

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						1. REQUISITION NUMBER <div>5000001991</div>		PAGE 1 OF Page 1 of 26					
2. CONTRACT NO. <div></div>		3. AWARD/EFFECTIVE DATE <div>09/14/2023</div>		4. ORDER NUMBER <div></div>		5. SOLICITATION NUMBER <div>SV0131-23</div>		6. SOLICITATION ISSUE DATE <div>08/03/2023</div>					
7. FOR SOLICITATION INFORMATION CALL: <div></div>				a. NAME <div>Sharon Oliver</div>		b. TELEPHONE NUMBER (No collect calls) <div>202-305-3812</div>		8. OFFER DUE DATE/LOCAL TIME <div>08/24/2023</div> <div>2:00 PM</div>					
9. ISSUED BY CODE PEM1 <div>PETERSBURG SERVICE CENTER 1100 RIVER RD HOPEWELL VA 23860-1659</div>				10. THIS ACQUISITION IS <div><input checked="" type="checkbox"/> UNRESTRICTED OR SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A)</div>						NAICS: <div>325620</div> SIZE STANDARD: <div></div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <div><input checked="" type="checkbox"/> SEE SCHEDULE</div>		12. DISCOUNT TERMS <div></div>		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <div><input type="checkbox"/></div>		13b. RATING <div></div>							
15. DELIVER TO CODE PEM1 <div>PETERSBURG SERVICE CENTER 1100 RIVER RD HOPEWELL VA 23860-1659</div>				16. ADMINISTERED BY CODE PEM1 <div>PETERSBURG SERVICE CENTER 1100 RIVER RD HOPEWELL VA 23860-1659</div>									
17a. CONTRACTOR/OFFEROR CODE <div></div>		FACILITY CODE <div></div>		18a. PAYMENT WILL BE MADE BY CODE <div>UNICOR FPI CENTRAL ACCOUNTS PAYABLE PO BOX 11849 LEXINGTON, KY 40578-1849</div>									
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <div></div>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <div><input type="checkbox"/> SEE ADDENDUM</div>									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		See Section B 1620000135											
		(Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA UNICOR FUNDS 15X4500 FUNDS SHALL BE OBLIGATED BY INDIVIDUAL DELIVERY ORDERS AND NOT BY THE CONTRACT ITSELF								26. TOTAL AWARD AMOUNT (For Govt. Use Only) <div></div>					
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <div><input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED</div>													
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <div><input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED</div>													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND <div></div> DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						1		29. AWARD OF CONTRACT: REF. <div></div> OFFER DATED . <div></div> OUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <div></div>					
30a. SIGNATURE OF OFFEROR/CONTRACTOR <div></div>						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <div></div>							
30b. NAME AND TITLE OF SIGNER (Type or print) <div></div>				30c. DATE SIGNED <div></div>		31b. NAME OF CONTRACTING OFFICER (Type or print) Sharon Oliver				31c. DATE SIGNED 09/14/2023			

Header Text :

TERMS OF DELIVERY ARE F.O.B. DESTINATION TO:
UNICOR, Federal Prison Industries, Inc.
FCC Petersburg
1100 River Road
Hopewell, VA 23860
Location is subject to change.

Solicitation is issued as a 3 year, indefinite delivery-indefinite quantity (ID/ IQ) type contract.

SUBCONTRACTING PLAN: Large Businesses submitting a proposal are required to submit their subcontracting plan as part of their proposal by the scheduled closing date and time. Failure to submit a subcontracting plan may result in the proposal being found technically unacceptable and may not be considered for further evaluation.

SOLICITATION IS UNRESTRICTED

QUESTIONS PERTAINING TO THIS SOLICITATION WILL ONLY BE ADDRESSED IN WRITING VIA EMAIL TO: Sharon.oliver@usdoj.gov NO PHONE CALLS PLEASE. For a list, description and total estimated quantities of all items, refer to Section B.

Offerors who have NOT provided the items listed on this solicitation to UNICOR, Petersburg, in the past 12 months, are REQUIRED to submit one (1) each of the exact product you are bidding for the specific FPI stock number for technical evaluation to verify form, fit and function or other characteristics as appropriate of the material. Contractors are required to submit samples by August 24, 2023 at 2:00 pm Eastern time zone. All questions should be submitted in writing by August 11, 2023.

The shipping address for the samples is:

UNICOR, Federal Prison Industries / Petersburg
ATTN: Evonda Ward / Factory Manager.
1100 River Road
Hopewell, VA 23860.

Samples that are not received by the closing date and time will not be evaluated and the proposal will not be considered further for award. Please note solicitation SV0131-23 and your company's name/address on the packing slip for the material that is sent. Contractors are responsible for the total cost of the sample, including shipping of the material for evaluation.

UNICOR's desired delivery is 30 days or sooner after issuance of each delivery order. Vendors are required to provide their best manufacturing/delivery time for evaluation, and delivery schedule will be established at time of award. Delivery orders will be issued in accordance with 52.216-19.

Vendors shall submit signed and dated offers either by facsimile, or email. Facsimile number is 352-330-8081. Email address is Sharon.oliver@usdoj.gov.

Offers shall be submitted on the SF1449. OMB Clearance 1103-0018.

The date and time for receipt of proposals is August 24, 2023 at 2:00 pm, Eastern Time Zone. Offer must indicate Solicitation Number SV0131-23time specified for receipt of offer, name, address and telephone number of offeror, technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation, terms of any expressed warranty, price and any discount terms. Offer must include acknowledgment of all amendments, if any.

THE FOLLOWING INFORMATION IS REQUIRED TO BE COMPLETED BY THE OFFEROR:

SAM UNIQUE ENTITY NUMBER: _____

VENDOR'S POINT OF CONTACT: _____

VENDOR'S TELEPHONE & FAX NUMBER: _____

VENDOR'S EMAIL ADDRESS: _____

VENDOR'S BUSINESS SIZE (i.e. SMALL, LARGE, ETC.): _____

By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database (System Award Management) prior to submitting a proposal, during performance and through final payment of any contract resulting from this solicitation.

_____ Signature

The Administrative Contracting officer is Sharon.Oliver@usdoj.gov.

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

Item No.	SUPPLIES OR SERVICE	Quantity	U/M	UNIT PRICE	AMOUNT IN US\$	Delivery Date
00001	ADMKIT0001A .35-OZ.-SHAMPOO-PACKET	591,000	EA			08/31/2026
00002	ADMKIT0001B (CLEAR-CONTAINER)-.25-OZ.-SHAMPOO	31,000	EA			08/31/2026
00003	ADMKIT0002 TOOTHBRUSH-4132-TUFT*	72,000	EA			08/31/2026
00004	ADMKIT0003 5"-PLASTIC-COMB*	464,400	EA			08/31/2026
00005	ADMKIT0004A 2.75OZ_TOOTHPASTE	95,040	EA			08/31/2026
00006	ADMKIT0005A .25-OZ-SHAVING-CREAM-PACKET	264,000	EA			08/31/2026
00007	ADMKIT0006A .5-OZ-BATH-SOAP-WRAPPED	877,000	EA			08/31/2026
00008	ADMKIT0007A RAZOR-SINGLE-EDGE-DISPOSABLE	3,000,000	EA			08/31/2026
00009	ADMKIT0007B TWIN-BLADE-RAZOR-DISPOSABLE	1,080,000	EA			08/31/2026

00010	ADMKIT0007B	1,080,000	EA			08/31/2026
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TWIN-BLADE-RAZOR-DISPOSABLE

00011	ADMKIT0008	124,608	EA			08/31/2026
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1.5-OZ.-DEODORANT-ROLL-ON

00012	ADMKIT0008A	525,000	EA			08/31/2026
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SINGLE_USE-DEODORANT_CREAM_PKT(CLEAR)

00013	ADMKIT0009A	193,248	EA			08/31/2026
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MAXIPAD-REG

00014	ADMKIT0009B	166,250	EA			08/31/2026
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MAXIPAD-SUPER

00015	ADMKIT0009C	3,089,664	EA			08/31/2026
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MAXIPAD-REG-WINGS

00016	ADMKIT0009D	2,716,750	EA			08/31/2026
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MAXIPAD-SUPER-WINGS

00017	ADMKIT0009E	4,188,096	EA			08/31/2026
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PANTY-LINER-REG

00018	ADMKIT0009F	249,216	EA			08/31/2026
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PANTY-LINER-SUPER

00019	ADMKIT0010A	2,741,000	EA			08/31/2026
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TAMPON-REG-IND-WRAP

00020	ADMKIT0010B	2,379,500	EA			08/31/2026
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TAMPON-SUPER-IND-WRAP

00021	ADMKIT0011A	8,160	EA			08/31/2026
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2-OZ.-SHAMPOO-BOTTLE

00022	ADMKIT0012A	2,640	EA			08/31/2026
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4-OZ.-SHAMPOO-BOTTLE

00023	ADMKIT0013	25,584	EA			08/31/2026
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8-OZ.-SHAMPOO-BOTTLE

00024	ADMKIT0014	3,456	EA			08/31/2026
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HAIRBRUSH*

00025	ADMKIT0015	9,075	CS			08/31/2026
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3-OZ.-BATH-SOAP-WRAPPED

00026	ADMKIT0017A	488,880	EA			08/31/2026
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.85-OZ.ToothPASTE

00027	ADMKIT0017B	311,040	EA			08/31/2026
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(CLEAR-CONT.).85OZ.CLEAR-GEL-TOOTHPASTE

00028	ADMKIT0018	1,033,200	EA			08/31/2026
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0.6-OZ.ToothPASTE

00029	ADMKIT0019A	6,741	BOX			08/31/2026
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3-OZ.BATH-SOAP-UNWRAPPED

00030	ADMKIT0020	20,016	EA			08/31/2026
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1.6OZ_DEODORANT_STICK

00031	ADMKIT0021	395,712	EA			08/31/2026
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.5-OZ.-DEODORANT-STICK

00032	ADMKIT0022	483	CS			08/31/2026
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(CLEAR-CONT.).-5-OZ.-DEODORANT-STICK

00033	ADMKIT0025A	13,248	EA			08/31/2026
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0.85OZ_SHAVING_CREAM

ORDER NUMBER:

00034	ADMKIT0026A	32,112	EA			08/31/2026
3-OZ-SHAVING-GEL						
00035	ADMKIT0028	100,000	EA			08/31/2026
.35-OZ-HAND-LOTION						
00036	ADMKIT0029	2,759,040	EA			08/31/2026
SECURITY,SHORT-HANDLE-TOOTHBRUSH						
00037	ADMKIT0029A	200,000	EA			08/31/2026
SECURITY_FINGER_TIP_TOOTHBRUSH						
00038	ADMKIT0030	400,000	EA			08/31/2026
SECURITY-RAZOR-(SHORT-HANDLE)						
00039	ADMKIT0030A	266,000	EA			08/31/2026
RAZOR_WITH_COLOR_RAZOR_BLADE						
00040	ADMKIT0031	356,112	EA			08/31/2026
1.5-OZ.FLUORIDE-TOOTHPASTE						
00041	ADMKIT0032	27,360	EA			08/31/2026
2.25OZ_MEN'S_STICK_DEODORANT						
00042	ADMKIT0036A	486,000	EA			08/31/2026
INDIVIDUALLY_BAGGED_TOILET_TISSUE						
00043	ADMKIT0036B	315,000	EA			08/31/2026
SECURITY_UTENSIL						
00044	ADMKIT0036D	9,000	EA			08/31/2026
POLYPROPYLENE_SHOE_COVERS						
00045	ADMKIT0036E	77,040	EA			08/31/2026
SECURITY_FLEXIBLE_PENCIL						
00046	ADMKIT0037	516,600	BOX			08/31/2026
4-OZ-3-IN-1-SHAMPOO,SHAVE,BODY-WASH						
00047	ADMKIT0037A	5,898,000	EA			08/31/2026
.35-OZ-3-IN-1-SOAP-PACKET						

00048	ADMKIT0037B	72,768	EA			08/31/2026
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2OZ_ALL-IN-ONE_SHAMPOO,SHAVE,SOAP

00049	ADMKIT0042	1,186,000	EA			08/31/2026
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(CLEAR-CONT.)1.25OZ.SOAP-WRAPPED

00050	ADMKIT0042A	961,000	EA			08/31/2026
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SINGLE_USE-TOOTHPASTE_PACKET(CLEAR)

00051	ADMKIT0065	612,000	EA			08/31/2026
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C,32-TURF-SHORT/HANDLE-TOOTHBRUSH

Clauses :

PART I: INFORMATION

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; offers are being requested and a written solicitation will not be issued. The solicitation number is SV0131-23 and this solicitation is issued as a Request For Proposals (RFP). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-04. The North American Industry Classification System code is 325620 Toilet Preparation Manufacturing. This requirement is unrestricted. UNICOR, Federal Prison Industries, Inc., intends to enter into a three (3) year, indefinite delivery-indefinite quantity (ID/IQ) contract for the following commercial item(s): Admin Kit Items (Personal Hygiene).

SEE SECTION B FOR LIST OF ITEMS. ESTIMATED QUANTITY FOR THE LIFE OF CONTRACT IS THE QUANTITY LISTED IN SECTION B FOR EACH ITEM.

ITEMS WILL BE AWARDED INDIVIDUALLY. MORE THAN ONE ITEM MAY BE AWARDED TO ONE OFFEROR.

NOTICE TO GOVERNMENT WHEN CONTRACTOR(S) DELAYS:

In the event the contractor(s) encounter difficulty in meeting performance requirements, or when there is an anticipated difficulty in complying with the delivery terms or completion dates, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely delivery/performance of this contract, the contractor must immediately notify the Field Administrative Contracting Officers at UNICOR (Petersburg) or in writing, giving pertinent details. This information will not be construed as a waiver by the Government of the required delivery schedule, or the Governments rights to impose consideration against delinquencies or other remedies provided by this contract.

BEST COMMERCIAL CUSTOMER CATEGORY:

Contractor agrees that FPI is in the category of the most favored or best commercial customer category of the Contractor and as such, the Contractor will:

During the contract period, the Contractor shall report to the Contracting Officer all price reductions offered to the category of customers that are considered by the Contractor to be their most favored or best commercial customer.

1. A price reduction shall apply to purchases under this contract if, after the award date, the Contractor-

i) Revises downward its commercial catalog, price list, schedule, etc., to its best commercial customers (or category of customers) below the awarded price under this contract;

ii) Grants more favorable discounts or terms and conditions to its best commercial customers than those contained in this contract that would

result in prices below the awarded price under this contract, an/or

iii) Grants special discounts to its best commercial customer (or category of customers) that would result in prices lower than the awarded price under this contract.

2. The Contractor shall offer the price reduction to FPI with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date. All

Future requirements for these or similar items from this or other UNICOR factories may be added to the resulting contract if considered to fall within the scope of work and the price is determined to be fair and reasonable.

INVOICES ARE TO BE EMAILED (PREFERRED METHOD TO SUBMIT) TO:
Accounts.payable@usdoj.gov

Or INVOICES ARE TO BE MAILED TO:
UNICOR, Federal Prison Industries
Central Accounts Payable
P.O. Box 11849
Lexington, KY 40578-1849
ATTN: Supervisory Operating Accountant
PH: 1-800-827-3168

PART II: FAR CLAUSES

52.204-4, Printed or Copied Double-Sided on Recycled Paper, MAY 2011

52.211-16, Variation in Quantity (APR 1984) of five percent (5%) increase or zero percent (0%) decrease, applied to the quantity per line item in each delivery order;

52.212-4, Contract Terms and Conditions - Commercial Items (DEC 2022).

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (JUN 2023)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware,

Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

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

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

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

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note))

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

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

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

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2020) (Section 1553 of Pub. L. 111-5).

x (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved].

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

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

x (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note

x (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313). All contracts expected to exceed \$550,000 AND where offeror checked "has" in paragraph (b) of provision 52.209-7 indicating they have active Federal contracts and grants with total value greater than \$10,000,000

___ (10) [Reserved].

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C.657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3.

x (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a

___ (ii) Alternate I (Jan 2011) of 52.219-4.

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C.644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

____ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7. ____ (iii) Alternate II (Mar 2004) of 52.219-7.

 x_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2))

 x_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)). All over \$700,000 and subbing possible and required to include 52.219-8, except set asides and 8(a)

 ____ (ii) Alternate I (Nov 2016) of 52.219-9. Sealed bidding

 ____ (iii) Alternate II (Nov 2016) of 52.219-9. All negotiated where plan required with initial proposal

 ____ (iv) Alternate III (Jun 2020) of 52.219-9. Don't use - only for items not reported in FPDS-NG

 ____ (v) Alternate IV (Sep 2021) of 52.219-9. Use when incorporating a subcontracting plan due to a modification as provided for in 19.702(a)(3)

____ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).

 x_ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

 X_ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

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

____ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).

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

 X_ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2018) (E.O.13126).

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

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

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

 x_ (31) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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

 X_ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

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

 x_ (33) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

 x_ (34) 52.222-40, Notification of Employee Rights Under the National

Labor Relations Act (Dec 2010) (E.O. 13496).

_X (35) (i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

____ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989).

____ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). <http://www.epa.gov/epawaste/conserve/tools/cpg/products/index.htm>

____ (ii) Alternate I (May 2008) of 52.223-9

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

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

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

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

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

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

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

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

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

_x (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

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

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

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

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

____ (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83)

____ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

_x (50) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

___ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C.4505, 10 U.S.C.2307(f)). **

___ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).

X (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).

___ (58) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).

X (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).

___ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

x (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

___ (62) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

___ (iii) Alternate II (Feb 2006) of 52.247-64.

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

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

___ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

___ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

___ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792 (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not

contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(vii) 52.222-26, Equal Opportunity (Sept 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C.4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014)

(29 U.S.C.793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C.4212)
(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (Jan 2019)
(22 U.S.C. chapter 78 and E.O 13627).

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

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

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

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017)
(E.O. 13706).

(xix)

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

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

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States

(Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.216-18, Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through contract expiration date .

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized

in the Schedule

52.216-19, Order Limitation (a) minimum delivery order of 5 each for line item; (b) (1) max delivery order for single item in excess of 500 each for line item; (b) (2) any order for a combination of items in excess of 1000 each, contractor will not be obligated to honor. Contractor will not be obligated to honor a series of orders from the same ordering office, within a 15 day period that together call for quantities exceeding the maximum order limitations. However, the contractor shall honor orders exceeding the maximum order limitations unless the order(s) are returned to the ordering office within seven calendar days after issuance with a written statement expressing the contractor's intent not to ship.

52.216-22, Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 calendar days after contract validity end date;

52.217-9 Option to Extend the Term of the Contract (Mar 2000).

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed Three (3) Years and Six (6) months.

52.229-3 Federal, State, and Local Taxes. (Feb 2013);

52.232-18, Availability of Funds (APR 1984);

52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004);

52.246-15, Certificate of Conformance (APR 1984)

52.247-34, F.O.B. Destination, (Nov 1991) delivery shall be FOB destination to
UNICOR Distribution Warehouse ; FCC Petersburg
1100 River Road
Hopewell, VA 23860

52.252-2, Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
www.acquisition.gov

JAR 2852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JAN 1985)

(a) TBD, telephone TBD is hereby designated to act as Contracting Officer's Representative (COR) under this contract.

(b) The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payments.

(c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes in writing and signed.

2852.233-70 PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF JUSTICE (JAN 1998)

(a) The following definitions apply in this provision:

(1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.

(2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.

(3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(b) A protest filed directly with the Department of Justice must:

- (1) Indicate that it is a protest to the agency.
- (2) Be filed with the Contracting Officer.
- (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2):
 - (i) Name, address, facsimile number and telephone number of the protestor.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest.
- (c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
- (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
- (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protester for any legal fees related to the agency protest.
- (i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.

(k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.

PART III: PROVISIONS

52.204-7, System for Award Management (Oct 2018)

All unless contract awarded without providing for full and open competition due to unusual or compelling urgency

52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021) The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering

into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-26, Covered Telecommunications Equipment or Services-Representation (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c)

(1) Representation. The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its

offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

52.212-1, Instructions to Offerors - Commercial Items (OCT 2018);

52.212-2, Evaluation - Commercial Items (OCT 2014), significant evaluation factors are past performance, technical factors, delivery time and price. TECHNICAL FACTORS IS A GO/NO-GO AND WILL BE DETERMINED BY SAMPLES PROVIDED. Past performance and delivery time are significantly more important than price. Quality, delivery, and customer service will be evaluated under past performance. The Government may make award without discussions; therefore, the offeror's initial offer should contain their best pricing. Award will be based on the best value to the Government considering the evaluation factors listed above. Best value may be determined using tradeoffs among the evaluation factors, so that award may be made to other than the lowest-priced or highest technically-rated proposal. Please note that all offers which fail to furnish required representations and certifications or past performance information or reject the terms and conditions of the solicitation may be excluded from consideration for award;

52.212-3, Offeror Representations and Certifications - Commercial Items. (OCT 2018)

In accordance with FAR 4.1201(a), prospective contractors shall complete electronic annual representations and certifications at the System for Award Management (SAM) website (<https://www.sam.gov>) If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (u) of this provision. (b) Prospective contractors shall update the representations and certifications submitted to SAM.gov as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The representations and certifications are effective until one year from date of submission or update to SAM.gov. To make a change that affects only one solicitation, contractors are required to complete the appropriate sections of FAR 52.212-3(j) or 52.204-8, whichever is included in the solicitation. (see 4.1102) (a) Definitions. As used in this provision-

52.214-20 Bid Samples (APR 2002)

52.215-5, Facsimile Proposals (OCT 1997).

52.216-27, Single or Multiple Awards (OCT 1995);

52.222-22, Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

- (a) It _____ has, _____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It _____ has, _____ has not filed all required compliance reports;

and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25, Affirmative Action Compliance (Apr 1984)

The offeror represents that—

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

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

52.225-2, Buy American Certificate (FEB 2021)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

52.225-18, Place of Manufacture (AUG 2018).

(a) Definitions. As used in this provision—

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

- (1) FPSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry

Products;

- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

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

(2) ____ Outside the United States.

52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certification (AUG 2018)

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

_____www.acquisition.gov_____

PART IV: PROPOSAL SUBMISSION REQUIREMENTS

Each proposal package shall consist of the following completed and signed documents: SF1449, all amendments issued, three Business Management Questionnaires of recent and relevant contracts for the same or similar items in accordance with FAR 52.212-1(b)(10) for past performance evaluation, and a completed copy of FPI 1000K2 Subcontract Certification (large businesses only). Blank Business Management Questionnaire forms can be downloaded from SAM.GOV, and it is included with the posting on this site.

Any amendments issued to this solicitation shall be posted at SAM.GOV in the same manner as this solicitation and must be acknowledged by each offeror. Offeror must hold prices firm for 60 calendar days from the date specified for receipt of offers. Offers or modifications to offers received at the address specified for the receipt of offers after the exact time specified may not be considered.

Questions regarding this requirement may be addressed in writing to Sharon Oliver, at Sharon.oliver@usdoj.gov. are due by August 11, 2023. All FAR forms, clauses and provisions necessary to submit an offer may be accessed

at the following web site: <http://acquisition.gov/far>. This combined synopsis/solicitation and necessary forms are available on web site: <http://www.beta.sam.gov>.