



Terms: DST

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

UNICOR, Federal Prison Industries, Inc.,(Seagoville)  
2113 N Highway 175  
Seagoville, TX 75159-2237

Solicitation is issued as a firm-fixed price Definite Delivery/Definite  
Quantity type contract.

SOLICITATION IS 100% Set-Aside for Small Business.

SOLICITATION IS FOR NEW EQUIPMENT ONLY. PROPOSALS WITH USED EQUIPMENT  
WILL NOT BE CONSIDERED.

PRICING RECEIVED WILL BE VALID FOR 60 DAYS. OFFERORS AGREE TO HOLD  
PRICING FOR A 60 DAY PERIOD.

QUESTIONS PERTAINING TO THIS SOLICITATION WILL ONLY BE ADDRESSED IN  
WRITING VIA EMAIL TO: Aaron.Mitchell2@usdoj.gov. QUESTIONS MUST BE  
RECEIVED BY COB, on Thursday, January 05, 2022. NO PHONE CALLS PLEASE.

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

Delivery will be established at time of award.

Vendors shall submit signed and dated offers by standard mail or  
commercial delivery service (FedEx, UPS, etc.) only as follows:

UNICOR Greenville  
100 US HWY 40 <(>&<)>4th St  
Greenville, IL 62246  
ATTN: Aaron Mitchell, Contract Specialist - UNICOR

EMAILED PROPOSALS WILL BE ACCEPTED. However it is the offeror's  
responsibility to confirm receipt of offer. Email address is

Offers shall be submitted on the SF1449.

The date and time for receipt of proposals is Friday, January 06, 2022 at 2:00 PM central standard time. Offer must indicate Solicitation No. CT2328-23, 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 UNIQUE IDENTIFICATION NUMBER (UEI) \_\_\_\_\_

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 @  
Aaron.Mitchell2@usdoj.gov

**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  | CURTIS NXB30 OR EQUAL      | 1               | EA         |                   |                       | 02/07/2023           |
| 40 HP ROTARY SCREW AIR<br>COMPRESSOR BASE MOUNTED<br>230 VOLT<br>125PSI<br>173CFM<br>FNB30DDXX3JXXX  |                            |                 |            |                   |                       |                      |
| 00002  | MANCHESTER 200 GALLON      | 1               | EA         |                   |                       | 02/07/2023           |
| MANCHESTER 200 GALLON TANK OR EQUAL  |                            |                 |            |                   |                       |                      |
| 00003  | SHULTZ COMMERCIAL DRYE     | 1               | EA         |                   |                       | 02/07/2023           |
| SHULTZ COMMERCIAL DRYER FOR AIR OR EQUAL<br><br>INCLUDES BUILT ON BYPASS MANIFOLD  |                            |                 |            |                   |                       |                      |
| 00004  | SERVICE/LABOR              | 6               | EA         |                   |                       | 02/07/2023           |
| DELIVER/INSTALL/PLUMB INTO DRYER<br>AND TANK AND ITO EXISTING PLUMBING.<br>START-UP/ONLINE REGISTRATION/INSTRUCT EVERYONE<br>ON HOW TO OPERATE MACHINE |                            |                 |            |                   |                       |                      |

PLEASE READ THIS SOLICITATION IN ITS ENTIRETY

**PART I - INFORMATION**

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6 and 13.5 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

CT2328-23, and this solicitation is issued as a Request for Proposal (RFP). The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-01. The North American Industry Classification System code is 423830, Industrial Machinery and Equipment Merchant Wholesalers. This requirement is 100% set-aside Small Business. UNICOR, Federal Prison Industries, Inc. intends to enter into a firm fixed-price, Definite Delivery/ Definite Quantity type contract.

Product: Commercial Air Compressor-Brand Name or Equal

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.

The offer period for this acquisition is 60 days. Offerors agree to hold firm all price offers for 60 days from the proposal closing date.

NOTICE TO GOVERNMENT WHEN CONTRACTOR 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 Administrative Contracting Officer. 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.

INVOICES ARE TO BE MAILED TO:

UNICOR, Federal Prison Industries

Central Accounts Payable

P.O. Box 11849

Lexington, KY 40578-1849

PH: 1-800-827-3168

Or

INVOICES ARE TO BE EMAILED TO:

accounts.payable@usdoj.gov

TECHNICAL EVALUATION:

A technical evaluation will be performed by UNICOR's Textile Manufacturing Specialists on each piece of equipment proposed. The offered equipment will be given a rating of Best Offered, Acceptable, or Unacceptable. The rating will be based on the following: technical specifications of air compressor; determination of "equal" to brand name; history of issues/durability based on UNICOR's past purchases and use of proposed air compressor; parts availability; and warranty on air compressor.

Air compressor receiving an Unacceptable Rating will not be considered for award.

Descriptive literature must be included describing the proposed equipment in sufficient detail as to determine conformance with solicitation requirements.

PART II: FAR CLAUSES

52.212-4, Contract Terms and Conditions - Commercial Items (NOV 2021)

52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (OCT 2022)

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

(6) 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:

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

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

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 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].

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

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

\_X\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding

Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved].

\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

\_\_\_ (12) 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).

\_\_\_ (13) [Reserved]

\_X\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-6.

\_\_\_ (15)(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.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (17)(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.

\_\_\_ (18)(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.

\_\_\_ (19) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).

\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(ii)).

\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small  
Business Set-Aside (Oct 2022) (15 U.S.C. 657f).

\_X\_ (22)(i) 52.219-28, Post Award Small Business Program  
Rerepresentation (Oct 2022) (15 U.S.C. 632(a)(2)).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-28.

\_\_\_ (23) 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)).



\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

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

\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

\_X\_ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

\_X\_ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).

\_X\_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

\_X\_ (30)(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

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

\_\_\_ (31)(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\_ (32) (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.

\_\_\_ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

\_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_X\_ (35)(i) 52.222-50, Combating Trafficking in Persons (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. chapter 78 and E.O. 13627).

\_\_\_ (36) 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 products or commercial services as prescribed in FAR 22.1803.)

\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (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\_ (38) 52.223-11<(>,<)> Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

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

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

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

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

\_\_ (ii) Alternate I (Jun2014) of 52.223-14.

\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) ( 42 U.S.C. 8259b).

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

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

\_X\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

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

\_\_ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

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

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

\_X\_ (48)(i) 52.225-1, Buy American-Supplies (Oct 2022) ( 41 U.S.C. chapter 83).

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

\_\_ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Oct 2022)( 41 U.S.C.chapter83<(>,<)> 19 U.S.C. 3301 note<(>,<)> 19 U.S.C. 2112 note<(>,<)> 19 U.S.C. 3805 note<(>,<)> 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_ (ii) Alternate I (Jan 2021) of 52.225-3.

\_\_ (iii) Alternate II (Jan 2021) 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 (Oct 2019) (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. 2302Note).

\_\_\_ (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 (Nov2007) (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 Products and Commercial Services (Nov 2021) (41 U.S.C. 4505<(>,<)> 10 U.S.C. 2307(f)).

\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (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 (Oct2018) (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).

\_\_\_ (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. 55305 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 products and commercial services:

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 for Contractor Workers Under Executive

Order 14026 (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, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

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

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

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

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

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(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 (Oct 2015) (38 U.S.C.4212).

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

(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (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 (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).

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

(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 (Oct 2015) (E.O. 12989).

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

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (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 (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial

Vessels (Feb 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its 2080subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.216-20, Definite Quantity (OCT 1995) - applies until 60 days after contract validity end date.

52.247-34, F.O.B. Destination (NOV 1991)

Delivery shall be FOB destination to UNICOR, Federal Prison Industries located as follows:

UNICOR, Federal Prison Industries, Inc.,(Seagoville)

2113 N Highway 175

Seagoville, TX 75159-2237

"

"

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

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

\_\_\_\_\_www.acquisition.gov\_\_\_\_\_

Clause: FPI 1000D

Supplement: LCL APPR

PACKAGING AND MARKING (6)

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.

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

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

(a) The following definitions apply in this provision:

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

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

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

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

(1) Indicate that it is a protest to the agency.

(2) Be filed with the Contracting Officer.

(3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.

(5) Include the information required by FAR 33.103(d)(2):

(i) Name, address, facsimile number and telephone number of the protestor.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.

(vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest.



- (c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
- (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
- (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protester for any legal fees related to the agency protest.
- (i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
- (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.

## PART III: PROVISIONS

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

52.211-6, Brand Name or Equal (AUG 1999)

52.212-1, Instructions to Offerors - Commercial Items (NOV 2021)

52.212-2, Evaluation - Commercial Items (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

### 1. Past Performance

2. Technical - A technical evaluation will be performed by UNICOR's Textile Manufacturing Specialists on each piece of equipment proposed. The offered equipment will be given a rating of Best Offered, Acceptable, or Unacceptable. The rating will be based on the following: technical specifications of proposed machine; determination of "equal" to brand name; history of issues/durability based on UNICOR's past purchases and use of proposed air compressor; parts availability; and warranty on air compressor.

Air compressor receiving an Unacceptable Rating will not be considered for award.

Descriptive literature must be included describing the proposed equipment in sufficient detail as to determine conformance with solicitation requirements

### 3. Price

Past performance and technical capabilities, when combined, are significantly more important than price.

Tradeoff Process: It may be in the Government's best interest to consider award to other than the lowest priced offeror or other than the highest technical rated offeror. This process may include tradeoffs among cost/price and non-cost factors and allows the Government to accept other than the lowest priced proposal if the perceived benefits of the higher priced proposal are determined to merit the additional cost.

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;

The evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. UNICOR is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment.

Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response - or lack thereof - will be taken into consideration. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than an offeror whose record is acceptable.

Conclusions reached about overall quality of the offeror's past performance will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered most advantageous to the Government. In the case of an

offeror without a record of relevant past performance, or for whom information on past performance is not available, the offeror will receive a "Neutral" rating - neither favorable nor unfavorable.

#### 52.212-3, Offeror Representations and Certifications - Commercial Items.

(OCT 2022)

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 (v) 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)

#### 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.

#### 52.222-25, Affirmative Action Compliance (Apr 1984)

The offeror represents that-

(a) It \_\_\_\_ has developed and has on file, \_\_\_\_ has not developed and does not have on file, at each establishment, affirmative action

programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

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

52.225-2 Buy American Certificate.

As prescribed in 25.1101(a)(2), insert the following provision:

Buy American Certificate (Oct 2022)

- (a)
- (1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.
- (2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".
- (3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(b) Foreign End Products:

- (4) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."
- Line Item No.,Country of Origin,,Exceeds 55% domestic content (yes/no)

“

\_\_\_\_\_”

\_\_\_\_\_”

\_\_\_\_\_”

[List as necessary]

(c) Domestic end products containing a critical component:

Line Item No. \_\_\_\_

[List as necessary]

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

(End of provision)

”

”

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

”

52.252-1, Solicitation Provisions Incorporated by Reference (FEB 1998)

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

\_\_\_\_\_www.acquisition.gov\_\_\_\_\_

FPI 999.999-9, BUSINESS MANAGEMENT QUESTIONNAIRE

Supplement: LCL APPR

INSTRUCTIONS: Offerors must identify previous federal, state, and local governments and private contracts that have been completed or active contracts with significant delivery orders placed against it and that are similar to the contract being evaluated. (List at least three (3)

no more than five (5) contracts for evaluation)

(One contract reference per form. Form may be duplicated)

NOTE: If UNICOR contracts have been performed, list those first.

FORM IS LINKED TO SOLICITATION IN FEDERAL BUSINESS OPPORTUNITIES

(Business Management Questionnaire)

#### 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).
- (5) Completed Credit Release Form
- (6) Air Compressor Information and Descriptive Literature for each compressor offered

For reference, all FAR clauses can be found online at [www.acquisition.gov/far](http://www.acquisition.gov/far)

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 PERTAINING TO THIS SOLICITATION WILL ONLY BE ADDRESSED IN WRITING VIA EMAIL TO: [Aaron.Mitchell2@usdoj.gov](mailto:Aaron.Mitchell2@usdoj.gov). QUESTIONS MUST BE RECEIVED BY COB, THURSDAY, JANUARY 5, 2022. NO PHONE CALLS PLEASE.

ALL OFFERS ARE DUE BY FRIDAY, JANUARY 6, 2022, at 2:00 PM CST. Offer  
must indicate Solicitation Number CT2328-23, name, address and telephone  
number of offeror. Vendors shall submit signed and dated offers by  
commercial delivery service (FedEx, UPS, etc.) only as follows:

UNICOR Greenville

100 US HWY 40 & 4th St

Greenville, IL 62246

ATTN: Aaron Mitchell, Contract Specialist - UNICOR Warehouse

OR

EMAILED PROPOSALS WILL BE ACCEPTED. However it is the offeror's  
responsibility to confirm receipt of offer. Email address is

Aaron.Mitchell2@usdoj.gov