

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER

PAGE 1 OF

Page 1 of 32

2. CONTRACT NO.

3. AWARD/EFFECTIVE
DATE

09/11/2023

4. ORDER NUMBER

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE
DATE

08/21/2023

7. FOR SOLICITATION
INFORMATION CALL:

a. NAME

Daniel McCauley

b. TELEPHONE NUMBER (No collect
calls)8. OFFER DUE DATE/
LOCAL TIME

09/22/2023

2:00 PM

9. ISSUED BY

CODE

COCO

UNICOR, FPI CENTRAL OFFICE
400 1ST ST NW
WASHINGTON DC 20534-000410. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR:☐ SMALL BUSINESS☐ WOMEN-OWNED SMALL BUSINESS☐ HUBZONE SMALL
BUSINESS☐ (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED☐ SMALL BUSINESS PROGRAM

NAICS:

☐ SERVICE-DISABLED☐ EDWOSB

336350

☐ VETERAN-OWNED☐ SMALL BUSINESS☐ 8 (A)

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINA-
TION UNLESS BLOCK IS
MARKED☐ SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A
RATED ORDER UNDER
DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☒ RFP

15. DELIVER TO

CODE

COCO

UNICOR, FPI CENTRAL OFFICE
400 1ST ST NW
WASHINGTON DC 20534-0004

16. ADMINISTERED BY

CODE

COCO

UNICOR, FPI CENTRAL OFFICE
400 1ST ST NW
WASHINGTON DC 20534-000417a. CONTRACTOR/
OFFEROR

CODE 391014499

FACILITY
CODEUNDETERMINED SOURCE
NA BLANK
WASHINGTON DC 20534

18a. PAYMENT WILL BE MADE BY

CODE

UNICOR FPI CENTRAL ACCOUNTS PAYABLE

PO BOX 11849

LEXINGTON, KY 40578-1849

TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN
OFFER18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK
BELOW IS CHECKED☐ SEE ADDENDUM19.
ITEM NO.20.
SCHEDULE OF SUPPLIES/SERVICES21.
QUANTITY22.
UNIT23.
UNIT PRICE24.
AMOUNTSee Section B
1620000146

(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)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA

☐ ARE☐ ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA

☐ ARE☐ ARE NOT ATTACHED28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN
COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND

1

29. AWARD OF CONTRACT: REF. OFFER

DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY
ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIEDDATED . OUR OFFER ON SOLICITATION
(BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE
SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

31c. DATE SIGNED

Daniel McCauley

09/11/2023

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLESTANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

Request for Quotation

Terms: DST

TERMS OF DELIVERY ARE F.O.B. DESTINATION TO:

UNICOR, Federal Prison Industries, Inc.
696 Muckerman Rd.
Bennettsville, SC 29512

Solicitation is issued as a one (1) year firm fixed price requirements type contract with 2 option years with Economic Price Adjustment for PCU336310336310 (Motor vehicle gasoline engine and engine parts mfg).

Offerors who do not agree with the Producer Price Index listed above are required to submit the price index that they believe is correct to the contracting officer at least five (5) calendar days prior to the due date for offers. The index submitted will be evaluated, and changed by amendment to the solicitation if necessary.

PPI # _____

QUESTIONS PERTAINING TO THIS SOLICITATION WILL ONLY BE ADDRESSED IN WRITING VIA EMAIL TO: daniel.mccauley2@usdoj.gov. NO PHONE CALLS PLEASE. Any and all questions pertaining to this solicitation must be received by 2:00 pm PST on 09/08/2023. Responses will be posted on sam.gov.

For a list, description and total estimated quantities of all items, refer to Section B.

UNICOR's desired delivery is 30 calendar days or sooner from receipt of each delivery order issued. Vendors are required to provide their best manufacturing/delivery time for evaluation which will be evaluated under technical factors as a go/no go. 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 email or overnight delivery (FedEx, UPS, etc.). Email is

Request for Quotation

daniel.mccauley2@usdoj.gov. Any of the overnight delivery carriers will be accepted with delivery to: 201 FCI Lane, Glenville, WV 26351 Attn: Daniel McCauley. Offers shall be submitted on the SF1449. OMB Clearance 1103-0018.

The date and time for receipt of proposals is 09/22/2023 at 2:00pm PST. Offer must indicate Solicitation No. EP2964-23, time 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:

VENDOR'S DUN & BRADSTREET NUMBER: _____

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 Daniel McCauley at daniel.mccauley2@usdoj.gov.

Request for Quotation

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Item No.</u>	<u>SUPPLIES OR SERVICE</u>	<u>Quantity</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT IN US\$</u>	<u>Delivery Date</u>
00001	ENG46	50	EA			09/30/2024

2010,F-150-4.6L-ENGINE

Ford 2010 f 150 4.6

Vendor Jasper Engines and Transmissions

Must be equivalent to model;

Ford 2010 F-150 4.6L

00002	TRAN0150	50	EA			09/30/2024
-------	----------	----	----	--	--	------------

2010,F-150-AUTO-TRANSMISSION-REBUILT

Vendor Jasper Engines and Transmissions

Must be equivalent to model;

Ford 2010 F-150 4R75W

Comes w/tc

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 EP2968-23 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 336350. This requirement is 100% set-aside for small business; small business size standard for this solicitation is 1,500 employees. UNICOR, Federal Prison Industries, Inc., intends to enter into a one year,

Request for Quotation

firm-fixed-price, requirements type contract with Economic Price

Adjustment with two option years for the following commercial item(s):

SEE SECTION B FOR LIST OF ITEMS

ALL ITEMS WILL BE AWARDED TO ONE OFFEROR. FAILURE TO SUBMIT AN OFFER ON

ALL ITEMS MAY PREVENT AN OFFER FROM BEING CONSIDERED FOR AWARD.

Any contract resulting from this solicitation will not be an obligation.

Funds will be obligated by delivery orders.

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 Gilmer 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 Government's rights to impose consideration against delinquencies or other remedies provided by this contract.

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

Request for Quotation

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.

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.

Must provide a one year minimum warranty.

Vendor must allow purchases utilizing a government purchase card with no additional costs to UNICOR.

Packaging shall comply with the specifications of ASTM D-3951-95, standard practice for commercial packages.

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

Or

INVOICES ARE TO BE EMAILED TO:

PART II: FAR CLAUSES

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

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 PRODUCTS AND COMMERCIAL SERVICES (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 products and commercial services:

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

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

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

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

(5) 52.232-40, 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

Request for Quotation

law or Executive orders applicable to acquisitions of commercial

products and commercial services:

[Contracting Officer check as appropriate.]

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

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

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

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

☐ (5) [Reserved].

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

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

☐ (8) 52.204-27, Prohibition on a ByteDance Covered Application (JUN
2023) (Section 102 of Division R of Pub. L. 117-328).

☒ (9) 52.209-6, Protecting the Government's Interest When
Subcontracting with Contractors Debarred, Suspended, or Proposed for
Debarment. (NOV 2021) (31 U.S.C. 6101 note).

☐ (10) 52.209-9, Updates of Publicly Available Information Regarding
Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (11) [Reserved].

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

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

☐ (14) [Reserved]

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

☐ (ii) Alternate I (Mar 2020) (52.219-6)

☐ (16) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov

Request for Quotation

2020) (15 U.S.C. 644).

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

___ (17) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).

___ (18) (i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

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

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

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

___ (v) Alternate IV (SEP 2021) of 52.219-9.

___ (19) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (Mar 2020) of 52.219-13.

X (20) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C.637(a)(14)).

___ (21) 52.219-16, Liquidated Damages-Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)(F)(i)).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

X (23) (i) 52.219-28, Post Award Small Business Program Representation (MAR 2023) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219-28.

___ (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

___ (25) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

___ (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

X (27) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

X (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

X (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).

X (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

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

Request for Quotation

☒ (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38

U.S.C. 4212).

☐ (ii) Alternate I (Jul 2014) of 52.222-35.

☒ (33) (i) 52.222-36, Equal Opportunity for Workers with Disabilities

(Jun 2020) (29 U.S.C.793).

☐ (ii) Alternate I (Jul 2014) of 52.222-36.

☒ (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.

4212).

☒ (35) 52.222-40, Notification of Employee Rights Under the National

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

☒ (36) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22

U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C.

chapter78 and E.O. 13627).

☐ (37) 52.222-54, Employment Eligibility Verification (MAY 2022).

(Executive Order 12989). (Not applicable to the acquisition of

commercially available off-the-shelf items or certain other types of

commercial items as prescribed in 22.1803.)

☐ (38) (i) 52.223-9, Estimate of Percentage of Recovered Material

Content for EPA-Designated Items (May 2008) (42 U.S.C.

6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially

available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C.

6962(i)(2)(C)). (Not applicable to the acquisition of commercially

available off-the-shelf items.)

☐ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming

Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

☐ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of

Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

☐ (41) (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.

☐ (42) (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.

☐ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY

2020) (42 U.S.C. 8259b).

☐ (44) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal

Request for Quotation

Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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

X (45) 52.223-18, Encouraging Contractor Policies to Ban Text

Messaging While Driving (Jun 2020) (E.O. 13513).

___ (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

___ (47) 52.223-21, Foams (Jun 2016) (E.O. 13693).

___ (48) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

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

___ (49) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

___ (ii) Alternate I (Oct 2022) of 52.225-1.

___ (50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade

Act (Dec 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C.

3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections

4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302,

109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

___ (ii) Alternate I [Reserved].

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

___ (iv) Alternate III (Jan 2021) of 52.225-3.

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

___ (50) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021)

(E.O.'s, proclamations, and statutes administered by the Office of

Foreign Assets Control of the Department of the Treasury).

___ (52) 52.225-26, Contractors Performing Private Security Functions

Outside the United States (Oct 2016) (Section 862, as amended, of the

National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302

Note).

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

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

___ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (NOV 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).

___ (57) 52.232-30, Installment Payments for Commercial Items (NOV 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).

Request for Quotation

☒ (58) 52.232-33, Payment by Electronic Funds Transfer-System for

Award Management (Oct 2018) (31 U.S.C. 3332). I

☐ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than

System for Award Management (Jul 2013) (31 U.S.C.3332).

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

☐ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C.

552a).

☐ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)

(15 U.S.C. 637(d)(13)).

☐ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag

Commercial Vessels (NOV 2021) (46 U.S.C. Appx. 1241(b) and 10 U.S.C.

2631).

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

☐ (iii) Alternate II (NOV 2021) of 52.247-64.

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

/// [Contracting Officer check as appropriate.]

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

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

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

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

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

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

☐ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (JAN 2022).

Request for Quotation

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022)

(E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit

Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

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

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial 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

Request for Quotation

Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain

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

(iii) 52.204-23, Prohibition on Contracting for

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

(iv) 52.204-25, Prohibition on Contracting for Certain

Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(vi) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15

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

(vii) 52.222-21, Prohibition of Segregated Facilities

(Apr 2015).

(viii) 52.222-26, Equal Opportunity (Sep 2015)

(E.O.11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Jun

2020) (38 U.S.C.4212).

(x) 52.222-36, Equal Opportunity for Workers with

Disabilities (Jun 2020) (29 U.S.C.793).

(xi) 52.222-37, Employment Reports on Veterans (Jun

2020) (38 U.S.C.4212).

(xii) 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.

(xiii) 52.222-41, Service Contract Labor Standards (Aug

2018) (41 U.S.C. chapter 67).

(xiv) (A) 52.222-50, Combating Trafficking in Persons

Request for Quotation

(NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

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

(xv) 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).

(xvi) 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).

(xvii) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (JAN 2022).

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

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

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

(xxi) 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).

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

(xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (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)

Request for Quotation

Alternate II (JUN 2023). As prescribed in 12.301 (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

- (i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and
- (ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

- (i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and
- (ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 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).

(D) 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).

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

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

request for Quotation

opportunities.

(G) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(H) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

(K) 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.

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

(M) __ (1) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

__ (2) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(N) 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).

(O) 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).

(P) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive Order 12989).

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

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

(S) __ (1) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

__ (2) Alternate I (JAN 2017) of 52.224-3.

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

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

(V) 52.232-40, Providing Accelerated Payments to Small Business

Request for Quotation

Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
(W) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
END OF CLAUSE

52.216-18, Ordering (AUG 2020).

(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.

52.216-21, Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in

Request for Quotation

accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 days calendar days after contract validity end.

(End of clause)

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)

With the original invoice, the vendor will furnish the original Certificate of Conformance that will be signed by the person who has certification authority with their title and position included. A copy

Request for Quotation

of this Certificate of Conformance and the packing slip will accompany each shipment. The furnishing of the Certificate of Conformance will be a condition of acceptance at destination and payment will not be made until it is received. Inspection and acceptance will be by FPI.

Awardee must maintain documented evidence that demonstrates the traceability of the materials that the Awardee provides for this contract/purchase order. The Awardee's Certificate of Conformance shall only be signed by the individual who is the Awardee's authorized Quality Representative, or acting Quality Representative.

52.247-34, F.O.B. Destination (Nov 1991). delivery shall be FOB destination to UNICOR

UNICOR, Federal Prison Industries, Inc.

696 Muckerman Rd.

Bennettsville, SC 29512

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_____

52.252-6, Authorized Deviation in Clauses (NOV 2020).

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Local Level Economic Price Adjustment clause (48 CFR Chapter 16) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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

(a) TBD, telephone TBD is hereby designated to act as Contracting

Request for Quotation

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

Request for Quotation

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

Request for Quotation

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.

Revised Local clause FPI 1000H1 Economic Price Adjustment

(a) Twelve (12) months after contract award date, and every twelve (12) months thereafter, contract prices for the succeeding twelve (12) month period may be adjusted in accordance with the change in PCU336310336310 Motor vehicle gasoline engine and engine parts manufacturing calculation method Producer Price Index using the simple percentage method described in the U.S. Department of Labor, Bureau of Labor Statistics "Escalation Guide for Contracting Parties, available at <http://www.bls.gov/ppi/ppiescalation.htm> (calculated as follows: index at time of calculation, divided by index at time base price was set, and the result multiplied by base price, equals adjusted price) IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST THIS ADJUSTMENT.

(b) Adjustments may be requested after the preliminary price index for the month of the anniversary of contract award has been published but not to exceed 90 days after the eligible adjustment date (i.e., anniversary of the contract award date). Requests that are made after the 90-day limit will not be honored and the contract pricing will not be adjusted. The contractor shall submit any requests for adjustments in writing to the contracting officer. Requests shall include a copy of the relevant index and must be within the allowed time period for adjustment. Any adjustments authorized as a result of the adjustment request will not be retroactive. The date the completed request is received by the contracting officer will be the effective date of any changes in price. Economic price increases will not be granted if the

Request for Quotation

contractor has any past due orders at time of request.

(c) The contractor also is required to request downward price adjustments. All downward adjustments will be retroactive to the authorized adjustment date as specified in this clause. If downward price adjustments are not requested and this is later revealed through audits or otherwise, the contractor shall reimburse the Government the amount overcharged plus interest. Interest will be computed at the rate set annually by the Secretary of the Treasury for late contract payments. Interest will accrue from the date the adjustment should have been made.

(d) In computing any price adjustment, the preliminary/first-published index for the month and year of contract award will be compared to the preliminary/first-published index for the contract anniversary month of the adjustment year. This index is not seasonally adjusted. If this index is temporarily unavailable or permanently discontinued, the contracting parties shall either use the index one level up (i.e., the broader index under which the selected index was listed) or agree in writing upon a substitute index.

(e) No adjustment shall be made if the referenced change is less than 2%. Total upward adjustment for the contract period, including any option periods, shall not exceed 10% of the original contract base price, based on the original or option period contract price; downward adjustments are not limited.

(f) Indices are available from [SOURCE/CONTACT INFO/WEB ADDRESS (for example "PPI data can be obtained from the Bureau of Labor Statistics website, by emailing the PPI at ppi-info@bls.gov, or by calling (202) 691-7705.)).

PART III: PROVISIONS

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

52.204-24, Representation Regarding Certain Telecommunications and Video

Request for Quotation

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

Request for Quotation

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);

Request for Quotation

(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 (NOV 2021). (

52.212-2, Evaluation - Commercial Items (OCT 2014). significant evaluation factors are past performance, technical factors, delivery time and price. The following factors will be combined to make up the "technical factors" in the preceding sentence: 30 day or less delivery and ability to meet specifications. Past performance and technical factors are significantly more important than price. Quality, delivery, and customer service will be evaluated under past performance. Delivery will be evaluated as a "Go" or "No Go" factor. 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. (Nov 2021)

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)

(End of provision)

52.215-6, Place of Performance (OCT 1997).

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY, STATE, COUNTY, ZIP CODE) „

NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

"

"

"

_____ "

_____ "]

52.217-5 Evaluation of Options (JULY 1990).

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.

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

52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certification (JUN 2020).

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 www.unicor.gov; click on Contracting Opportunities, place your cursor on About Procurement, then move your cursor over to Forms and click on it.

Any amendments issued to this solicitation shall be synopsisized 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

Request for Quotation

Daniel McCauley, at daniel.mccauley2@usdoj.gov. 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.fbo.gov>.