SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 AND 30.

1. REQUISITION NUMBER

PAGE 1 OF 22

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 15BNAS26Q00000053

6. SOLICITATION ISSUE DATE: 06/11/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: George Bodine gbodine@bop.gov

b. TELEPHONE NUMBER (*No collect calls*): 570-488-8035

8. OFFER DUE DATE / LOCAL TIME: 07/07/2026 14:00 ET

9. ISSUED BY
Federal Bureau of Prisons
National Acquisitions Section
320 First Street NW
Suite 5005
Washington, DC 20534

CODE: 15BNAS

10. THE ACQUISITION IS
- [X] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)

[X] SET ASIDE: 100.00 % FOR

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 333310

SIZE STANDARD: 1000 Employees

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [X] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO

CODE

16. ADMINISTERED BY
Federal Bureau of Prisons
National Acquisitions Section
320 First Street NW
Suite 5005
Washington, DC 20534

CODE: 15BNAS

George Bodine
gbodine@BOP.GOV

17a. CONTRACTOR/ OFFEROR

CODE

FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY

Federal Bureau of Prisons
Central Office Business Office
320 First Street NW
Suite 5006
Washington, DC 20534

CODE: 15B700

Please ensure invoice ref. the full contract number
BOP-ADM-CO-BusinessOffice-S@bop.gov

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Bureau of Prisons intends to make a single award that will be responsible for providing eight (8) insulated all-inclusive hydroponic farms boxes to eight different locations in accordance with the attached (SOW) Statement of Work. 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 Government Use Only*)

- [X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [X] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
- [ ] 29. AWARD OF CONTRACT: REFERENCE _____ 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*): George Bodine

31c. DATE SIGNED

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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	37. CHECK NUMBER
PARTIAL FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
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

Section 1 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Hydroponics box in accordance with the attached Statement of Work. Pricing shall be all inclusive for a single completed unit to include delivery, crane placement, setup, and (1) day of on-site training for up to (8) hours. PSC: 5410	8	EA	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	OPTIONAL - Additional on-site training for up to (8) hours. **some locations may require additional on-site training days beyond the (1) 8 hour training day included in line item #1** PSC: 5410	1	EA	$_____	$_____

Section 2 - Contract Clauses

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov		
Clause	Title	Fill-ins (if applicable)
52.27-103-72	DOJ CONTRACTOR RESIDENCY REQUIREMENT BUREAU OF PRISONS (JUNE 2004) (DEVIATION)	
52.203-6 Alt I	Restrictions on Subcontractor Sales to the Government (Jun 2020) - Alternate I (Nov 2021) (DEVIATION)	
52.203-12	Limitation On Payments to Influence Certain Federal Transactions (Jun 2020) (DEVIATION)	
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023) (DEVIATION)	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (DEVIATION)	
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011) (DEVIATION)	
52.204-13 (DEV)	System for Award Management-Maintenance (Oct 2018) (DEVIATION NOV 2025)	
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014) (DEVIATION)	
52.204-91 (DEV)	Contractor Identification (DEVIATION NOV 2025)	
52.209-6 (DEV)	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) (DEVIATION NOV 2025)	

Clause	Title	Fill-ins (if applicable)
52.209-9 (DEV)	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (DEVIATION NOV 2025)	
52.209-10 (DEV)	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015) (DEVIATION NOV 2025)	
52.212-4 (DEV)	Terms and Conditions-Commercial Products and Commercial Services (Nov 2023) (DEVIATION NOV 2025)	
52.219-6 (DEV)	Notice of Total Small Business Set-Aside (Nov 2020) (DEVIATION DEC 2025)	
52.219-8 (DEV)	Utilization of Small Business Concerns (Jan 2025) (DEVIATION DEC 2025) (DEVIATION)	
52.219-33 (DEV)	Nonmanufacturer Rule (Sep 2021) (DEVIATION DEC 2025)	
52.222-3 (DEV)	Convict Labor (June 2003) (DEVIATION DEC 2025)	
52.222-19 (DEV)	Child Labor-Cooperation with Authorities and Remedies (Jan 2025) (DEVIATION DEC 2025)	
52.222-35 (DEV)	Equal Opportunity for Veterans (Jun 2020) (DEVIATION DEC 2025)	
52.222-37 (DEV)	Employment Reports on Veterans (Jun 2020) (DEVIATION DEC 2025)	
52.222-40 (DEV)	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (DEVIATION DEC 2025)	
52.222-41 (DEV)	Service Contract Labor Standards (Aug 2018) (DEVIATION DEC 2025) (DEVIATION)	
52.222-42	Statement of Equivalent Rates for Federal Hires (May 2014) (DEVIATION)	
52.222-50 (DEV)	Combating Trafficking in Persons (Oct 2025) (DEVIATION DEC 2025)	

Clause	Title	Fill-ins (if applicable)
52.222-62 (DEV)	Paid Sick Leave Under Executive Order 13706 (Jan 2022) (DEVIATION DEC 2025) (DEVIATION)	
52.222-90	Addressing DEI Discrimination by Federal Contractors (APR 2026) (DEVIATION)	
52.223-21	Foams (Jun 2016) (DEVIATION)	
52.225-1 (DEV)	Buy American-Supplies (Oct 2022) (DEVIATION DEC 2025)	
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024) (DEVIATION)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (DEVIATION)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
52.233-3 (DEV)	Protest after Award (Aug 1996) (DEVIATION NOV 2025)	
52.233-4 (DEV)	Applicable Law for Breach of Contract Claim (Oct 2004) (DEVIATION NOV 2025)	
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984) (DEVIATION)	
52.239-101	DOJ Residency Requirement - Information Technology (NOV 2008) (DEVIATION)	
52.240-91 (DEV)	Security Prohibitions and Exclusions (DEVIATION NOV 2025)	
52.240-92 (DEV)	Security Requirements (DEVIATION NOV 2025)	
52.240-93 (DEV)	Basic Safeguarding of Covered Contractor Information Systems (DEVIATION NOV 2025)	
BOP 2852.237-72	DOJ CONTRACTOR RESIDENCY REQUIREMENT BUREAU OF PRISONS (JUNE 2004) (DEVIATION)	
DOJ-01	Whistleblower Information Distribution (Oct 2021) (DEVIATION)	
DOJ-02	Contractor Privacy Requirements (JAN 2022) (DEVIATION)	

Clause	Title	Fill-ins (if applicable)
DOJ-03	Personnel Security Requirements For Contractor Employees (Nov 2021) (DEVIATION)	
DOJ-07	Prohibition On Access By Non-U.S. Citizens To DOJ IT Systems (MAR 2002) (DEVIATION)	
DOJ-08	Continuing Contract Performance During a Pandemic Influenza or other National Emergency (OCT 2007) (DEVIATION)	
52.222-36 (DEV)	Equal Opportunity for Workers with Disabilities (Jun 2020) (DEVIATION DEC 2025)	
52.222-44 (DEV)	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (DEVIATION DEC 2025)	
52.223-23 (DEV)	Sustainable Products and Services (May 2024) (DEVIATION FEB 2025)	
52.229-12 (DEV)	Tax on Certain Foreign Procurements (Feb 2021) (DEVIATION AUG 2025)	
52.247-64 Alt II (DEV)	Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) - Alternate II (Nov 2021) (DEVIATION DEC 2025)	

Clauses By Full Text

52.219-14 (DEV) Limitations on Subcontracting (Oct 2022) (DEVIATION DEC 2025)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

[*Contracting Officer check as appropriate.*]

__ By the end of the base term of the contract and then by the end of each subsequent option period; or

X By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.223-11 (DEV) Ozone-Depleting Substances (May 2024) (DEVIATION DEC 2025) (DEVIATION)

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

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as —

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) Requirement. In accordance with 40 CFR 82.84(a)(5), the Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

DOJ-05 Security of Department Information and Systems (APR 2026) (DEVIATION)

I. Applicability to Contractors and Subcontractors

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

II. General Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Confidentiality and Non-Disclosure of DOJ Information

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

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

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

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

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

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

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

1. Limiting access to DOJ Information and Covered Information Systems to authorized users and to transactions and functions that authorized users are permitted to exercise.
2. Providing security awareness training at least annually to all Contractor employees and contractors involved with the Covered Contract. Such training shall include, but not be limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems.

3. Creating, protecting, and retaining, in accordance with applicable requirements but in any event at least until the expiration of the contract, Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information.
4. Maintaining authorizations to operate any Covered Information System.
5. Performing continuous monitoring on all Covered Information Systems, to include but not be limited to, collecting, reviewing, and analyzing appropriate logs and timely investigating security alerts and potential security incidents.
6. Establishing and maintaining baseline configurations and current inventories of Covered Information Systems, including hardware, software, firmware, and documentation, throughout the Information System Development Lifecycle, and establishing and enforcing security configuration settings for IT products employed in Covered Information Systems.
7. Ensuring appropriate contingency planning has been performed, including DOJ Information and Covered Information System backups.
8. Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods as defined by NIST 800-63-3, Digital Identity Guidelines or current revision.
9. Establishing and maintaining an operational incident handling capability for Covered Information Systems that includes adequate and timely development, logging, detection, analysis, containment, recovery, and user response activities, and tracking, documenting, and timely reporting incidents to appropriate officials and authorities within the Contractor's organization and the DOJ.
10. Performing periodic and timely maintenance on Covered Information Systems, and providing effective controls on tools, techniques, mechanisms, and personnel used to conduct such maintenance.
11. Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media, and DOJ assets under Contractor control; protecting them from environmental impacts, access, and equipment positioning requirements defined; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media.
12. Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized personnel according to DOJ 03.
13. Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards including personnel background checks.
14. Continuously assessing the risk to DOJ Information in Covered Information Systems, including scanning and remediating vulnerabilities, or implementing appropriate mitigation in accordance with DOJ policy, and ensuring the timely removal of assets no longer supported by the Contractor.
15. Continuously monitoring the application of security controls of Covered Information Systems, assessing the efficacy of such controls, and developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Covered Information Systems.
16. Monitoring, controlling, and protecting information transmitted or received by Covered Information Systems at the external boundaries and key internal boundaries of such Covered Information Systems, and employing architectural designs, software development techniques, and systems engineering principles that promote effective security.
17. Identifying, reporting, and correcting Covered Information System security flaws in a timely manner, providing protection from malicious code at appropriate locations, monitoring security alerts and advisories and taking appropriate and timely action in response.
18. Ensuring return of Government Furnished Equipment ("GFE") and/or PIV card assets within 10 business days of notification for end of use (contract end, staff change, etc.).
19. Complying with rights in data (FAR 52.227-14) as to the development, management, and protection of DOJ Information.
20. Reporting on risks or known issues impacting DOJ Services (staffing, hardware, process, changes, etc.) through the Contractor's CO or COR, DOJ Service Owner ("SO"), and Government Technical Manager ("GTM") including risk mitigation activities.
21. Reporting through the Contractor's CO or COR on any projected or planned changes in corporate ownership, covered information system design, and/or any technical changes that could impact the confidentiality, integrity or availability of DOJ Information, data, or systems. Changes to system design must be updated through the authorization process per NIST SP 800-37 Revision 2, Step 6 ('Continuous Monitoring") or current NIST revision.
22. When, as part of operating within the DOJ environment, the Contractor's covered information system is subject to review, audit, or assessment by third parties, facilitating DOJ access to information system resources,

facilities, personnel, and documentation in a timely manner as required by the auditors. Should a third-party organization conduct a review of any Covered Information System, the Contractor must provide a copy of the report to DOJ, through the CO and COR.

23. To enhance software supply chain and transparency, upon request, the Contractor shall provide a current Software Bill of Materials (SBOM) for all software, software updates, modules, libraries, and container images delivered or operated in the performance of this contract, consistent with applicable federal policy such as the National Telecommunications and Information (NTIA)-established minimum elements for SBOM to the CO who will refer to the DOJ Cyber-Security Risk Management team (C-SCRM) [Authority: OMB M-26-05; EO 14028/ NTIA minimum requirements].
24. Reporting on outages impacting DOJ Services through the Contractor's CO, COR, and DOJ Service Owner (SO) to include event and mitigation details.

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

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

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

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

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

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

H. When no longer needed, all media must be processed (sanitized, degaussed, or destroyed) in accordance with NIST SP 800-88, Guidelines for Media Sanitization.

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

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

K. DOJ, at its discretion, may suspend the Contractor's access to any DOJ Information, or terminate the contract, when DOJ suspects that the Contractor has failed to comply with any security requirement, or in the event of an Information System Security Incident or Security Breach (see definitions above), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Any termination action taken because of the Contractor's suspected failure to comply with any security requirement will be conducted in accordance with the applicable termination clause governing the awarded contract. The Contractor understands that any suspension or termination in accordance with this provision shall be at no cost to DOJ, and that upon request by the CO, the Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at the Contractor's expense. The Contractor must comply with FAR 52.227-14 (Rights in Data), FAR 52.245-1 (Government Property), DOJ 2400.3A Chapter 1 (component property procedures), and FAR 4.804-5(a)(6) (Procedures for closing out contract files).

V. Cloud Computing

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

1.
    1. All of the following has occurred: (a) the Cloud system and CSP have been evaluated by a Third Party Assessing Organization ("3PAO") certified under FedRAMP; (b) the Cloud system received FedRAMP authorization; (c) the Contractor has provided the most current System Security Plan ("SSP") and Security Assessment Report ("SAR") to the DOJ CO for consideration, and provides any subsequent SSPs and SARs within 30 days of issuance; and, (d) the Authorizing Official for the DOJ component responsible for maintaining the security confidentiality, integrity, and availability of the DOJ Information under the Covered Contract has issued an ATO; or,
    2. In cases where the CSP or its offering is not FedRAMP authorized, the COR approves utilization of the Cloud System after the CSP has worked with the authorizing official, the DOJ OCIO, and the FedRAMP Program Management Office to determine that the CSP is likely to seek and receive Agency/FedRAMP authorization within 1 year, or DOJ has authorized use as a Private Cloud or Contractor Owned, Contractor Operated system.

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

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

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

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

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

1. The Contractor shall develop and deliver a C-SCRM Plan. The C-SCRM Plan shall meet the format described in NIST SP 800-161, Appendix E. The C-SCRM plan shall address the following security controls from NIST SP 800-53 Rev 5: SR-2, SR-3, SR-4, SR-5, SR-6, SR-7, SR-8, SR-9, SR-10, and SR-11. Equivalent ISO 27000 series controls may be used if they are mapped to the NIST control(s).
2. The Contractor shall implement the required security controls as documented in the C-SCRM Plan. The requirements of the C-SCRM plan shall flow down to all subcontractors. Evidence of the certification and compliance is required.
3. For cloud platforms or managed services, upon request, the Contractor shall provide a current SBOM of the runtime production environment reflecting the software components and dependencies materially present in the service.
4. The Contractor shall provide evidence of compliance with the documented C-SCRM Plan. (CO select which applies)

X Self-assessment by a contractor security team
X External assessment by an independent auditor

VI. Information System Security Incident

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

B. Potential Security Incident.

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

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

1. Both the Covered Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII.

2. All steps and processes being undertaken by the Contractor to minimize, remedy, and/or investigate the Security Incident.
3. Any and all other information as required by the CISA Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and

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

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

E. The Contractor must provide to DOJ full access to any facility and/or Covered Information System affected or potentially affected by any potential or confirmed Security Incident, including access by the DOJ OIG and federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.

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

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

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

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

(End of Clause)

Section 3 - List of Attachments

Identifier	Title	Number of Pages
1	SOW.docx	
2	Eval Factors.docx	

Section 4 - Solicitation Provisions

Provisions By Reference

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)		
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov		
Provision	Title	Fill-ins (if applicable)
52.203-11	Certification And Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2024)	
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)	
52.204-7 (DEV)	System for Award Management-Registration (Nov 2024) (DEVIATION NOV 2025)	
52.209-2 (DEV)	Prohibition on Contracting with Inverted Domestic Corporations--Representation (Nov 2015) (DEVIATION NOV 2025)	
52.209-7 (DEV)	Information Regarding Responsibility Matters (Oct 2018) (DEVIATION NOV 2025)	
52.209-11 (DEV)	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016) (DEVIATION NOV 2025)	
52.209-12	Certification Regarding Tax Matters (Oct 2025) (DEVIATION)	

Provision	Title	Fill-ins (if applicable)
52.212-2 (DEV)	Evaluation-Commercial Products and Commercial Services (Nov 2021) (DEVIATION NOV 2025) (DEVIATION)	Evaluation Factors : "Technical, Past Performance, and Price"
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021) (DEVIATION)	
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications (Aug 2018) (DEVIATION)	
52.233-2 (DEV)	Service of Protest (Sep 2006) (DEVIATION NOV 2025) (DEVIATION)	
DOJ-06	National Security Risk Assessment (APR 2014)	
52.212-1 (DEV)	Instructions to Offerors-Commercial Products and Commercial Services (Sep 2023) (DEVIATION NOV 2025)	

Provisions By Full Text

52.209-5 (DEV) Certification Regarding Responsibility Matters (Aug 2020) (DEVIATION NOV 2025) (DEVIATION)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are __ are not __ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have __ , have not __ , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

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

(*2*) *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) The Offeror has __ has not __ , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.225-2 Buy American Certificate (Oct 2022)
(DEVIATION)

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

(2) 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".

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

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

(b) Foreign End Products:

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

[*List as necessary*]

(c) Domestic end products containing a critical component:

Line Item No. _____

[*List as necessary*]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

52.229-11 (DEV) Tax on Certain Foreign Procurements--Notice and Representation (Jun 2020) (DEVIATION AUG 2025)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area of the United States.

United States person as defined in 26 U.S.C. 7701(a)(30) means

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if–

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that

(1) It __ is __ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 __ a full exemption, or __ partial or no exemption [*Offeror must select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)