



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

UNICOR, Federal Prison Industries, Inc.  
McKean Cut and Sew  
6975 Route 59  
Lewis Run, PA 16738

Solicitation is issued as a three (3) year fixed price requirements type contract with one (1) base year and two (2) option years, and with an Economic Price Adjustment for PCU313310313310, Textile and Fabric Finishing Mills. 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.

SOLICITATION IS 100% SET-ASIDE FOR SMALL BUSINESS

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THESE ITEMS MUST BE BERRY AMENDMENT COMPLIANT, 100% USA DOMESTIC ONLY, MANUFACTURED ENTIRELY IN THE UNITED STATES OF AMERICA. THIS IS TO INCLUDE THE RAW MATERIALS.

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NON-MANUFACTURER RULE APPLIES: A recipient of a contract set-aside for small business, other than the actual manufacturer or processor, must provide the products of a small business.

The government reserves the right to request bid samples from all offerors in a competitive range prior to a contract award or request a sample from the awardee after contract award.

QUESTIONS PERTAINING TO THIS SOLICITATION WILL ONLY BE ADDRESSED IN WRITING VIA EMAIL TO: Aaron.Mitchell2@usdoj.gov. NO PHONE CALLS PLEASE.

Questions must be submitted not later than OCTOBER 19, 2023 at 2:00PM CST.

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 email to Aaron.Mitchell12@usdoj.gov.

Due to security considerations, do not send offers via U.S. mail. Offers shall be submitted on the SF1449. OMB Clearance 1103-0018.

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

The date and time for receipt of proposals is Thursday OCTOBER 26, 2023 at 2:00PM CENTRAL STANDARD TIME. Offer must indicate Solicitation No. CT2344-23, 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:

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 Aaron Mitchell at  
Aaron.Mitchell2@usdoj.gov

SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

| Item No. | SUPPLIES OR SERVICE | Quantity | U/M | UNIT PRICE | AMOUNT IN US\$ | Delivery D |
|----------|---------------------|----------|-----|------------|----------------|------------|
| 00001    | FAB1011             | 120,000  | YD  |            |                | 10/20/2024 |

TICKING,POLY,MAR/GRY,88"W,FABRIC

TICK,POLY,  
MAR/GRY,88"WIDTH  
UNICOR PART NUMBER: FAB1011  
DESCRIPTION:SATIN TICKING, 100% POLYESTER  
ADJECTIVE:TICK,POLY  
SIZE:88"WIDTH  
COLOR:RUBY,GREY  
UNIT/MEASURE: YD.

SATIN TICKING, 100 % POLYESTER SATIN  
KNIT CONSTRUCTION WIDTH: 88" (+2"/-0");  
WEIGHT: 3.2 OZ PER SQ  
YD (+/- 10%);  
COLOR: INMAN RUBY (WITHGREY FLORAL PATTERN).  
COLOR TO BE FAST AND INSOLUBLE.

MUST MEET THE FOLLOWING:  
A. ASTM F 1085-19, Standard Specification for Mattress and Box Springs  
for use in Berth in Marine Vessels  
B. 16 CFR PART 1632, Standard for the Flammability of Mattresses and  
Mattress Pads.  
C. IAW PPP-P-1134 Packaging Cotton, Cotton-Synthetic Fiber

PUT UP: 135 LINEAR YARDS WITH A PAPER TUBE CORE.  
TUBE CORE A MINIMUM OF 2" DIAMETER (I.D)

|       |         |        |    |  |  |            |
|-------|---------|--------|----|--|--|------------|
| 00002 | FAB0482 | 80,000 | YD |  |  | 10/20/2024 |
|-------|---------|--------|----|--|--|------------|

TICKING,POLY,88"W,BLUE FABRIC

TICK,POLY,88"W,PPP-P-1134

TICK,88"W\*

UNICOR PART NUMBER: FAB0482

DESCRIPTION: FABRIC, SATIN TICKING, 100% POLYESTER

ADJECTIVE:TICK, POLY

SIZE:88"WIDTH

COLOR:BLUE

U/MEASURE:YD.

SATIN TICKING 100% POLYESTER SATIN

KNIT CONSTRUCTION. WIDTH: 88" (+2"/-0");

WEIGHT: 3.2 OZ PER LINEAR YARD.

COLOR: BLUE (WITH GREY/WHITE FLORAL PATTERN).

COLOR TO BE FAST AND INSOLUBLE.

MUST MEET THE FOLLOWING:

A. ASTM F 1085-19, Standard Specification for Mattress and Box Springs

for use in Berth in Marine Vessels

B. 16 CFR PART 1632, Standard for the Flammability of Mattresses and

Mattress Pads.

C. IAW PPP-P-1134 Packaging Cotton, Cotton-Synthetic Fiber

PUT UP: 135 LINEAR YARDS WITH A PAPER TUBE CORE

TUBE CORE A MINIMUM OF 2" DIAMETER (I.D)

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 CT2344-23 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 2023-09. The North American Industry Classification System code is 313310. This requirement is 100% set-aside for small business; small business size standard for this solicitation is 1250 employees. UNICOR, Federal Prison Industries, Inc., intends to enter into a three (3) year, fixed-price, requirements contract with one (1) base year and two (2) option years, and with an Economic Price Adjustment for the following commercial item(s):

SEE SECTION B FOR LIST OF ITEMS

\*\*\*\*\*  
THESE ITEMS MUST BE BERRY AMENDMENT COMPLIANT, 100% USA DOMESTIC ONLY, MANUFACTURED ENTIRELY IN THE UNITED STATES OF AMERICA. THIS IS TO INCLUDE THE RAW MATERIALS.  
\*\*\*\*\*

NON-MANUFACTURER RULE APPLIES: A recipient of a contract set-aside for small business, other than the actual manufacturer or processor, must provide the products of a small business.

QUANTITIES ARE ESTIMATES ONLY

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 Contracting Officers at UNICOR 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.

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.

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.

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:  
Accounts.payable@usdoj.gov

## PART II: FAR CLAUSES

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

52.211-15, Defense Priority and Allocation Requirements (APR 2008);

52.211-16, Variation in Quantity (APR 1984) of (ten) percent (10%) increase or (10) percent (10%) 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 Products and Commercial Services (JAN 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 law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

  X   (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.)

X (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].

X (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).

X (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. 6101note).

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

\_\_\_ (11) [Reserved].

X 52.211-11 Liquidated Damages-Supplies, Services, or Research and Development (Sept 2000). (Full Text)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages not to exceed 5% per at time of delinquency. At that time a newly AGREED upon delivery date will be negotiated. If the vendor fails to meet the new delivery date, another 5% liquidated damage deduction will be taken.

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

\_\_\_ (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]

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

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

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

X (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)).

X (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.  
 \_X\_ (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.  
 \_X\_ (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.  
 \_X\_ (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).  
 \_X\_ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).  
 \_X\_ (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.)  
 \_X\_ (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 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).  
 \_X\_ (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)).
- \_X\_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- \_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C.3332).
- \_X\_ (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).
- \_X\_ (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).
- \_\_\_ (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 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 (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)

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 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 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

52.216-21, 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 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 calendar days after contract validity end.

(End of clause)

#### 52.217-7 Option for Increased Quantity—Separately Priced Line Item (MAR 1989)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days [60 days unless a different number of days is inserted] 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 5 (years).

#### 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (Full Text)

(a) Definition. As used in this clause—

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

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

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

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

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

Warning

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

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

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall-

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by-

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to [www.sam.gov](http://www.sam.gov), for FY17 and after-

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <http://www.epa.gov/snap>.

(End of clause)

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

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

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 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.

McKean Cut and Sew

6975 Route 59

Lewis Run, PA 16738

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](http://www.acquisition.gov) \_\_\_\_\_

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

(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 is hereby designated to act as Contracting Officer's Representative (COR) under this contract. (Full Text)

(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.

#### 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 PCU313310313310, Textile and Fabric Finishing Mills, 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 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, are (negotiable), based on the original or option period contract price; downward adjustments are not limited.

(f) Indices are available from the Bureau of Labor Statistics website, by emailing the PPI at [ppi-info@bls.gov](mailto:ppi-info@bls.gov), or by calling (202) 691-7705.

FPI 1000D, Packaging and Marking - Preservation, packaging, and marking for all items covered by this contract shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The contract number should be on or adjacent to the exterior shipping label. Each package received must be marked for type and quantity. A Certificate of Conformance must accompany each shipment.

All shipments should be labeled as follows:

- a. Vendor name
- b. Purchase Order number and/or Contract number
- c. Item description
- d. Item quantity and weight

e. Other pertinent information:

FPI 1000F1, Delivery Order - Orders shall customarily be made by phone, facsimile or electronically with subsequent written confirmation containing the following information:

- a. Date of order
- b. Contract number and order number
- c. Item number and description, quantity, and unit price
- d. Delivery or performance date
- e. Place of delivery
- f. Shipping instructions
- g. Accounting data
- h. Any other pertinent information

FPI 1000F2, TIME OF DELIVERY/DELIVERY SCHEDULE, Supplement: LCL APPR

16.505(a) and the clause located in FAR 52.216-18 entitled Ordering and included in Section I, of this contract, any supplies and/or services to be furnished under this contract shall be ordered by issuance of delivery orders by individuals listed below: all authorized personnel excluding the COR.

DELIVERY HOURS: Normal delivery hours are as follows: 7:30 am to 10:00 am & 11:15 am to 3:00 pm Monday through Friday, notwithstanding emergencies and Federal holidays. The delivery location may require an appointment in advance. Special instructions may be indicated on the purchase/delivery order as delivery hours may vary from facility to facility.

FPI 999.999-9 Business Management Questionnaire - This must be completed and provided with your offer. This is very important as it provides your past performance for like or similar items and capability to perform the requirement. Ensure the point of contact information on the form is correct and current.

To determine like or similar past performance capability within the last 3 years, a non-manufacturer offeror should provide this information for their U.S.A. manufacturer of the required item(s) in addition to providing the Business Management Questionnaire information for their own past performance.

The document can be downloaded at the following website:

[http://www.unicor.gov/fpi\\_contracting/about\\_procurement/forms](http://www.unicor.gov/fpi_contracting/about_procurement/forms)

The ACH Vendor Payment Enrollment Form is also available at this same website.

### PART III: PROVISIONS

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

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. - (Full Text)

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. -- (Full Text)

52.211-1, Availability of Specification Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (AUG1998)

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

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

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

52.211-2, Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST) (apr 2014)

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

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

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

(3) ASSISTdocs.com (<http://assistdocs.com>).

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

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

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

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

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 and price.

The following factors will be combined to make up the "technical factors" in the preceding sentence:

a) adherence to Berry Amendment complaint material

The following past performance factors will be combined to make up the overall past performance evaluation:

- a) quality of item supplied,
- b) on-time delivery,
- c) adherence to shipping instructions,
- d) customer service/business relations performance
- e) performed within the last three (3) years

Past performance that is similar or equal in scope (GSA or other federal agency prime contractor or sub-contractor past performance) will be considered more relevant to the agency. More relevant past performance will be considered performance with less risk potential to the agency. Past performance will be assessed through the use of the three (3) Business Management Questionnaires provided with your offer proposal. Price evaluation the offeror's price proposal will be evaluated for award purposes by adding the total price for base period requirements (base award) and all options when applicable. The government may determine that an offer is unacceptable if option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

**Total Evaluated Price:** Price analysis will be performed to determine the reasonableness of the offeror's price proposal. Reasonableness will be based on the total evaluated price. The total evaluated price will be calculated as the sum of the Contract Line Item Numbers (CLINs) unit/extended prices.

**Unrealistically Low or High Prices:** Unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has made an unrealistic proposal.

**Unbalanced Pricing:** Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment of 32 of 37 unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. The Government shall analyze offers to determine whether they are unbalanced with respect to separately priced line items or subline items. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

Past performance and technical factors 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. A best value award can be the lowest price/technically acceptable (LPTA) or a best value award that uses tradeoffs will be one other than an LPTA. UNICOR reserves the right to request bid samples including passing test reports before award. Samples are not required with proposal.

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 33 of 37 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)

52.215-5, Facsimile Proposals (OCT 1997). (By Reference)

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

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, o intends, o 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). (By Reference)

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 solicitation.

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

(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 (JUN 2020). (By Reference)

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

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

www.acquisition.gov

#### PART IV: PROPOSAL SUBMISSION REQUIREMENTS

PROPOSAL SUBMISSION REQUIREMENTS: Each proposal package shall consist of the following completed and signed documents:

(1) Completed Standard Form 1449, Solicitation/Contract/Order for Commercial Items, with the Section B pricing pages and all required clauses completed.

(2) Any/All Amendments issued,

(3) Three Business Management Questionnaires for contracts that are for similar or like items (this is your capability and past performance information).

(4) Completed DOJ-555, Credit Report Release.

(5) Completed 52.215-6, Place of Performance

Failure to provide all required documents may result in the proposal not being considered for award.

ALL CONTRACTORS MUST REGISTER in the SAM prior to award. For additional information and to register, go to [www.sam.gov](http://www.sam.gov).

ALL OFFERS ARE DUE BY Thursday, OCTOBER 26, 2023 at 2:00 PM Central Standard Time to the attention of Aaron Mitchell, Contracting Officer at [Aaron.Mitchell2@usdoj.gov](mailto:Aaron.Mitchell2@usdoj.gov). Offer must indicate Solicitation Number CT2344-23, name, address and telephone number of offeror.

EMAILED PROPOSALS WILL BE ACCEPTED. However it is the offeror's responsibility to confirm receipt of offer. Email address is [Aaron.Mitchell2@usdoj.gov](mailto:Aaron.Mitchell2@usdoj.gov).

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 modification to offers received at the address specified for the receipt of offers after the exact time specified may not be considered.

Questions regarding this solicitation may be addressed in writing only to Aaron Mitchell, at the following e-mail address: Aaron.Mitchell2@usdoj.gov, by close of business Thursday, October 19, 2023. NO PHONE CALLS PLEASE.

All FAR forms, clauses and provisions necessary to submit an offer may be accessed at the following web site: <http://acquisition.gov/far>.