U.S. Department of Justice
Federal Bureau of Prisons
Federal Prison Camp Yankton
Yankton, South Dakota

Financial Management

Solicitation Number: 15B41626Q00000002

Agency: Department of Justice / Federal Bureau of Prisons
Office: FPC Yankton Financial Office

Contracting Officer/P.O.C.: Michael Peitz
Phone: (605) 665-3262 Email: mpeitz@bop.gov

Notice type:
Combined Synopsis/Solicitation

Original Posted Date:
August 03, 2026, 11:00am Central

Posted Date:
August 03, 2026, 11:00am Central Central

Response Date and Time:
August 13, 2026, 11:00am

Original Set Aside:
100% Total Small Business

Method of Solicitation:
Request for Quote

NAICS Code:
311999 – All Other Miscellaneous Food Manufacturing

Synopsis:
August 3, 2026

This synopsis/solicitation will be advertised as a **Total Small Business Set-Aside**. The NAICS code for this solicitation is 311999 (Small Business Size Standard of 700 Employees).

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format FAR 12 and supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued.

The solicitation number **15B41626Q00000002** shall be used to reference any written quote provided under this request for quote.

U.S. Department of Justice
Federal Bureau of Prisons
Federal Prison Camp Yankton
Yankton, South Dakota

The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2025-05.

Description of Solicitation: This solicitation is for a firm fixed price contract, which consists of requirements for food service quarter 1, fiscal year 2027.

Period of Performance: October 1, 2026, through December 31, 2026

Contracting Office Address:
FPC Yankton
Federal Bureau of Prisons
1016 Douglas Ave
Yankton, SD 57078

Place of Performance:
FPC Yankton
Federal Bureau of Prisons
1016 Douglas Ave
Yankton, SD 57078

Quotes will be evaluated utilizing the evaluation of commercial items under FAR 52.212-2. **The deadline for submitting a response to this combined synopsis /solicitation is August 13, 2026, at 11:30am Central.**

52.212-2 Evaluation—Commercial Products and Commercial Services.

(a) Evaluation factors. 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 will be used to evaluate offers:

1. **Price –** The Government will evaluate whether the quoted price is fair and reasonable.

2. **Past Performance – Go/No-Go Evaluation**

   The Government will evaluate the Offeror's past performance on a Go/No-Go basis. The assessment will be based on the following criteria:
   - Timeliness of Deliveries: The Offeror must demonstrate a consistent record of on-time deliveries. Documented instances of late deliveries, including Contractor Performance Assessment Reporting System (CPARS) evaluations and communications with other

Contracting Officers, will be reviewed. A history of substantial delivery delays will result in a "No-Go" determination

- Order Accuracy and Completeness: The Offeror must show a track record of delivering complete and accurate orders. Evidence of recurring issues such as missing or incorrect items—supported by customer complaints, returns, or input from other Contracting Officers—will be considered. A pattern of incomplete or inaccurate deliveries will result in a "No-Go" determination.
- The government will review past performance data, including CPARS ratings and history of contract terminations. A record of unsatisfactory evaluations or contract terminations will result in a “No-Go” determination.

Only Offerors receiving a "Go" rating under this factor will be considered eligible for award.”

(b) Options (if applicable). 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. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award. A written notice of award or acceptance of an offer 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.

This solicitation requires registration with the System for Award Management (SAM) in order to be considered for award, pursuant to applicable regulations and guidelines. Registration information can be found at www.sam.gov. Registration must be “ACTIVE” at the time of award.

Contract Clauses

Clauses By Full Text

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):
FAR | Acquisition.GOV
(End of Provision)

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): FAR | Acquisition.GOV
(End of clause)

Provisions and Clauses Incorporated by Reference.
52.212-4 (DEV) Terms and Conditions—Commercial Products and Commercial Services (Deviation)
52.203-17 Contractor Employee Whistleblower Rights
52.203-19 Prohibition on Requiring Internal Confidentiality Agreements
52.204-13 (DEV) System for Award Management – Maintenance (Deviation)
52.209-6 Protecting the Governments Interest When Subcontracting with Debarred/Suspended Contractors (Deviation)
52.209-10 *Prohibition on Contracting with Inverted Domestic Corporations (Deviation)*
52.222-19 Child Labor Cooperation *(Deviation)*
52.222-36 (DEV) Equal Opportunity for Veterans *(Deviation)*
52.222-50 (DEV) Combating Trafficking in Persons *(Deviation)*
52.222-90 Addressing DEI Discrimination by Federal Contractors (Deviation)
52.223-23 Sustainable Products and Services *(Deviation)*
52.225-1 (DEV) Buy American-Supplies (Deviation)
52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving
52.232-19 Availability of Funds for the Next Fiscal Year.
52.232-33 Payment by Electronic Funds Transfer—System for Award Management
52.233-3 (DEV) Protest After Award (Deviation)
52.232-39 Unenforceability of Unauthorized Obligations
52.232-40 Providing Accelerated Payments to Small Business Subcontractors
52.233-3 (DEV) Protest After Award (Deviation)
52.233-4 (DEV) Applicable Law for Breach of Contract Claim (Deviation)

The following clause can be found at www.acquisition.gov/jar:

U.S. Department of Justice
Federal Bureau of Prisons
Federal Prison Camp Yankton
Yankton, South Dakota

JAR 2852.212-4 Contract Terms and Conditions, Commercial Items
DOJ-02 Contractor Privacy Requirements (JAN 2022)

U.S. Department of Justice
Federal Bureau of Prisons
Federal Prison Camp Yankton
Yankton, South Dakota

Attachment A

FISCAL YEAR 2027 QUARTER ONE FOOD SERVICE REQUIREMENTS FOR FEDERAL PRISON CAMP YANKTON

1. INTRODUCTION AND SCOPE

This requirement dictates the procurement of subsistence items for Federal Prison Camp Yankton.

2. Place of Performance

Federal Bureau of Prisons
FPC Yankton
1016 Douglas Ave
Yankton, SD 57078

3. Contracting Officer

The Contracting Officer for this contract is:

Federal Bureau of Prisons
FPC Yankton
1016 Douglas Ave
Yankton, SD 57078
Attn: Michael Peitz, Property & Procurement Specialist

Written communications shall refer to the contract number and shall be emailed to mpeitz@bop.gov or mailed to the above address.

The alternate method of contact for this solicitation will be YAN-BusinessOffice-S@bop.gov

4. Delivery Schedule

FPC Yankton Food Service Department requires delivery of all products within 30 days after receipt of a funded award.

Deliveries shall be made between the hours of 8:00 am and 2:00 pm CST. Federal holiday deliveries will not be accepted. Delivery schedules must be pre-arranged with the receiving warehouse. Upon Award, the Food Service Warehouse must be contacted prior to delivery for approval or adjustments in delivery schedule. Delivery schedules will be strictly enforced. Failure to deliver within the established time frame will be considered as nonconformance to the terms of the contract.

· All items will be closely inspected.

· All deliveries must be palletized

· All products must have a clear, legible expiration date (such as 'Best By,' Use By,' or 'Sell By') that complies with industry standards. Items must be delivered within their shelf life and display dates prominently.

· All non-frozen, perishable foods must be delivered between 34 degrees F and 41 degrees F.

· All canned goods must be delivered above 34 degrees F and not frozen.

· All frozen foods must be delivered at 0 degrees F or below. Any product that indicates prior thawing will be refused.

· All certified religious diet items must be marked with the Kosher Symbol on individual packages, or the item will be refused.

· Receipt of delivery may be conditional for a period of three (3) days in order to allow for adequate examination and testing.

· Some items may require thawing and cooking to determine specifications compliance.

· Items that fail to meet specifications will be refused.

· If the product is not accepted, in accordance with FAR 52.212-4 (b), "The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price."

· Items which are conditionally received, and found to be unacceptable, must be picked up at the vendors' expense within two (2) weeks of noncompliance notification.

· If the product is not picked up within two (2) weeks, it will be disposed of by warehouse staff.

Items must meet specifications as indicated on the solicitation and award. All items will be closely inspected prior to acceptance. See FAR 52.212-4 (b) Inspection and Acceptance.

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_212_4

Contractor failure to meet delivery schedules without an excusable delay and/or failure to conform to contract specifications will negatively affect the contractor's history of past performance. Past performance information may be used by the Government to make future award decisions and/or may result in a finding that the quoter is not responsible for the award of future requirements.

5. Contract Type

This will be a firm fixed price contract.

6. Invoicing Instructions

To constitute a proper invoice, invoices must be submitted in accordance with FAR Overhaul 32.905(b). The Government will not pay for services not yet received, accepted or pre-approved, as applicable.

FAR Overhaul - Part 32 | Acquisition.GOV

Invoices shall refer to the contract/purchase order number and shall be emailed to YAN-BusinessOffice-S@bop.gov and mpetiz@bop.gov

FPC Yankton
Federal Bureau of Prisons
1016 Douglas Ave.
Yankton, SD, 57078

END OF DOCUMENT

REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE

PAGE OF PAGES: 1 | 55

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/ OR DMS REG. 1	RATING
15B41626Q00000002	08/03/2026	15B41626PR000290		

5a. ISSUED BY

Federal Bureau of Prisons
FPC Yankton
1016 Douglas Avenue
Yankton, SD 57078

6. DELIVER BY (Date): 10/01/2026

7. DELIVERY: [ ] FOB DESTINATION [X] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL (NO COLLECT CALLS)

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
M. Peitz mpeitz@bop.gov	(605)	665-3262 Ext.:

8. TO:

a. NAME

b. COMPANY

c. STREET ADDRESS

d. CITY

e. STATE

f. ZIP CODE

9. DESTINATION

a. NAME OF CONSIGNEE: Federal Bureau of Prisons

b. STREET ADDRESS
FPC Yankton
1016 Douglas Avenue
C. Sailer csailer@bop.gov
(O) (605) 665-3262

c. CITY: Yankton

d. STATE: SD

e. ZIP CODE: 57078

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date): 08/13/2026 11:00 CT

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Delivery Date: 10/01/2026 FY27 A1 FPC Yankton FS Subsistence QTR 1 All awards are to be delivered to the institution within 30 days from the effective date of the award. Firm Fixed Price See Continuation Sheet(s)				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE
	0.00 %	0.00 %	0.00 %	0	0.00

NOTE: Additional provisions and representations [ ] are [X] are not attached.

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY

e. STATE

f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME (Type or print)

b. TELEPHONE AREA CODE NUMBER

c. TITLE (Type or print)

U.S. Department of Justice
Federal Bureau of Prisons
Federal Prison Camp Yankton
Yankton, South Dakota

Vendor Information Sheet

Vendors are required to complete all requested information, including the following:

COMPANY NAME:

POINT OF CONTACT:

ADDRESS:

PHONE NUMBER:

EMAIL ADDRESS:

UNIQUE ENTITY ID:

Section 1 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Kosher Beverage Individual, each Kosher Fruit Flavored Drink Powder, Individual Serving Packet, Each Packets Makes 1 - 8 Ounce Serving When Reconstituted. EACH. Total amount may be adjusted to the next highest case count. Certified Kosher Parve PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 15,000.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	15,000	EA	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Kosher Coffee, Instant, Ind. Packet Kosher Coffee, each Kosher Coffee, Instant, Individual Serving Packet, Each Packets Makes 1 - 8 Ounce Serving When Reconstituted. EACH. Total amount may be adjusted to the next highest case count. Certified Kosher. *Each individual package must be marked with the kosher certification hechsher. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 20,000.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	20,000	EA	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Beef Patty, 5 oz, by the pound 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 Beef, All Beef,	5,000	LB	$_____	$_____

	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. Patties will be packed in boxes completely lined with plastic bags. The open end of the bag will overlap at the top to completely cover the product. 5 ounces PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 5,000.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Beef, Ground, 80/20, pounds Meats, Beef, Ground, 80% Lean, IMPS 136, delivered Frozen. Ground Beef shall consist of chopped fresh and/or frozen beef without seasoning. In addition, product must be produced from current raw material, no bench trimmings, steak trim, or re-ground product to be used as raw material. Finished product shall not contain more than 20 percent fat, and shall not contain added water, phosphates, binders, or extenders. No partially defatted tissue or advanced meat recovery product. PRODUCT MUST BE 6 MONTHS OR YOUNGER UPON DELIVERY WITH THE DATE CLEARLY ON THE LABEL, (NO STAMPED OR WRITTEN DATES ALLOWED). When beef cheek meat (trimmed beef cheeks) is used in the preparation, the amount of such meat shall be limited to 25 percent; (NO ORGAN OR TONGUE MEAT) Delivered cases must be labeled Beef, All Beef, Pure Beef, or 100% Beef and with fat percentage. Manufacturer's letters will NOT be accepted in lieu of labeling. Upon delivery, product must have a rosy, red appearance. Product that is grey, brown or tan in color will be rejected. Clear 1 mil or thicker sealed bags. No open bags, opaque or colored bags. Note weight of packaging and case size on bid. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 8,000.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	8,000	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Chicken Leg Quarters, by the pound Meats, Chicken, Leg Quarter, Raw, Whole, Ready to Cook, Frozen, Frozen, U.S. Grade A. Broiler Leg, United States Classes, Standards and Grades for Poultry Agricultural Marketing Service (AMS) 70.200 et seq, Unbreaded. "Whole Leg quarter" consists of a poultry thigh and drumstick (attached), with a portion of the back attached. Delivered amounts of Leg Quarter portions can be random sizing, with the portion size not to be smaller than 12 ounces and not to exceed 18 ounces. Packed in 4/10-pound poly bags. Polyethylene-film Bags – Shall have a wall thickness of not less than 2 mil; and shall protect the commodity from dehydration, freezer burn, or quality deterioration during the conditions of use. All packaging and packing materials must be clean and in new	12,000	LB	$_____	$_____

	condition. Products produced or labeled with any phrase "under religious exemption" will be refused. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 12,000.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Chicken Patty, by the pound Meats, Chicken, Filet, 5 oz, Whole Muscle and formed, 1/2-inch cube or greater (9 CFR § 381.171(f)), No mechanically separated chicken (comminuted), previously cooked chicken meat, or MSG may be used in product, 100% white meat, Breaded. (CID A-A-20276A, Type VI, Style A or B, Meat Type (b), Form 1, Shape (b). Individually Quick Frozen. Vegetable oil shall be used as the frying medium. Combined batter and breading shall not exceed 30% by weight and will be evenly coated. All ingredients in the product must be listed in the ingredients statement in order of predominance, from highest to lowest amounts in accordance with the USDA Food Safety Inspection Service (FSIS) Food Standards and Labeling Policy. Manufacturer's letters will NOT be accepted in lieu of labeling. Size of patty noted on bid. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 2,000.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	2,000	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Chicken Boneless/Skinless, by the pound Meats, Chicken, Boneless, Skinless, Raw, White Meat (Tender or Breast Meat), Frozen, A quality per the USDA, United States Classes, Standards, and Grades for Poultry Agricultural Marketing Service (AMS) 70.200 et seq. Boneless, skinless breasts must be free of cartilage and fat. Boneless breasts (excluding the attached tenderloin) must be free of tendons. Tendons normally associated with tenderloins are permitted. Tenderloins or boneless, skinless parts must be free of blood clots, bruises, cuts, tears, and holes in the muscle tissue. Slight discolorations and separation of the muscle tissue is permitted on boneless, skinless parts, provided it does not detract from the appearance of the product. Boneless, skinless parts may be diced. The dicing process must result in size-reduced portions of meat that are intact, not mutilated, and with surfaces relatively smooth in appearance. Individual size-reduced portions of meat must be relatively uniform in size and shape, and consistent with the size reduction process. Unbreaded. Packed in 4/10-pound poly bag boxes. Polyethylene-film Bags – Shall have a wall thickness of not less than 2 mil; and shall protect the commodity from dehydration, freezer burn, or quality deterioration during the conditions of use. 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.	10,000	LB	$_____	$_____

PSC: 8945

Delivery Schedule:

Delivery Description:
Delivery Number: 1
Delivery After: 09/30/2026
Quantity: 10,000.000000

Delivery Address:
Federal Bureau of Prisons
FPC Yankton
1016 Douglas Avenue
Yankton, SD 57078

C. Sailer
(605) 665-3262
csailer@bop.gov

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Chicken, Breast Boneless, pound Meats, Chicken Breast, Boneless, Skinless, Raw, White Meat (Breast Meat), Frozen, A quality per the USDA, United States Classes, Standards, and Grades for Poultry Agricultural Marketing Service (AMS) 7 CFR § 70 and 70.200 et seq., §70.220, §70.232, §70.233, §70.234 A Quality. All processing activities shall comply with all applicable FSIS regulations and requirements, including 9 CFR § 381, and shall be done under FSIS inspection. The commodity shall not be processed or packaged more than 60 days prior to the first date of the delivery period for each sales order. Frozen commodity when specified in the Solicitation, shall be processed, packaged and packed, and placed in a freezer within 7 calendar days after the date of harvest. Product must be produced under FSIS pathogen reduction standards, as specified in 9 CFR § 381. Boneless, skinless breasts must be free of cartilage, fat, holes, tendons, bone pieces, blood clots, bruises, cuts, tears, and muscle mutilations. Slight discolorations are permitted, provided it does not detract from the appearance of the product. Unbreaded. – All packaging materials shall comply with FSIS regulations (9 CFR § 381.144 Packaging Materials). All packaging and packing materials must be clean and in new condition, shall not impart objectionable odors or flavors to the commodity, shall be safe for use in contact with food products (cannot adulterate product or be injurious to health). Packed in poly bag boxes. Polyethylene-film Bags – Shall have a wall thickness of not less than 2 mil; and shall protect the commodity from dehydration, freezer burn, or quality deterioration during the conditions of use. Frozen commodity showing any evidence of defrosting, refreezing, or freezer deterioration shall be rejected for use under this FPPS. Products produced or labeled with any phrase “under religious exemption” will be refused. No Sodium added. Size of chicken breast, 5 -7 ounce. Note size on the bid. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 4,000.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	4,000	LB	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Deli Meat, Assorted by the pound High-quality commercial deli meat requires a strict specification centered on 100% whole-muscle meat, completely free from trimmings, finely ground pastes, or synthetic binders like carrageenan [USDA standard guidelines, 9 CFR § 430]. To ensure premium eating quality, the formulation must limit added moisture to under 9% and maintain a high Protein Fat Free (PFF) level of	1,000	LB	$_____	$_____

	at least 18.0% [USDA standard guidelines]. Chemical standards mandate naturally cured shelf-life solutions, such as celery powder or sea salt, alongside a strict sodium cap of 250 mg per 2-ounce serving and a zero-tolerance policy for artificial smoke or MSG [USDA standard guidelines, 9 CFR § 430]. Physically, the product must retain a natural grain texture capable of being sliced down to 1.3 mm without tearing or weeping excess liquid. Finally, food safety compliance requires continuous cold-chain logistics between 32°F and 38°F, full HACCP protocols under USDA-FSIS inspection, and absolute negative test results for Listeria monocytogenes and Salmonella to guarantee ready-to-eat safety [USDA-FSIS or equivalent government authority inspection, 9 CFR § 430]. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 1,000.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Fish, Fillet, Raw, 4-7 oz, pounds Meats, Fish Fillets, Raw, Individually Quick Frozen, Unglazed, Skin-on, Skin-on (white side only), or Skin-off (skinless), Practically boneless fillet. U.S. Grade A or B. Acceptable types include Tilapia, Cod, Haddock, Hake, Flounder, Sole, Turbot, Plaice, or Halibut. (Grade Standards are separate for Cod, Flounder, Sole, and Haddock and must comply with those standards). Fillets are slices of practically boneless fish flesh of irregular size and shape, which are removed from the carcass by cuts made parallel to the backbone and sections of such fillets cut so as to facilitate packing. 100% net weight, no water or glaze weight added. Fish portion must meet weight requirements when thawed and drained, delivered cases must be labeled 100% net weight. Manufacturer's letters will not be accepted in lieu of labeling. Note type and size on bid. 4 to 7 oz. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 4,000.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	4,000	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Pork Roast, by the pound Meats, Pork Roast, Pork Shoulder, Boston Butt, Boneless, Raw, IMPS 406A, Frozen, No Paper Wrapping, Weight Range A or B, 4 to 10 lb. Quote MUST indicate average roast weight of quoted item. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 4,000.000000	4,000	LB	$_____	$_____

	Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Turkey Roast Raw, by the pound Meats,Turkey, Boneless, Roast, Raw, Natural, All-Natural, Boned, Rolled and Tied, netted, roasting pack or other appropriate packaging. U.S. Grade A., United States Classes, Standards and Grades for Poultry Agricultural Marketing Service (AMS) 70.200 et seq. Breast meat (8-12 lb each). Skin (Maximum) 12.5%. Packaging shall be neat and attractive. Products produced or labeled with any phrase related to "under religious exemption" will be refused PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 4,000.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	4,000	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Disp. Napkins, Each, 10,000 Count Case Commercial tall-fold napkins are engineered from 1-ply paper stock with a basis weight of 11 to 13 pounds per ream, specifically configured to a folded size of 3.5 by 6.5 inches to fit standard upright restaurant dispensers [FDA 21 CFR § 176.170]. The material consists of either bleached white virgin pulp or unbleached natural Kraft fibers containing at least 40% post-consumer recycled content, featuring a full-surface embossing pattern to increase loft and liquid absorbency [FDA 21 CFR § 176.170]. For reliable high-traffic performance, the napkins require high wet tensile strength to prevent linting or tearing during use, alongside crisp, machine-pressed edges that ensure smooth, single-sheet dispensing without jamming [FDA 21 CFR § 176.170]. Finally, compliance standards dictate that the paper must be free of added PFAS and heavy metals, fulfill FDA 21 CFR food-contact requirements, and arrive packaged in 500-count banded bundles within a 10,000-count master shipping case [FDA 21 CFR § 176.170]. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 15.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	15	CS	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0014	Thermometer Alcohol Wipes, Each, 200 Count Case Thermometer alcohol wipes are configured as individually foil-sealed, medical-grade prep pads packed in a 200-count dispensing case for clinical tool sanitization. Each single-use packet utilizes a non-woven, low-linting spunlace substrate measuring 1.5 by 1.5 inches, fully saturated with a residue-free solution of 70% volume-by-volume Isopropyl Alcohol and 30% purified water [USP <51>]. To prevent liquid evaporation and secure a three-year shelf life, the wipe is housed in a hermetically sealed multi-layer aluminum-laminate foil pouch [USP <51>]. Production must occur within an FDA-registered facility following strict cGMP regulations, ensuring the solution passes USP <51> antimicrobial effectiveness tests against pathogens like Staphylococcus aureus and E. coli [USP <51>]. Finally, the finished 200-count cardboard dispensing boxes require cool-chain storage between 59°F and 86°F, alongside prominent lot numbers, expiration dates, and flammable-liquid safety warnings on the master packaging [USP <51>]. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 10.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	10	CS	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Butter, Bulk, Pounds (Salted) 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 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 500.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	500	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	Cheddar Cheese, Pounds 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). “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	2,000	LB	$_____	$_____

	Shredded Coarse). Packaging: 5 lb to 40 lb sealed Bags or containers. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 2,000.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Mozzarella Cheese, Pounds Cheese, Mozzarella, Low-moisture Mozzarella, Part-skim Mozzarella, Low-moisture Part-skim Mozzarella. (CID-A-A-20248C) The mozzarella cheese must conform to the following list. Type I, II, III, or IV. Style A - Block (loaf), frozen, Style B - Shredded, individually quick frozen (IQF) or Style J - Sliced or Diced forms. Shred size 1,2, or 3. Agricultural practice a. Milk fat range between 30.0 to 45.0 to 60.0 % on a dry basis depending on type. Moisture content range between 45.0 to 60.0 % depending on type. All ingredients must be declared by their common or usual name in descending order of predominance by weight. Manufacturer's letters will NOT be accepted in lieu of labeling. Type and Style to be determined locally and size noted on bid. Packaging of Primary Container: 5 lb. to 40 lb. sealed Bags or containers. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 1,500.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	1,500	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	Beans, Black, Dry, by the pound Beans, Dry, Black Beans, Whole, U.S. Grade 1 – 3 PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 2,200.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	2,200	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0019	Beans, Garbanzo, 6#10 Cans per Case Beans, Garbanzo (Chick Peas), Canned, In Brine, Meatless. (CID AA-20134D, Type I, Class J, Style 1, Nutrient content claim d, Agricultural practice (1)). 6/#10 cans per case PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 20.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	20	CS	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	Beans, Grt. Northern, Dry, by the pound Beans, Dry, Great Northern, Whole, U.S. Grade 1 – 3. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 600.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	600	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	Beans, Kidney, Dry, by the pound Beans, Dry, Kidney or Red, Whole, U.S. Grade 1 – 3. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 1,350.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	1,350	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	Beans, Navy, Dry, by the pound Beans, Dry, Pea (Navy), Whole, U.S. Grade 1 - 2 PSC: 8945 **Delivery Schedule:** **Delivery Description:**	600	LB	$_____	$_____

	Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 600.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	Beans, Pinto, Dry, by the pound Beans, Dry, Pinto, Whole, U.S. Grade 1 – 3. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 4,500.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	4,500	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	Beets Sliced, 6-#10 Cans Vegetable, Beets, Canned, Whole, Slices, Quarters, Diced, Julienne, French Style or Cut. Minimum drain weight 64 oz. U.S. Grade A, 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 case. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 40.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	40	CS	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	Carrots, 6-#10 Cans 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 per case. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026	115	CS	$_____	$_____

	Quantity: 115.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	Catsup, Case, 6-#10 cans Tomato Catsup, as defined in the standard of identity for catsup, ketchup, catchup (21 CFR 155.194). U.S. Grade A-C. 6/#10 Cans per case. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 25.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	25	CS	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	Cayenne Pepper, Pounds Cayenne Pepper, Ground, Packaging: 1/2 oz to 50 lb. sealed containers, Packaging must indicate actual delivered weight of product, Pure Spice - no additives or extenders. All delivered product must be labeled with ingredients. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 15.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	15	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	Bran Flakes, by the pound Cereal, Prepared, Ready to Eat, Wheat, Bran Flakes, made from Whole grains or combination of whole and refined grains. (CID A-A 20000E, Type I, Class 5, Grain Composition a or b, Fiber 2), Sodium (a), Packaging type (vii), Agricultural practice (aa)). Bulk package range 12 to 40 lb case. Specify case weight on bid. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 1,000.000000	1,000	LB	$_____	$_____

	Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	Cereal: Oatmeal, Bulk, Pounds Cereal, Rolled Oats, Quick cooking, Unflavored, Any Style, Any container size (CID A-A-20090F, Type II, Flavor A, Style 1 - 3, Container size n) PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 1,000.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	1,000	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	Corn, 6-#10 Cans 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 per case. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 115.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	115	CS	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	Cornmeal, Pounds Corn Meal, Degermed (lower fat), Enriched, White or Yellow, Course Granulation (CID A-A-20066C, Type IV, Class C, Color 1 or 2, Granulation a, Agricultural practice a). PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 1,000.000000 Delivery Address:	1,000	LB	$_____	$_____

	Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	Cornstarch, Powdered, Pounds Corn Starch, Unmodified, regular, native or common, fine or coarse powder. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 400.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	400	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	Green Bean, 6-#10 Cans Vegetable, Beans, Green, Canned, Cut, Sliced Lengthwise, or French Style, Round Tye, Good to reasonably good character (A or B), Minimum drain weight 59 oz. U.S. Grade A-C. As defined in Food and Drug Standard of Identity 21 CFR 155.120. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada. 6/#10 cans per case. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 115.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	115	CS	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	Jalapenos, 6-10# Cans 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 per case. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 20.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue	20	CS	$_____	$_____

	Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	Mixed Vegetable, 6#10 Cans Vegetable, Mixed (5–7-way blend mix including carrots, potatoes, green beans, peas, corn, lima beans, and celery), Canned, With Salt, With Salt and onion flavoring, No Salt Added, Low Sodium, or Other. (CID A-A-20120F, Type I, Type II, Style A, B, C, D, or E; Container size 4). 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 per case. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 115.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	115	CS	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	Mushrooms, 6#10 Cans Vegetable, Mushrooms, Brown, Buttons, Sliced Whole, Random Sliced Whole, Sliced Buttons, or Stems and Pieces. Minimum drain weight 68 oz. U.S. Grade A, or U.S. Grade B. As defined in the definitions and standards of identity for canned mushrooms 21 CFR 155.201. 6/#10 cans per case. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 20.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	20	CS	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037	Mustard, Gallons Mustard, Prepared, Yellow (Salad Style). (CID A-A-20036D, Type I). 1 Gallon plastic containers. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 120.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue	120	GL	$_____	$_____

	Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038	Non-Fat Dry Milk, Pounds Non-Fat Dry Milk, Fortified with Vitamins A and D. (CID A-A-20085D, Type II, Class A, B, or C). PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 500.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	500	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039	Onion Powder, Pounds Spices, Onion Powder, Ground. Packaging must be Labeled with Ingredients and Actual Delivered Weight of Product. Texture - A Dry Medium Fine Granular Powder, Slightly Fibrous, Moisture - No More That 12%, Grade - Free from Foreign Matter. Pure Spice - no additives or extenders. All delivered product must be labeled with ingredients. 1/2 oz to 50 lb. sealed plastic containers or boxes. Note package size on bid. Note price by the pound. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 25.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	25	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	Paprika, Ground, Pounds-1 Spices, Paprika, Ground. (CID A-A-20001C, Type I, Spice V, Form 1, Agricultural practice (i)). 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 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 100.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue	100	LB	$_____	$_____

	Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	Parmesan Cheese, Pounds-1 Cheese, Parmesan or Parmesan and Romano Mixed, Grated, Italian Style, 12-1 lb containers per case PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 500.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	500	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	Pasta, Elbow Macaroni, Pounds Pasta, Macaroni, Elbow Form, Whole Wheat Blend, Whole Wheat, or Regular. (CID A-A-20062F, Type I, Style A, B, or C). Enrichment type (A). 1 lb. to 40 lb. sealed bags. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 1,000.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	1,000	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	Pasta, Rotini, Pounds Pasta, Macaroni, Rotini Form, Whole Wheat Blend, Whole Wheat, or Regular. (CID A-A-20062F, Type V, Style A, B, C, or D). Enrichment type (A). 1 lb. to 40 lb. sealed bags. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 500.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	500	LB	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	Pasta, Spaghetti, Pounds Pasta, Spaghetti, Long Form, Whole Wheat Blend, Whole Wheat, or Regular. (CID A-A-20062F, Type VI, Style A, B, or C). Enrichment type (A). Packaging: 1 lb. to 40 lb. sealed bags. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 2,000.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	2,000	LB	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	Peas, Green, 6-#10 Cans Vegetable, Peas, Sweet, Canned. U.S. Grade A - C. As defined in Food and Drug Standard of Identity 21 CFR 155.170. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada. 6/#10 cans per case. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 115.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	115	CS	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046	Pickles, Sliced, Gallons, 4-1 Gal per Case Pickles, sliced crosswise, crosscut or waffle cut style, Bulk, Dill, 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. Note package size on bid. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 25.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	25	CS	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0047	Pizza/Spag Sauce 6-#10 Cans Pizza Sauce, 6 /#10 cans per case, CID #A-A-20200. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 56.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	56	CS	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0048	Powdered Sugar by the pound Sugar, White (Refined), Powdered or Confectioners (CID A-A-20135E, Type I, Style C) PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 500.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	500	LB	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0049	Red Pepper, Ground, Pounds Spices, Pepper, Red, Ground or Crushed. (CID A-A-20001C, Type I, Spice Y, Form 1 or 3, Agricultural practice (i)). 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 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 25.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	25	LB	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0050	Rice, Bulk, Pounds Rice, U.S. Grade No. 1 or 2, Long Grain MILLED Rice, Parboiled Light	7,000	LB	$_____	$_____

	PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 7,000.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	Salsa Canned, 6-#10, Case Salsa, Ready-made, Mild Salsa, 6/#10 cans per case, CID A-A-20210D PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 15.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	15	CS	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	Shortening, by the pound Shortening, General Purpose, (CID A-A 20100D, Type I). The general-purpose shortening 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 general-purpose shortening may be processed by hydrogenation or interesterification. The product may contain antioxidants. Antifoaming agents must not be incorporated into the shortening. 50-pound block. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 300.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	300	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	Soy Sauce, 4-1 Gallon Case Sauce, Soy, Fermented or Non-Fermented, Reduced Sodium (CID A-A-20087D, Type I or IV), 4/1 Gallon Plastic Containers per case PSC: 8945	40	CS	$_____	$_____

Delivery Schedule:

Delivery Description:
Delivery Number: 1
Delivery After: 09/30/2026
Quantity: 40.000000

Delivery Address:
Federal Bureau of Prisons
FPC Yankton
1016 Douglas Avenue
Yankton, SD 57078
C. Sailer
(605) 665-3262
csailer@bop.gov

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054	Spinach, 6-#10 Cans Vegetable, Spinach, Cut leaf or Sliced, Chopped, 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 155.200. Originated from crops that have been 100 percent grown, processed, and packed in the United States or Canada, 6/#10 cans per case. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 115.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	115	CS	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0055	Taco Shells, 1 Each 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 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 13,600.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	13,600	EA	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0056	Tomato Paste, 6-#10 Cans Tomato, Paste, as defined in the standard of identity for tomato paste (21 CFR 155.191). Natural Tomato Soluble Solids ranging from extra heavy to medium concentration (28 to 39.3%). U.S. Grade A, U.S. Fancy, U.S. Grade C, or U.S. Standard. 6/#10 cans per case. PSC: 8945 **Delivery Schedule:**	30	CS	$_____	$_____

	Delivery Description: Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 30.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0057	Tomatoes, Diced, 6-#10 Cans Tomatoes, Canned, Diced, as defined in the standard of identity for canned tomatoes (21 CFR 155.190). U.S. Grade A – C, Average Drained weight of 54.7 to 63.5 ounces per #10 can. 6/#10 cans per case. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 30.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	30	CS	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0058	Turmeric, Pounds Turmeric powder (measured in pounds) requires a fine, free-flowing powder with a deep yellow to orange-yellow color, featuring a minimum particle size of 95% passing through a US #60 mesh sieve. Chemically, it must contain a minimum of 3.0% active curcumin content, a maximum moisture level of 10.0%, and a minimum volatile oil content of 2.5%. Microbiologically, the product must maintain a total plate count under 50,000 CFU/g and test completely negative for Salmonella and E. coli in 25-gram samples. To ensure safety and regulatory compliance, the powder must be certified non-GMO, free of major allergens, and contain absolutely no artificial additives, fillers, or irradiation. Finally, the product is packaged in 25-pound or 50-pound double-lined bulk bags or fiber drums, offering a 24-month shelf life when stored in a cool, dry environment shielded from direct light. PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 15.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	15	LB	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0059	Vinegar, Gallon	20	CS	$_____	$_____

	Vinegar, Cider or Distilled, 50 Grain Strength, 4/1 Gallon Containers per case PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 20.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0060	Whole Wheat Bakers Flour, Pounds Flour, All Purpose wheat flour, or Bakers Wheat Flour, Unbleached or Bleached. (CID A-A-20126H, Type I (Class 1-3), II (Class 1-2) or III (Class 1-5) VI, Style A or Style B, Protein level a-d, Packaging type 1) Size g-j, Agricultural practice i). PSC: 8945 **Delivery Schedule:** **Delivery Description:** Delivery Number: 1 Delivery After: 09/30/2026 Quantity: 3,000.000000 Delivery Address: Federal Bureau of Prisons FPC Yankton 1016 Douglas Avenue Yankton, SD 57078 C. Sailer (605) 665-3262 csailer@bop.gov	3,000	LB	$_____	$_____

Section 2 - Contract Clauses

Clauses By Full Text

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

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

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

"Subcontract" means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall 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).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause 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.

(e) 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) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

52.204-13 (DEV) System for Award Management-Maintenance (Oct 2018) (DEVIATION NOV 2025)

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

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as “CAGE code”); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as “NCAGE code”).

Unique Entity Identifier (UEI) means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) *Active registration*.

(1) The Contractor shall maintain an active Federal Government contracts registration in the System for Award Management (SAM) at https://www.sam.gov during contract performance and through final payment under this contract. To maintain an active registration in SAM, the Contractor shall review at least annually its registration in SAM and validate that the information is current, accurate, and complete.

(2) The Contractor is responsible for the currency, accuracy, and completeness of the information provided within SAM, and for any liability resulting from the Government’s reliance on inaccurate or incomplete information. Updating SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c) *Novation and change-of-name agreements*.

(1) If the Contractor has legally changed its business name or “doing business as” name (whichever is shown on the contract), or has transferred the assets used to perform the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in part 42 of the Federal Acquisition Regulation (FAR), the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to —

(i) Change the legal business name in SAM;

(ii) Comply with the requirements of FAR part 42; and

(iii) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with its written notification sufficient documentation to support the legally changed name.

(2) If the Contractor fails to comply with the requirements of paragraph (c)(1) of this clause, or fails to perform the agreement at paragraph (c)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(d) *Assignees*.

(1) The Contractor shall not change the legal business name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR part 32). Assignees shall be separately registered in SAM.

(2) Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(e) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(f) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. To update a CAGE code, the Contractor shall initiate the change by updating its SAM registration.

(g) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

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)

(a) *Definition*. As used in this clause—

Commercially available off-the-shelf (COTS) item

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless a compelling reason exists to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) *Subcontracts*. Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

52.209-10 (DEV) Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015) (DEVIATION NOV 2025)

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

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).

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.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, applicable law may prohibit the Government from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-3.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.212-4 (DEV) Terms and Conditions-Commercial Products and Commercial Services (Nov 2023) (DEVIATION NOV 2025)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *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.

(c) *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.

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

(e) *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 FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(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) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *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;

(D) Contractor point of contact; and

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

(5) *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 FAR part 33 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 FAR part 32).

(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 termination for cause.

(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 for interest credits prescribed in FAR part 32 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 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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 under this contract 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) *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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *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 Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(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 (s)(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.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

(u) *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)

52.222-19 (DEV) Child Labor-Cooperation with Authorities and Remedies (Jan 2025) (DEVIATION MAR 2026)

(a) *Applicability*. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

(1) Israel, and the anticipated value of the acquisition is $50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is $105,767 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.

(b) *Cooperation with Authorities*. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor

for Listed End Products, the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations*. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The suspending and debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

(End of clause)

52.222-36 (DEV) Equal Opportunity for Workers with Disabilities (Jun 2020) (DEVIATION DEC 2025)

(a) Equal opportunity clause. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-50 (DEV) Combating Trafficking in Persons (Oct 2025) (DEVIATION DEC 2025)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means-

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commerical sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item —

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as definied in 46.U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of a Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recuitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of the imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare costs or other modes of transporation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distibutor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 states, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fradulent practices during the recruitment of employees or offerring of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing termporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—

(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is—

(A) Legally permitted to remain the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work documents in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the emplyee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fee, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor must-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification*. (1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates this policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies*. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.* (1) The Contractor must, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide the timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investiagions, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privelege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privelege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*. (1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies suspectible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at *http://www.state.gov/j/tip/*.

(ii) A process for employees to report, without fear and retailiation, acivity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at *help@befree.org.*

(iii) A recuitment and wage plan that only permits the use of retirement companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing needs meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*. (i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevent contents of the compliance plan to each worker in writing.

(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts*. (1) The Contractor must include the substance of this clause, including this paragraph (i), in all

subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)

(a) *Definitions*. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.223-23 (DEV) Sustainable Products (May 2024) (DEVIATION DEC 2025)

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

Sustainable product means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/).

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) *Requirements*. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2) Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of clause)

52.225-1 (DEV) Buy American-Supplies (Oct 2022) (DEVIATION DEC 2025)

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

Commercially available off-the-shelf (COTS) item--

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Domestic end product means--

(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured end product mined or produced in the United States;

(ii) An end product manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(B) The end product is a COTS item; or

(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

End product means those articles, materials, and supplies to be acquired under the contract for public use.

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign end product means an end product other than a domestic end product.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item, except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

(End of clause)

52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)

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

"*Driving*"--

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Text messaging means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond 09/30/2026. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 09/30/2026, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-33 Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)

(a) *Method of payment*.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor's EFT information in the *SAM* is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers*.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(End of clause)

52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)

(a) Except as stated in paragraph (b) 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:

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

(2) 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.

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

(b) Paragraph (a) 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.

(End of clause)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

52.233-4 (DEV) Applicable Law for Breach of Contract Claim (Oct 2004) (DEVIATION NOV 2025)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

2852.212-4 Contract Terms and Conditions, Commercial Items (FAR Deviation) (NOV 2020)

When a commercial item is contemplated (using FAR part 12 procedures or otherwise) and the contract will include FAR 52.212-4, the following replaces subparagraph (g)(2); paragraph (h); subparagraph (i)(2); paragraph (s); and paragraph (u), Unauthorized Obligations, of the basic FAR clause, and adds paragraph (w), as follows:
(g)(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 act regulations at 5 CFR part 1315, as modified by subparagraph (i)(2), *Prompt payment,* of this clause.
* * * * *
(h) *Patent indemnity.* Contractor shall indemnify and hold harmless the Government and its respective affiliates, officers, directors, employees, agents, successors and assigns (collectively, “Indemnities”) from and against any and all liability and losses incurred by the Indemnities that are (i) included in any settlement and/or (ii) awarded by a court of competent jurisdiction arising from or in connection with any third party claim of infringement made against Indemnities asserting that any product or service supplied under this contract constitutes infringement of any patent, copyright, trademark, service mark, trade name or other proprietary or intellectual right. This indemnity shall not apply unless Contractor shall have been informed within a reasonable time by the Government of the claim or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. This indemnity also shall not apply to any claim unreasonably settled by the Government which obligates Contractor to make any admission or pay any amount without written consent signed by an authorized officer of Contractor, unless required by final decree of a court of competent jurisdiction.
* * * * *
(i)(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations (5 CFR part 1315), with the following modification regarding the due date: For the sole purpose of computing an interest penalty due the Contractor, the Government agrees to inspect and determine the acceptability of any supply delivered or service performed specified in the invoice within thirty (30) days of receipt of a proper invoice from the Contractor, after which time, if no affirmative action has been taken by the Government to accept such supply or service, the supply or service will be deemed accepted and payment due thirty (30) days from the date of deemed acceptance. If the Government makes the determination that the item delivered or service performed is deficient or otherwise unacceptable, or the invoice is otherwise determined not to be a proper invoice, the terms and conditions of this paragraph regarding prompt payment will apply to the date the Contractor corrects the deficiency in the item delivered or service performed or submits a proper invoice. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
* * * * *
(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, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts provisions of the basic FAR clause at 52.212-4, and the Unauthorized Obligations and Contractor's Commercial Supplier Agreements—Unenforceable Clauses provisions of JAR 2852.212-4.
(3) FAR 52.212-5.
(4) Other paragraphs of the basic FAR clause at 52.212-4, with the exception of paragraph (o), Warranty, and those paragraphs identified in this deviation of 52.212-4.
(5) Addenda to this solicitation, contract, or order, including contractor's Commercial supplier agreements incorporated into the contract.
(6) Solicitation provisions if this is a solicitation.
(7) Paragraph (o), Warranty, of the basic FAR clause at 52.212-4.

(8) The Standard Form 1449.
(9) Other documents, exhibits, and attachments.
(10) The specification.
* * * * *
(u) *Unauthorized obligations.*
(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract or order is subject to any Commercial supplier agreement that includes any language, provision, or 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 (see 31 U.S.C. 1341), the following shall govern:
(i) Any such language, provision, or 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 commercial supplier agreement. If the commercial supplier agreement is invoked through an "I agree" click box or other similar 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 language, provision, or clause is deemed to be stricken from the commercial supplier agreement and have no effect.
(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.
* * * * *
(w) *Commercial supplier agreements—unenforceable clauses.* When any supply or service acquired under this contract or order is subject to a contractor's commercial supplier agreement, the following shall be deemed incorporated into such agreement and modifies and replaces any similar language, provision, or clause in such agreement. As used herein, "this agreement" means any contractor commercial supplier agreement:
(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:
(i) *Applicability.* This agreement is a part of a contract between commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR part 12).
(ii) *End user.* This agreement shall bind the Government as end user but shall not operate to bind the Government employee or person acting on behalf of the Government in his or her personal capacity.
(iii) *Law and disputes.* This agreement is governed by Federal law.
(A) Any language, provision, or clause purporting to subject the U.S. Government to the laws of any U.S. state, territory, district, or municipality, or the laws of a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted and shall have no effect.
(B) Any language, provision, or clause requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted and shall have no effect.
(C) Any language, provision, or clause prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted and shall have no effect.
(iv) *Continued performance.* Notwithstanding any other provision in this agreement, if the Contractor believes the Government to be in breach of this contract, order, or agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d), Disputes, of FAR 52.212-4.
(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to the contract, order, or this agreement, (A) binding arbitration shall not be used unless otherwise specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute.
(vi) *Updating terms.*
(A) After award, the contractor may unilaterally revise terms if they are not material. Material terms are defined as:
(1) Terms that change Government rights or obligations;
(2) Terms that increase Government prices;
(3) Terms that decrease the overall level of service; or
(4) Terms that limit any other Government right addressed elsewhere in this contract.
(B) For revisions that materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.
(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provisions of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.
(vii) *Order of precedence.* Any Order of Precedence clause in any commercial supplier agreement is not enforceable against the Government. The applicable Order of Precedence for this contract, order, or agreement is FAR 52.212-4(s), as revised by JAR 2812.302 and 2852.212-4(s).

(viii) *No automatic renewals.* If any license or service tied to period payment is provided under this agreement (*e.g.,* annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by a properly warranted contracting officer, and any provision or term of any license or service purporting to provide for automatic renewal is unenforceable against the Government.
(ix) *Indemnification by the Government or end-user.* Any language, provision, or clause of this commercial supplier agreement requiring the Government or End-user to indemnify the commercial supplier or licensor is not enforceable against the Government.
(x) *Indemnification by the commercial supplier or licensor.* Any clause of this agreement requiring or permitting the commercial supplier or licensor to defend the Government as a condition of indemnifying the Government for any claim of infringement is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.
(xi) *Audits.* Any language, provision, or clause of this commercial supplier agreement permitting Contractor to audit the end user's compliance with this agreement is not enforceable against the Government. To the extent any language, provision or clause of this agreement permits Contractor to audit the Government's compliance under this contract, order, or agreement, such language, provision, or clause of this agreement is hereby stricken and replaced as follows:
“(A) If Contractor reasonably believes that the Government has violated the terms of this agreement with regard to the restrictions on authorized use and/or the number of authorized users, upon written request from Contractor, including an explanation of the basis for the request, DOJ will provide a redacted version of the Government's most recent Security Assessment and Authorization package (SAA) to Contractor on a confidential basis, so that Contractor may reasonably verify the Government's compliance with its obligations under this agreement. Contractor understands and agrees that the Government will remove or redact any information from the SAA that it reasonably believes may compromise (a) the security of the Government's information technology environment; (b) the confidentiality of any third-party proprietary or confidential information; (c) any confidential, sensitive law enforcement information; and (d) any other information that the Government believes may compromise a past, current, or prospective investigation, prosecution, or litigation. Notwithstanding the preceding, and subject to the Government's policies and procedures for such review, including but not limited to complying with all Government security requirements prior to being granted access to the Government's facilities, including the execution of appropriate confidentiality and/or non-disclosure agreements, the Government will arrange, upon Contractor's written request, for Contractor to view an un-redacted version of the SAA on Government premises. Contractor understands that Contractor will be provided a copy of the un-redacted SAA on Government premises only and that no un-redacted copy of the SAA, or any medium containing information relating to it, will be permitted to be removed from Government premises.
(B) The Contractor also understands and agrees that the Contractor shall make a request under this paragraph no more than on an annual basis and only during the period of the contract, and that any activities performed by Contractor under this clause will be performed at Contractor's expense, without reimbursement by the Government.
(C) Discrepancies found with regard to the restrictions on authorized use and/or the number of authorized users may result in a charge by Contractor to the Government. Any resulting invoice must comply with the proper invoicing and payment requirements specified in the contract. This charge, if disputed by the Government, will be resolved through the Disputes clause at 52.212-4(d); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.”
(xii) *Taxes or surcharges.* Any taxes or surcharges which the Contractor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.
(xiii) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under FAR 52.212-4 (b), Assignment.
(xiv) *Confidential information.*
(A) During the term of this contract or order, either party may identify information as “confidential information,” and there shall be no disclosure, dissemination, or publication of any such information except to the extent required for the performance of this contract or order and otherwise provided in this clause or by statute or regulation. Specifically, the parties agree that the party receiving confidential information may only disclose such information to its employees and contractors on a “need-to-know” basis to carry out the obligations of this contract or order, and that subcontractors performing under this Agreement are subject to the same stipulations provided in this provision. The parties also agree that this provision shall survive the termination of this contract or order, and any confidential information obtained or received which comes within these restrictions shall remain confidential, provided that the obligation to treat information as confidential shall not apply to information which is or becomes publicly available through no improper action of the receiving party; is or comes to be in the receiving party's possession independent of its relationship with the disclosing party; is developed by or becomes known to the receiving party without use of any confidential information of the disclosing party; or is obtained rightfully from a third party not bound by an obligation of confidentiality. Additionally, nothing in this contract or order shall restrict disclosure by the receiving party pursuant to any applicable law, including but not limited to the Freedom of Information Act, 5 U.S.C. 552, *et seq.,* or an order of any court of competent jurisdiction,

provided that in either such case the receiving party gives prompt notice to the disclosing party to allow the disclosing party to interpose an objection to such disclosure, take action to assure confidential handling of the confidential information, or take such other action as it deems appropriate to protect its confidential information.
(B) The Government considers and hereby identifies as confidential any and all information related to any inquiries and/or searches performed by the Government or by contractor at the Government's direction under this contract or order, including the subject of any such inquiry or search and any and all search terms, regardless of whether provided in writing or orally to Contractor, and Contractor agrees that it may only disclose such information to its employees and contractors on a “need-to-know” basis to carry out the obligations of this contract or order and that it will not share, reveal, divulge, disclose, disseminate, or publicize any such information to any third party except as provided in this provision without the prior written approval of the Contracting Officer. Contractor also understands and agrees that any subcontractors performing under this contract or order are subject to the same stipulations and that Contractor may be held responsible for any violations of confidentiality by a subcontractor.
(C) These provisions are consistent with and do not supersede, conflict with, or otherwise alter an employee's obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by Executive orders and statutory provisions relating to whistleblower protection are incorporated into this contract and are controlling.
(D) The Government may share the terms, conditions and prices set forth in this Order with, and provide a copy of the Order to, other Executive branch agencies of the U.S. Government, provided that the Government shall ensure that other Executive branch agencies to which it provides such information will be required to treat all such information consistent with terms and conditions set forth in this Order.
(E) Notwithstanding anything in this agreement, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this Order.
(xv) *Authorized users.* Authorized users may include full and part-time employees of the Government, including those working at or from remote locations, and contractors and contractor employees working within the scope of their contract with the Government, including those at or from remote locations.
(xvi) *Authorized use.* Authorized users are authorized to use the product or service acquired under this contract in performing business on behalf of the Government. Any information obtained or acquired by the Government under this contract may be used by the Government in the performance of Government business.
(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevails to the extent of such inconsistency.

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. <u>Government Records Training, Ownership, and Management</u>

(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)

Section 3 - List of Attachments

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