, Low-moisture Mozzarella, Part-skim Mozzarella, Low-moisture Part-skim Mozzarella, and Lite	10,960	LB	\$ _____	\$ _____	



	<p>Mozzarella. As specified in the USDA Quality Specifications for Mozzarella Cheeses.</p> <p>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 (Bidder needs to indicate if cheese is Loaf/Block or Shredded Coarse). Packaging: 5 lb to 40 lb sealed Bags or containers.</p> <p>PSC: 8910</p> <p>Base Period</p>				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0188	<p>Cheese, Parmesan or Parmesan and Romano Mixed, Grated, Italian Style, 12-1 lb containers per case</p> <p>PSC: 8910</p> <p>Base Period</p>	14	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0189	<p>Dairy, Milk, Pasteurized, Nonfat, Skim, or Fat Free, No Flavor. (CID A-A-20338, Group I, Type D, No Flavor). 1 Pint containers.</p> <p>PSC: 8910</p> <p>Base Period</p>	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0190	<p>Dairy, Milk, Pasteurized, Nonfat, Skim, or Fat Free, No Flavor. (CID A-A-20338A, Group I, Type D, Flavor 5 - No Flavor, Packaging size c or d, Agricultural practice (1)). 1% ½ pint size containers.</p> <p>42,000 units is required weekly, Delivery shall occur on Wednesday of each week and shipment shall be palletized.</p> <p>PSC: 8910</p> <p>Base Period</p>	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0191	<p>Dairy, Milk, Pasteurized, Nonfat, Skim, or Fat Free, No Flavor. (CID A-A-20338, Group I, Type D, No Flavor). 5 Gallon Containers for Milk Dispenser.</p> <p>PSC: 8910</p> <p>Base Period</p>	0	CO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0192	<p>Dairy, Cottage Cheese, Cultured or Acidified, Normal or Extended Shelf Life, Low Fat (2%), Fat Free, or No Salt Added Low Fat Types, Unflavored, Small or Large Curd. (CID A-A-20154B, Group I or II,</p> <p>Subgroup A or B, Types 2, 4, or 5, Class (a), Style (i) or (ii). Note type and package size on bid.</p> <p>PSC: 8910</p> <p>Base Period</p>	0	CO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0193	<p>Dairy, Cream, Pasteurized, Sour Cream, Reduced Fat Sour Cream, Low-fat Sour Cream, or Nonfat Sour Cream, No Flavor. (CID A-A-20251, Group I, Type F, H, I, or J, No Flavor). Note type and package size on bid.</p> <p>PSC: 8910</p> <p>Base Period</p>	0	CO	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0194	Instant Milk or Smart Milk, Individual Serving Packet, Each Packets Makes 1 - 8 Ounce Serving When Reconstituted. EACH. Total amount may be adjusted to the next highest case count. Product can be a plant-based dairy substitute. PSC: 8910 Base Period	0	EA	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0195	Milk Substitute/Shelf Stable Milk, Skim or Fat Free, Individual 8 Ounce Serving. EACH. Total amount may be adjusted to the next highest case count. Must be processed under Ultra High Temperatures (UHT). Product can be a plant-based dairy substitute. PSC: 8910 Base Period	0	EA	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0196	Bread, Roll, Enriched, Finger (Hot Dog), Wheat, Pan Baked, Sliced, Fresh, Seedless. (CID A-A-20053B, Type I, Class of Roll D, Style of Roll 3, Bake Type a, Slice Type I, Product State a, Seed type I). Fresh bread shall be delivered within 48 hours after baking. State type and package size on bid. 12/Pkg PSC: 8920 Base Period	4,050	LF	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0197	Bread, Roll, Enriched, Sandwich (Hamburger), Whole Wheat, Part Whole Wheat, or Multigrain, Pan Baked, Sliced, Fresh, Seedless. (CID A-A-20053B, Type I, Class of Roll C, Style of Roll 2, 3, or 4, Bake Type a, Slice Type i, Product State a, Seed type I). Fresh bread shall be delivered within 48 hours after baking. State type and package size on bid. PSC: 8920 Base Period	11,850	PG	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0198	Bread, White, Whole Wheat, or Wheat, Unseasoned, Fresh, Any Loaf Size, Pan Baked, Sandwich, Sliced, Enriched, Seedless. (CID A-A-20052B, Type I, Style B, Type II, or Type III, Style B, Product State 1, Loaf Size a-e, Bake Type i, Shape b, Slice Type I, Enrichment Type A, Seed Type 2). Fresh bread shall be delivered within 48 hours after baking. State type and loaf size on bid. PSC: 8920 Base Period	0	EA	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0199	Eggs, Shell, Whole, Fresh, U.S. Grade A, Large, 30 Dozen per case PSC: 8910 Base Period	0	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0200	Eggs, Shell, Whole, Fresh, U.S. Grade A, Large, 15 Dozen per case	0	CS	\$ _____	\$ _____	

	PSC: 8910 Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201	Eggs, Shell, Whole, Fresh, U.S. Grade A, Medium, 30 Dozen per case  PSC: 8910 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202	Eggs, Shell, Whole, Fresh, U.S. Grade A, Medium, 15 Dozen per case  PSC: 8910 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203	Eggs, Pasteurized, Homogenized Whole, Frozen, 30 pound case. One case yields 270 large whole eggs.  PSC: 8910 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204	Eggs, Pasteurized, Liquid, Frozen. Specify case size on bid.  PSC: 8910 Base Period	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0205	Fresh Fruit, Apples, Any Variety, U.S. Extra Fancy, U.S. Fancy, or U.S. No. 1. 80 - 138 case count. State variety and case count on bid.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0206	Fresh Fruit, Bananas, Yellowish to Yellow with Green Tips (Index 3 - 5). Minimum 1 1/8" diameter, Minimum 5.5" long, 40 lb case  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0207	Fresh Fruit, Grapefruits, U.S. Fancy or U.S. No. 1. Red or Ruby Red. 36 - 48 count per case. State variety and case count on bid.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0208	Fresh Fruit, Oranges, U.S. Fancy or U.S. No. 1. Any Variety. 88 - 138 count per case. State variety and case count on bid.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0209	Fresh Fruit, Apricots, U.S. No. 1. Minimum size of 1 1/2" diameter. Note case count on bid.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0210	Fresh Fruit, Blueberries, U.S. No. 1. Medium to Large (90 to 189 berries per cup). Pints.  PSC: 8915 Base Period	0	PT	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0211	Fresh Fruit, Melon, Cantaloupes, Fresh, U.S. Fancy or U.S. No. 1. Each  PSC: 8915 Base Period	0	EA	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0212	Fresh Fruit, Cherries, Sweet, U.S. No. 1. Pounds.  PSC: 8915 Base Period	0	LB	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0213	Fresh Fruit, Bunch Grapes, Green or Red Seedless. U.S. Fancy Table Grapes or U.S. No. 1 Table Grapes. 18 lb case.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0214	Fresh Fruit, Melon, Honey Dew, Fresh. U.S. No. 1. Each.  PSC: 8915 Base Period	0	EA	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0215	Fresh Fruit, Kiwifruit. U.S. Fancy or U.S. No. 1. 75 - 108 case count. Note case count on bid.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0216	Fresh Fruit, Mango. U.S. Fancy or U.S. No. 1. State case count on bid.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0217	Fresh Fruit, Nectarines. U.S. Fancy, U.S. Extra No. 1 or U.S. No. 1. 56 - 64 case count. State case count on bid.	0	CS	\$ _____	\$ _____	

	PSC: 8915 Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0218	Fresh Fruit, Peaches. U.S. Fancy, U.S. Extra No. 1, or U.S. No. 1. 40 - 48 case count. State case count on bid.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0219	Fresh Fruit, Pears. U.S. No. 1. Any Variety. 90 to 150 count. State variety and case count on bid.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0220	Fresh Fruit, Pineapples, Fresh. U.S. Fancy or U.S. No. 1. 5 - 8 count. State case count on bid.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0221	Fresh Fruit, Plums. U.S. Fancy or U.S. No. 1. 40 - 45 case count. State case count on bid.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0222	Fresh Fruit, Strawberries. U.S. No. 1. 1/2 pints or pints. State package size on bid.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0223	Fresh Fruit, Tangerines/Clementines. U.S. Fancy or U.S. No. 1. 100 - 176 case count.  PSC: 8915 Base Period	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0224	Fresh Fruit, Watermelons. U.S. Fancy or U.S. No. 1. Seedless or Regular. Each.  PSC: 8915 Base Period	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0225	Fresh Vegetable, Beans, (Snap, Pole, Green, Wax). U.S. Fancy, U.S. No. 1, or U.S. No. 2. Consists of beans of similar varietal characteristics which are fairly fresh, firm, not overmature, and which are  free from soft rot and free from serious damage caused by dirt, leaves, leafstems, other foreign matter, hail, disease, insects or mechanical or other means. Note package weight on bid.	0	LB	\$ _____	\$ _____

	PSC: 8915 Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0226	<p>Fresh Vegetable, Beets, Bunched Beets, Beets with Short-Trimmed Tops, or Topped Beets. U.S. No. 1 or 2. Consists of beets of similar varietal characteristics the roots of which are well trimmed, firm, not</p> <p>excessively rough, not seriously misshapen and which are free from soft rot and free from serious damage caused by cuts, dirt, freezing, growth cracks, disease, rodents, or insects, or mechanical or other means. Bunched beets or beets with short-trimmed tops shall have tops which are fresh and free from decay and free from damage caused by discoloration, freezing, disease, insects, or mechanical or other means. The diameter of each beet shall be not less than 1 - 1/2 inches. Bunched beets are beets which are tied in bunches and tops shall be full length or removed to not less than 6 inches. Beets With Short-Trimmed Tops are beets showing leafstems ranging to not more than 4 inches in length. Topped beets are beets with tops removed to not more than one-half inch in length. Note package weight on bid.</p> <p>PSC: 8915 Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0227	<p>Fresh Vegetable, Broccoli, Fresh Cut, Ready to Eat, Florets (3/4 – 2 3/4" in diameter and 3/4 to 2 3/4" in length), Spears</p> <p>(3 to 4" in diameter and not to exceed 4 1/2" in length) or Crowns (Not less than 2 1/2 " or more than 5" in diameter and not less than 2 1/2" or more than 5" in length), Conventional or Organic. (CID A-A-20290A, Style I – Size A, Style II – Size A, or Style III, Agricultural practice 1 or 2). Note style, case count, and case weight on bid.</p> <p>PSC: 8915 Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0228	<p>Fresh Vegetable, Cabbage, U.S. No. 1 Green, Large (3 pounds or over), Heads of cabbage of one variety or similar varietal characteristics, which are of reasonable solidity, and are not withered, puffy, or</p> <p>burst and which are free from soft rot, seed stems, and from damage caused by discoloration, freezing, disease, insects or mechanical or other means. Note package weight on bid.</p> <p>PSC: 8915 Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0229	<p>Fresh Vegetable, Carrots, Ready to Use, Unpeeled, Whole (1" – 2 1/2" in diameter not less than 5" in length). (CID A-A-20191D, Type II, Style A). Whole Carrots shall meet the requirements of the U.S. Standard for Grades of Topped Carrots. Note package weight on bid.</p> <p>PSC: 8915 Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0230	<p>Fresh Vegetable, Cauliflower, Fresh Cut, Ready to Eat, Florets (3/4 to 2 3/4" in diameter and 3/4 to 2 3/4" in length), White, Conventional or Organic. (CID A-A-20291A, Style I, Size A, Color 1)</p> <p>bright in color, compact, fresh and firm to the touch and not tough, fibrous, or mushy. Cauliflower shall be prepared from U.S. Commercial Grade or better of the U.S. Standards for Grades of Cauliflower for Processing. 12 count case.</p> <p>PSC: 8915</p>	0	LB	\$ _____	\$ _____

	Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0231	<p>Fresh Vegetable, Celery, U.S. Extra No. 1 or U.S. No. 1. Stalks of celery of similar varietal characteristics which are fairly well developed, fairly well formed, well-trimmed, fairly compact, and which are free</p> <p>from blackheart and soft rot and free from damage caused by freezing, growth cracks, horizontal cracks, pithy branches, seed stems, suckers, dirt, doubles, wilting, blight, other disease, insects or mechanical or other means. Stalks shall be green unless specified as fairly well blanched, or mixed blanch. Outer whorl of branches shall be not less than 6 inches. Stalks shall be of such length as to extend from one side, end or bottom of the container to within 1-1/2 inches of the corresponding opposite side, end or top of the container. State case weight on bid.</p> <p>PSC: 8915</p> <p>Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0232	<p>Fresh Vegetable, Cilantro (Coriander, Coriander Leaves, or Chinese Parsley), Herb. Medium green color. State size of package on bid.</p> <p>PSC: 8915</p> <p>Base Period</p>	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0233	<p>Fresh Vegetable, Collard Greens or Broccoli Greens, U.S. No. 1. Consists of collard greens or broccoli greens, of similar varietal characteristics which are fresh, fairly tender, fairly clean, well trimmed, and</p> <p>or characteristic color for the variety or type; which are free from decay and free from damage caused by coarse stalks and seed stems, discoloration, freezing, foreign material, disease, insects, or mechanical or other means. Not more than a total of 10 percent by weight of the units in any lot may fail to meet the requirements of the grade. State case weight on bid.</p> <p>PSC: 8915</p> <p>Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0234	<p>Fresh Vegetable, Corn, U.S. Fancy, U.S. Fancy, Husked, U.S. No. 1, U.S. No. 1, Husked, or U.S. No. 2. Consists of sweet ears of corn that are regular or husked, and meet the basic requirements of similar</p> <p>varietal characteristics, fairly well trimmed, fairly well developed, free from smut, decay, serious damage caused by birds, worms, other insects, disease, mechanical and other means. Cobs shall be at least moderately filled with plump and milky kernels and if husked, fairly well covered with fresh husks. Each ear may be clipped, but each clipped ear shall be properly clipped. The length of each cob, clipped or unclipped, shall be not less than 4 inches. State package weight on bid.</p> <p>PSC: 8915</p> <p>Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0235	<p>Fresh Vegetable, Cucumbers, U.S. Fancy, U.S. Extra No. 1, U.S. No. 1 Large. At a minimum, cucumbers which are fairly well colored, fairly well formed, not overgrown, and which are fresh, firm, and free</p> <p>from decay, sunscald and from damage caused by scars, yellowing, sunburn, dirt or other foreign materials, freezing, mosaic or other disease, insects, cuts, bruises, mechanical or other means. Large Cucumbers minimum diameter shall be not less than 2 1/2" and 6" in length. State case weight on bid.</p> <p>PSC: 8915</p>	0	CS	\$ _____	\$ _____

	Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0236	<p>Fresh Vegetable, Lettuce, Iceberg, Whole head, trimmed, Ready to Use, Conventional or Organic. U.S. Fancy or U.S. No. 1. Heads of lettuce shall meet the following requirements: Similar varietal characteristics; Fresh; Green; not soft, not burst, free from decay, doubles and not damaged by any other cause. Each head shall be fairly well trimmed. (CID A-A-20316A, Type of Leafy Green IX, Style 1, Purpose ii, Agricultural practice A or B). 24 heads per case.</p> <p>PSC: 8915</p> <p>Base Period</p>	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0237	<p>Fresh Vegetable, Onions, Bulbs, (Spring/Summer or Fall/Winter) or Creole, Yellow or White, Whole, Conventional or Organic. (CID A-A-20193C, Type I, II, or III, Color A or B, Style 1, Agricultural Practice A or</p> <p>B). Onions are mature, firm, single bulb, fairly well-shaped and free from splits. Onions shall be a U.S. No. 2 or better Grade of U. S. Standards for Grades of Bermuda-Granex-Grano Type Onions, U.S Standards for Grade of Creole Onions or U.S. Standards for Grade of Onions (Other Than Bermuda-Granex-Grano and Creole types). State package weight on bid.</p> <p>PSC: 8915</p> <p>Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0238	<p>Fresh Vegetable, Peas, U.S. No. 1 or U.S. Fancy. Consist of pods of peas of similar varietal characteristics which are not overmature or excessively small, not badly misshapen or watersoaked,</p> <p>and which are at least three-fourths well filled, fresh, firm, free from decay, and from damage caused by black calyxes, freezing, splitting, hail, dirt, leaves, or other foreign matter, mildew, or other diseases, insects, or mechanical or other means. The peas shall be at least fairly tender, free from decay, and from damage caused by split skins, disease, insects or mechanical or other means. State package weight on bid.</p> <p>PSC: 8915</p> <p>Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0239	<p>Fresh Vegetable, Peppers, Jalapeno, U.S. Fancy, U.S. No. 1, or U.S. No. 2. Consists of mature peppers of similar varietal characteristics which are at least firm, not seriously misshapen, and free from</p> <p>freezing, freezing injury, sunscald and decay affecting calyxes and/or walls, decay affecting stems, crushed/broken and free of serious damage caused Blossom End Rot, bruising, dirt, discoloration, disease, hail, insects, pitting, scars, shriveling, sunburn, mechanical or other means. Average length to be 2 - 4". 90 percent of the peppers should be green in color. State package weight on bid.</p> <p>PSC: 8915</p> <p>Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0240	<p>Fresh Vegetable, Peppers, Sweet, U.S. Fancy or U.S. No. 1. Green. Minimum of mature green sweet peppers of similar varietal characteristics which are firm, fairly well shaped, and free from sunscald</p> <p>and decay affecting calyxes and/or walls, decay affecting stems, and free from damage caused by freezing injury, hail, scars, sunburn, disease, insects, mechanical or other means. Each pepper shall be not less than 2-1/2 inches and the length of each pepper shall be not less than 2-1/2 inches. State case weight on bid.</p>	0	LB	\$ _____	\$ _____



	PSC: 8915 Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0241	<p>Fresh Vegetable, Potatoes, U.S. No. 1 or U.S. Commercial. Chef or Large Size. "Baking" Minimum 8 oz and 2 ¾ - 3" in diameter. Similar varietal characteristics, except when designated as a mixed or</p> <p>specialty pack, firm, fairly clean, fairly well shaped; free from freezing, blackheart, late blight, southern bacterial wilt and ring rot and soft rot and wet breakdown. Free from serious damage caused by dirt or other foreign matter, Russet scab; and Rhizoctonia. State package weight on bid.</p> <p>PSC: 8915 Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0242	<p>Fresh Vegetable, Potatoes, U.S. No. 1 or U.S. Commercial, Size A or Medium Size. "Utility" Minimum 3 oz and 1 7/8 - 2 ¼" in diameter. . Similar varietal characteristics, except when designated as a mixed</p> <p>or specialty pack, firm, fairly clean, fairly well shaped; free from freezing, blackheart, late blight, southern bacterial wilt and ring rot and soft rot and wet breakdown. Free from serious damage caused by dirt or other foreign matter, Russet scab; and Rhizoctonia. State package weight on bid.</p> <p>PSC: 8915 Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0243	<p>Fresh Vegetable, Potatoes, Sweet, U.S. Extra No. 1, U.S. No. 1, U.S. No. 1 Petite, or U.S. Commercial. Sweet potatoes of one type which are firm, fairly smooth, fairly clean, fairly well shaped, which are</p> <p>free from freezing injury, internal breakdown, Black Rot, other decay or wet breakdown, and free from damage caused by secondary rootlets, sprouts, cuts, bruises, scars, growth cracks, scurf, Pox (Soil Rot), or other diseases, wireworms, weevils or other insects, or other means. Diameter shall be not more than 3-1/2 inches and not less than 1 ¾ inches. .Maximum weight shall not be more than 20 ounces. Length is not less than 3 inches or more than 9 inches. State package weight on bid.</p> <p>PSC: 8915 Base Period</p>	0	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0244	<p>Fresh Vegetable, Spinach, Single Leaves, Ready to Use, Conventional or Organic. U.S. Extra No. 1 or U.S. No. 1. Spinach leaves of similar varietal characteristics which are well trimmed, free from coarse</p> <p>stalks, seed stems, seed buds, crowns and roots, sandburs, or other kinds of burs, decay, and from damage caused by clusters of leaves, wilting, discoloration, freezing, dirt, or other foreign material, disease, insects, mechanical or other means. (CID A-A-20316A, Type of Leafy Green XVII, Style 2, Purpose ii, Agricultural practice A or B). Specify case weight on bid.</p> <p>PSC: 8915 Base Period</p>	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0245	<p>Fresh Vegetable, Tomatoes, U.S. No. 1. Large or Extra Large (not less than 2 ½" or more than 3"), Red or Light Red. Tomatoes will be similar varietal characteristics, mature, not overripe or soft, clean, well</p> <p>developed, fairly well forms, and fairly smooth, free from decay, freezing injury and sunscald, not damaged by any other cause. State case weight on bid.</p>	0	CS	\$ _____	\$ _____

	PSC: 8915 Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0246	<p>Fresh Vegetable, Lettuce, Salad Mix, Iceberg or Blends, Chopped Leafy Greens, Ready to Eat, Conventional or Organic. U.S. Fancy or U.S. No. 1. (CID A-A-20316A, Type of Leafy Green IX, Blend A or B, Style 4, Chop Size A, Purpose i,</p> <p>Agricultural practice A or B. Salad mixes will be packaged using modified atmosphere packaging to enhance shelf life and to retard browning. Nitrogen flush, vacuum, or partial vacuum may be used to drive out excess air. Note type of salad mix and package size on bid.</p> <p>Salad Mix Options:</p> <p>1. Bag of chopped iceberg lettuce, shredded red cabbage and shredded carrots (in separate bags from lettuce). ), Lettuce shall have bright green color and shall be free from odors such as chlorine, ammonia, musty/moldy, sour, and fermented smells and other odors not typical of fresh lettuce. The lettuce and cabbage shall be crisp, firm, not wilted, flabby, or tough.</p> <p>2. Blend of one or more types of leafy greens such as Arugula, Baby Leaf Lettuce, Iceberg, Leaf Lettuce, Romaine, Spinach, or Spring Mix.</p> <p>PSC: 8915 Base Period</p>	0	CS	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0247	<p>Cake Mix; 50 lb bags, add water only. Bid must include all of the following flavors: Strawberry, Chocolate, White, Coffee Cake and Yellow. Total delivery shall evenly distribute flavors.</p> <p>PSC: 8945</p>	23,000	LB	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0248	<p>Disposable Spork Kit; Includes Napkin plus Salt and Pepper Packets, 1000 count case</p> <p>PSC: 7310</p>	560,000	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0249	<p>Disposable Food Tray; 3 Compartment; 9.25 x 9.25 x 3 Size. 200 Count Case, Note - Palletize</p> <p>PSC: 7310</p>	280,000	EA	\$ _____	\$ _____

Only bid on items that you can deliver timely once awarder. Complete Order Delivery will be required by April 30, 2023.

### Section 3 - Contract Clauses

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

---

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

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

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

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

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

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

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

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

(g) *Invoice.*

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

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

(i) *Payment*--

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

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

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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

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

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

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

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

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of

the Treasury as provided in 41 U.S.C. 7109 , which is applicable to the period in which the amount becomes due, as provided in (i)(6) (v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if--

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

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*

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

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

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

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

(End of clause)

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

---

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

### **Clauses By Full Text**

---

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

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)

---

#### **52.211-16 Variation in Quantity (Apr 1984)**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

\_\_\_ [*Contracting Officer insert percentage*] Percent increase

\_\_\_ [*Contracting Officer insert percentage*] Percent decrease

This increase or decrease shall apply to \_\_\_\_\_.\*

\* Contracting Officer shall insert in the blank the designation(s) to which the percentages apply, such as--

- (1) The total contract quantity;
- (2) Item 1 only;
- (3) Each quantity specified in the delivery schedule;
- (4) The total item quantity for each destination; or
- (5) The total quantity of each item without regard to destination.

(End of clause)

---

#### **DOJ-02 Contractor Privacy Requirements (JAN 2022)**

##### **A. Limiting Access to Privacy Act and Other Sensitive Information**

*(1) Privacy Act Information*

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

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

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

*(3) Prior Approval Required to Hire Subcontractors*

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

*(4) Separation Checklist for Contractor Employees*

The Contractor shall complete and submit an appropriate separation checklist to the Contracting Officer before any employee or Subcontractor employee terminates working on the contract. The Contractor must submit the separation checklist on or before the last day of employment or work on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposition of personally identifiable information (PII)[2], in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to PII or other sensitive information.

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

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

**B. Privacy Training, Safeguarding, and Remediation***(1) Required Security and Privacy Training for Contractors*

The Contractor must ensure that all employees take appropriate privacy training, including Subcontractors who have access to PII as well as the creation, use, dissemination and/or destruction of PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle PII, including heightened security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of PII. These courses, along with more information about DOJ security and training requirements for Contractors, are available at <https://www.justice.gov/jmd/learndoj>. The Federal Information Security Modernization Act of 2014 (FISMA) requires all



individuals accessing DOJ information to complete training on records management, cybersecurity awareness, and information system privacy awareness. Contractor employees are required to sign the “Privacy Rules of Behavior,” acknowledging and agreeing to abide by privacy law, policy, and certain privacy safeguards, prior to accessing DOJ information. These Rules of Behavior are made available to all new users of DOJ’s computer network and to trainees at the conclusion of DOJ-OPCL-CS-0005.

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

## *(2) Safeguarding PII Requirements*

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

## *(3) Non-Disclosure Agreement Requirement*

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

- (a) prohibits the Contractor from retaining or divulging any PII or other sensitive information, or derivatives therefrom, furnished by the Government or to which they may otherwise come in contact as a result of their performance of work under the contract/task order that is otherwise not publicly available, whether or not such information has been reduced to writing; and
- (b) requires the Contractor to report any loss of control, compromise, unauthorized disclosure, or unauthorized acquisition of PII or other sensitive information to the component-level or headquarters Security Operations Center within one (1) hour of discovery.

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

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

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

## *(5) Reporting Actual or Suspected Data Breach*

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

- (a) The Contractor must develop and maintain an internal process by which its employees and Subcontractors are trained to identify and report the breach, consistent with DOJ Instruction 0900.00.01[5], Reporting and Response Procedures for a Breach of Personally Identifiable Information.
- (b) The Contractor must report any such breach by its employees or Subcontractors to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000); Component-level Security Operations Center and Component-level Management Team, where appropriate; the COR; and the Contracting Officer within one (1) hour of the initial discovery.

(c) The Contractor must provide a written report to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000) within 24 hours of discovery of the breach by its employees or Subcontractors. The report must contain the following information:

- (i) Narrative or detailed description of the events surrounding the suspected loss or compromise of information.[6]  
Date, time, and location of the incident.
- (ii) Amount, type, and sensitivity of information that may have been lost or compromised, accessed without authorization, etc.
- (iii) Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.[7]
- (iv) Names and classification of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
- (v) Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.[8]
- (vi) Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
- (vii) Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

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

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

#### (6) *Victim Remediation*

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

### C. Government Records Training, Ownership, and Management

#### (1) *Records Management Training and Compliance*

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

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

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

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

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

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

#### D. Data Privacy and Oversight

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

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

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

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

##### *(3) Requirement to Support Privacy Compliance*

(a) If this contract requires the development, maintenance or administration of information technology[9], the Contractor shall support the completion of the Initial Privacy Assessment (IPA) document, if requested by Department personnel. An IPA is the first step in a process to identify potential privacy issues and mitigate privacy risks. The IPA asks basic questions to help components assess whether additional privacy protections may be needed in designing or implementing a project[10] to mitigate privacy risks, and whether compliance work may be needed. Upon review of the IPA, the OPCL determines whether a Privacy Impact Assessment (PIA) document and/or SORN, or modifications thereto, are required. The Contractor shall provide adequate support to complete the applicable risk assessment and PIA document in a timely manner, and shall ensure that project management plans and schedules include the IPA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DOJ, including IPAs, PIAs, and SORNs, is located on the DOJ OPCL website (<https://dojnet.doj.gov/privacy/>), including DOJ Order 0601, Privacy and Civil Liberties. The Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

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

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

[2] As stated in FAR 52.224-3 and Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource (2016), "'personally identifiable information' means information that can be used to distinguish or trace

an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.” Regarding “sensitive PII,” “[t]he sensitivity level of the PII will depend on the context, including the purpose for which the PII is created, collected, used, processed, stored, maintained, disseminated, disclosed, or disposed. For example, the sensitivity level of a list of individuals’ names may depend on the source of the information, the other information associated with the list, the intended use of the information, the ways in which the information will be processed and shared, and the ability to access the information.” OMB Circular A-130, at App. II-2.

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

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

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

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

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

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

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

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

(End of Clause)

## **[END OF ADDENDUM TO FAR 52.212-4]**

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

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

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

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

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

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

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

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

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

*[Contracting Officer check as appropriate.]*

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

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

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

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

\_\_ (5) [Reserved].

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

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

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

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

\_\_ (10) [Reserved].

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

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

\_\_ (13) [Reserved]

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

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

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

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

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

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

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

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

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

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

- \_\_\_ (18)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-13.
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- \_\_\_ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).
- \_\_\_ (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (Oct 2022) (15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-28.
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- \_\_\_ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 657s).
- \_\_\_ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2022) (E.O. 13126).
- \_\_\_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- \_\_\_ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-35.
- \_\_\_ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-36.
- \_\_\_ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- \_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (35)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (36) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- \_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c) (3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- \_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_\_ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- \_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_\_\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- \_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- \_\_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- \_\_\_ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.
- \_\_\_ (48)(i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).
- \_\_\_ (ii) Alternate I (Oct 2022) of 52.225-1.
- \_\_\_ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (Oct 2022) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (Jan 2021) of 52.225-3.
- \_\_\_ (iii) Alternate II (Jan 2021) of 52.225-3.
- \_\_\_ (iv) Alternate III (Jan 2021) of 52.225-3.
- \_\_\_ (v) Alternate IV (Oct 2022) of 52.225-3.
- \_\_\_ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

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

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

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

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

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

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

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

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

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

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

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

*[Contracting Officer check as appropriate.]*

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7,



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

**Section 4 - List of Attachments**

This Section Is Intentionally Left Blank

## Section 5 - Solicitation Provisions

### 52.212-1 Instructions to Offerors-Commercial Products and Commercial Services (Nov 2021)

---

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

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

(C) If this solicitation is a request for proposals, it was the only proposal received.

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

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

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

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

Washington, DC 20407  
 Telephone (202) 619-8925  
 Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) [Reserved].

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

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

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

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

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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

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

### Provisions By Full Text

#### 52.27-103-71 FAITH-BASED AND COMMUNITY-BASED ORGANIZATIONS (AUG 2005)

Faith-based and Community-based organizations can submit offers/bids/quotations equally with other organizations for contracts for which they are eligible.

[End of Provision]

### [END OF ADDENDUM TO FAR 52.212-1]

#### 52.212-2 Evaluation-Commercial Products and Commercial Services (Nov 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

*[Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]*

Technical and past performance, when combined, are \_\_\_\_\_ *[Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.]*

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

#### 52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services (Oct 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision--

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;



- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"--

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b) (1)(ii). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that--

- (i) It \_\_\_ is, \_\_\_ is not a small business concern; or

(ii) It \_\_\_ is, \_\_\_ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that--

(i) It \_\_\_ is, \_\_\_ is not a service-disabled veteran-owned small business concern; or

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it \_\_\_ is, \_\_\_ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \_\_\_ is, \_\_\_ is not a women-owned small business concern.

(6) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

(i) It \_\_\_ is, \_\_\_ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; or

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall provide representation of its WOSB status.

(7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.]

(i) It \_\_\_ is, \_\_\_ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; or

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall provide representation of its EDWOSB status.

**Note to Paragraphs (c)(8) and (9):** Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \_\_\_ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It \_\_\_ is, \_\_\_ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) Previous contracts and compliance. The offeror represents that--

(i) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \_\_\_ has, \_\_\_ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American--Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_\_.

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, *Buy American--Free Trade Agreements--Israeli Trade Act*, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. \_\_\_\_\_

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line item No.

[List as necessary]

(3) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line item No.	Country of origin

[List as necessary]

(4) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the

restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) \_\_\_ Are, \_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) \_\_\_ Are, \_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed end product	Listed countries of origin
--------------------	----------------------------


(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--



(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

\_\_\_ TIN: \_\_\_\_\_.

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_.

(5) *Common parent*.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that--

(i) It \_\_\_ is, \_\_\_ is not an inverted domestic corporation; and

(ii) It \_\_\_ is, \_\_\_ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it \_\_\_ has or \_\_\_ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

\_\_\_\_\_.

Immediate owner legal name:

\_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: \_\_\_ Yes or \_\_\_ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

\_\_\_\_\_.

Highest-level owner legal name:

\_\_\_\_\_.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that--

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is \_\_\_ is not \_\_\_ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is \_\_\_ is not \_\_\_ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it \_\_\_ is or \_\_\_ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code:

\_\_\_\_\_ (or mark "Unknown")

Predecessor legal name:

\_\_\_\_\_.

(Do not use a "doing business as" name)

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) \_\_\_ does, \_\_\_ does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) \_\_\_ does, \_\_\_ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: \_\_\_\_\_.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

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

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that--

(i) It \_\_\_ does, \_\_\_ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it \_\_\_ does, \_\_\_ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)