SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF
	Page 1 of 71

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
	06/25/2026		CT2388-26	06/25/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Adam Mccammack		07/22/2026 2:00 PM

9. ISSUED BY CODE COCO

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

10. THIS ACQUISITION IS
- [ ] UNRESTRICTED OR
- [x] SET ASIDE: 100% FOR:
- [x] SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] HUBZONE SMALL BUSINESS
- [ ] EDWOSB
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] 8 (A)

NAICS: 339993

SIZE STANDARD: 750 Emp

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
[X] SEE SCHEDULE		[x]	D0C9	[●] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE COCO

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

16. ADMINISTERED BY CODE COCO

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

17a. CONTRACTOR/ OFFEROR CODE 391014499 FACILITY CODE

UNDETERMINED SOURCE
NA BLANK
WASHINGTON DC 20534

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE

UNICOR FPI CENTRAL ACCOUNTS PAYABLE
PO BOX 11849
LEXINGTON, KY 40578-1849

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

[ ] 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Section B 1620000381				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

UNICOR FUNDS 15X4500 FUNDS SHALL BE OBLIGATED BY INDIVIDUAL DELIVERY ORDERS AND NOT BY THE CONTRACT ITSELF

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
		Adam Mccammack	06/25/2026

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

TERMS OF DELIVERY ARE F.O.B. DESTINATION TO: UNICOR, Federal Prison Industries, Inc.

YAZOO CUT AND SEW MEDIUM
2225 HALEY BARBOUR PKWY
Yazoo, MS
39194

YAZOO CUT AND SEW LOW
2225 HALEY BARBOUR PKWY
Yazoo, MS
39194

TERRE HAUTE TEXTILE MILL
4200 BUREAU RD NORTH
Terre Haute, IN
47802

Solicitation is issued as a base + 4 option years, fixed price indefinite delivery-indefinite quantity type contract with an Economic Price Adjustment for NAICS 339993 – Fastener, Button, Needle, and Pin Manufacturing.

PPI #PCU339993339993

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 SMALL BUSINESS.

****
ITEMS MUST BE BERRY AMENDMENT COMPLIANT, DOMESTIC USA ONLY. NO FOREIGN ITEMS OR COMPONENTS ARE ACCEPTABLE. FABRIC MUST BE COMPLIANT WITH DFARS 252.225-7012, PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES.
****

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 (FAR

14.02-4) from all offerors in a competitive range prior to a contract award or request a sample from the awardee after contract award.

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.

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

QUESTIONS PERTAINING TO THIS SOLICITATION WILL ONLY BE ADDRESSED IN WRITING VIA EMAIL TO: adam.mccammack@usdoj.gov. NO PHONE CALLS PLEASE. DEADLINE FOR ALL QUESTIONS IS July 15, 2026

EMAILED PROPOSALS WILL BE ACCEPTED. However, it is the offeror's responsibility to confirm receipt of offer. Email address is adam.mccammack@usdoj.gov.

Due to logistics and security, do not send offers via U.S. mail.

UNICOR's desired delivery is 45 days or sooner after issuance of each delivery order. Vendors are required to provide their best manufacturing/delivery time for evaluation, and delivery schedule will be established at time of award.

INITIAL DELIVERY_____

SUBSEQUENT DELIVERY_____

The date and time for receipt of proposals is Wednesday, July 22, at 2:00 PM CST. Offer must indicate Solicitation No. CT2388-26, 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 Entity Identifier (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 prior to award, during performance, and through final payment of any contract resulting from this solicitation.

_____
Signature

The Administrative Contracting Officer is Adam McCammack at adam.mccammack2@usdoj.gov

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

Item No.	SUPPLIES OR SERVICE	Quantity	U/M	UNIT PRICE	AMOUNT IN US$	Delivery Date
00001	BUK0002	325,000	EA			07/29/2027

MALE-BUK,SIDE-REL,1",SURFACE,TAN-499

MALE BUCKLE,SIDE RELEASE, 1", FOR SURFACE MOUNT, TAN-499

COLOR:TAN -499

SPECIFICATION: I.A.W. PARA. 3.6.9.2 OF GL-PD-05-03C Dated May 13,2015

AND DRAWING 2-6-239

TO BE USED WITH:

BUK0075 1" FEMALE SURFACE MOUNT BUCKLE

BUK0076 BACKPLATE-BUK,SURFACE,MOUNT,TAN-499

U/M: EACH

UNICOR PART: BUK0002

VENDOR: HOMA INDUSTRIES OR EQUIVALENT

VENDOR PART # 8781-TN499 1" MALE H.DUTY MOLLE BUCKLE TAN-499 OR

EQUIVALENT

MATERIAL MUST BE COMPLIANT WITH DFARS 252.217-7026 IDENTIFICATION OF

SOURCES OF SUPPLY.

MATERIAL MUST BE COMPLIANT WITH DFARS 252.225-7012 PREFERENCE FOR

CERTAIN DOMESTIC COMMODITIES.

SPECTRAL REFLECTANCE IS REQUIRED AND MUST MEET REQUIREMENTS STATED IN

GL-PD-05-03C, 05/13/2015, PARAGRAPH 4.4.1.

CERTIFICATE OF CONFORMANCE IS REQUIRED.

MALE-BUK,SIDE-REL,1",ACETAL,TAN-499

CERTIFICATE OF CONFORMANCE IS REQUIRED

00002	BUK0002	325,000	EA			07/29/2027

MALE-BUK,SIDE-REL,1",SURFACE,TAN-499

MALE BUCKLE,SIDE RELEASE, 1", FOR SURFACE MOUNT, TAN-499

COLOR:TAN -499

SPECIFICATION: I.A.W. PARA. 3.6.9.2 OF GL-PD-05-03C Dated May 13,2015

AND DRAWING 2-6-239

TO BE USED WITH:

BUK0075 1" FEMALE SURFACE MOUNT BUCKLE

BUK0076 BACKPLATE-BUK,SURFACE,MOUNT,TAN-499

U/M: EACH

UNICOR PART: BUK0002

VENDOR: HOMA INDUSTRIES OR EQUIVALENT

VENDOR PART # 8781-TN499 1" MALE H.DUTY MOLLE BUCKLE TAN-499 OR

EQUIVALENT

MATERIAL MUST BE COMPLIANT WITH DFARS 252.217-7026 IDENTIFICATION OF

SOURCES OF SUPPLY.

MATERIAL MUST BE COMPLIANT WITH DFARS 252.225-7012 PREFERENCE FOR

CERTAIN DOMESTIC COMMODITIES.

SPECTRAL REFLECTANCE IS REQUIRED AND MUST MEET REQUIREMENTS STATED IN

GL-PD-05-03C, 05/13/2015, PARAGRAPH 4.4.1.

CERTIFICATE OF CONFORMANCE IS REQUIRED.

MALE-BUK,SIDE-REL,1",ACETAL,TAN-499

CERTIFICATE OF CONFORMANCE IS REQUIRED

00003	BUK0014	3,000	EA			07/29/2027

P/N5432/5433,DOUBLE-RELEASE-DELRIN-BELT*

BUCKLE, BLACK, 2"W

VERIFIED-HAYSTACK

UNICOR PART NO:BUK0014

DESCRIPTION: BUCKLE, DOUBLE RELEASE

PROCUREMENT SPEC: 101-1200

UNIT OF MEASURE: EA

A CERTIFICATE OF CONFORMANCE SHALL

ACCOMPANY OR PRECEDE EACH SHIPMENT OF

MATERIAL. FAILURE TO SUPPLY THIS

DOCUMENT SHALL BE CAUSE FOR REJECTION OF

SHIPMENT.

COMMERCIAL ITEM UNLESS MILITARY SPECIFICATIONS ARE

REFERENCED

00004	BUK0018	150,000	EA			07/29/2027

BUCKLE-SIDE-RELEASE,1",PLASTIC,BLACK

1" black side release AAP-SR1-NEW-H P/N

00005	BUK0075	325,000	EA			07/29/2027

FEMALE-BUK,SIDE-REL,1",SURFACE,TAN-499

FEMALE BUCKLE,SIDE RELEASE, 1", FOR SURFACE MOUNT, TAN-499

COLOR:TAN -499

SPECIFICATION: I.A.W. PARA. 3.6.9.2 OF GL-PD-05-03C Dated May 13,2015

AND DRAWING 2-6-239

TO BE USED WITH:

BUK0002 1" MALE SURFACE MOUNT BUCKLE

BUK0076 BACKPLATE-BUK,SURFACE,MOUNT,TAN-499

U/M: EACH

UNICOR PART: BUK0075

VENDOR: HOMA INDUSTRIES OR EQUIVALENT

VENDOR PART # 5707-TN499 1" FEMALE SURFACE MOUNT BUCKLE TAN-499 OR

EQUIVALENT

MATERIAL MUST BE COMPLIANT WITH DFARS 252.217-7026 IDENTIFICATION OF

SOURCES OF SUPPLY.

MATERIAL MUST BE COMPLIANT WITH DFARS 252.225-7012 PREFERENCE FOR

CERTAIN DOMESTIC COMMODITIES.

SPECTRAL REFLECTANCE IS REQUIRED AND MUST MEET REQUIREMENTS STATED IN

GL-PD-05-03C, 05/13/2015, PARAGRAPH 4.4.1.

CERTIFICATE OF CONFORMANCE IS REQUIRED.

FEMALE-BUK,SIDE-REL,1",ACETAL,TAN-499

CERTIFICATE OF CONFORMANCE IS REQUIRED

00006	BUK0075	325,000	EA			07/29/2027

FEMALE-BUK,SIDE-REL,1",SURFACE,TAN-499

FEMALE BUCKLE,SIDE RELEASE, 1", FOR SURFACE MOUNT, TAN-499

COLOR:TAN -499

SPECIFICATION: I.A.W. PARA. 3.6.9.2 OF GL-PD-05-03C Dated May 13,2015

AND DRAWING 2-6-239

TO BE USED WITH:

BUK0002 1" MALE SURFACE MOUNT BUCKLE

BUK0076 BACKPLATE-BUK,SURFACE,MOUNT,TAN-499

U/M: EACH

UNICOR PART: BUK0075

VENDOR: HOMA INDUSTRIES OR EQUIVALENT

VENDOR PART # 5707-TN499 1" FEMALE SURFACE MOUNT BUCKLE TAN-499 OR

EQUIVALENT

MATERIAL MUST BE COMPLIANT WITH DFARS 252.217-7026 IDENTIFICATION OF

SOURCES OF SUPPLY.

MATERIAL MUST BE COMPLIANT WITH DFARS 252.225-7012 PREFERENCE FOR

CERTAIN DOMESTIC COMMODITIES.

SPECTRAL REFLECTANCE IS REQUIRED AND MUST MEET REQUIREMENTS STATED IN

GL-PD-05-03C, 05/13/2015, PARAGRAPH 4.4.1.

CERTIFICATE OF CONFORMANCE IS REQUIRED.

FEMALE-BUK,SIDE-REL,1",ACETAL,TAN-499

CERTIFICATE OF CONFORMANCE IS REQUIRED

00007	BUK0076	325,000	EA			07/29/2027

BACKPLATE-BUK,SURFACE,MOUNT,TAN-499

BACKPLATE,BUCKLE,SIDE RELEASE, 1", FOR SURFACE MOUNT, TAN-499

COLOR:TAN -499

SPECIFICATION: I.A.W. PARA. 3.6.9.2 OF GL-PD-05-03C Dated May 13,

2015 AND DRAWING 2-6-239

TO BE USED WITH:

BUK0075 1" FEMALE SURFACE MOUNT BUCKLE

BUK0002 1" MALE SURFACE MOUNT BUCKLE

U/M: EACH

UNICOR PART: BUK0076

VENDOR: HOMA INDUSTRIES OR EQUIVALENT

VENDOR PART # 7640-TN499 1" BACKPLATE TAN-499 OR EQUIVALENT

MATERIAL MUST BE COMPLIANT WITH DFARS 252.217-7026 IDENTIFICATION OF

SOURCES OF SUPPLY.

MATERIAL MUST BE COMPLIANT WITH DFARS 252.225-7012 PREFERENCE FOR

CERTAIN DOMESTIC COMMODITIES.

SPECTRAL REFLECTANCE IS REQUIRED AND MUST MEET REQUIREMENTS STATED IN

GL-PD-05-03C, 05/13/2015, PARAGRAPH 4.4.1.

CERTIFICATE OF CONFORMANCE IS REQUIRED.

BACKPLATE-BUK,SURFACE,MOUNT,TAN-499

CERTIFICATE OF CONFORMANCE IS REQUIRED

00008	BUK0076	325,000	EA			07/29/2027

BACKPLATE-BUK,SURFACE,MOUNT,TAN-499

BACKPLATE,BUCKLE,SIDE RELEASE, 1", FOR SURFACE MOUNT, TAN-499

COLOR:TAN -499

SPECIFICATION: I.A.W. PARA. 3.6.9.2 OF GL-PD-05-03C Dated May 13,

2015 AND DRAWING 2-6-239

TO BE USED WITH:

BUK0075 1" FEMALE SURFACE MOUNT BUCKLE

BUK0002 1" MALE SURFACE MOUNT BUCKLE

U/M: EACH

UNICOR PART: BUK0076

VENDOR: HOMA INDUSTRIES OR EQUIVALENT

VENDOR PART # 7640-TN499 1" BACKPLATE TAN-499 OR EQUIVALENT

MATERIAL MUST BE COMPLIANT WITH DFARS 252.217-7026 IDENTIFICATION OF

SOURCES OF SUPPLY.

MATERIAL MUST BE COMPLIANT WITH DFARS 252.225-7012 PREFERENCE FOR

CERTAIN DOMESTIC COMMODITIES.

SPECTRAL REFLECTANCE IS REQUIRED AND MUST MEET REQUIREMENTS STATED IN

GL-PD-05-03C, 05/13/2015, PARAGRAPH 4.4.1.

CERTIFICATE OF CONFORMANCE IS REQUIRED.

BACKPLATE-BUK,SURFACE,MOUNT,TAN-499

CERTIFICATE OF CONFORMANCE IS REQUIRED

00009	BUK0081	200,000	EA			07/29/2027

MALE-BUK,DUAL-ADJ,SR,2", TAN-499

DESCRIPTION: MALE BUCKLE, DUAL ADJUST SIDE RELEASE BUCKLE, 2", ACETAL,

TAN-499

COLOR:TAN #499

U/M: EACH

UNICOR PART: BUK0081

SPECIFICATION: I.A.W. PARA. 3.7.12.33 OF CO-PD-02-02P DATED MAY 17,

2023 AND DRAWING 2-6-1007.

SPECTRAL REFLECTANCE IS REQUIRED AND MUST MEET REQUIREMENTS STATED IN

CO/PD 02-02P, PARAGRAPH 4.4.1.

CERTIFICATE OF CONFORMANCE AND BERRY AMENDMENT IS REQUIRED.

MATERIAL MUST BE COMPLIANT WITH DFARS 252.217-7026 IDENTIFICATION OF

SOURCES OF SUPPLY.

MATERIAL MUST BE COMPLIANT WITH DFARS 252.225-7012 PREFERENCE FOR

CERTAIN DOMESTIC COMMODITIES.

00010	BUK0082	200,000	EA			07/29/2027

FEMALE-BUK,DUAL-ADJ,SR,2",TAN-499

DESCRIPTION: FEMALE BUCKLE, DUAL ADJUST SIDE RELEASE BUCKLE, 2", ACETAL,

TAN-499

COLOR:TAN #499

U/M: EACH

UNICOR PART: BUK0082

SPECIFICATION: I.A.W. PARA. 3.7.12.33 OF CO-PD-02-02P DATED MAY 17,

2023 AND DRAWING 2-6-1007.

SPECTRAL REFLECTANCE IS REQUIRED AND MUST MEET REQUIREMENTS STATED IN

CO/PD 02-02P, PARAGRAPH 4.4.1.

CERTIFICATE OF CONFORMANCE AND BERRY AMENDMENT IS REQUIRED.

MATERIAL MUST BE COMPLIANT WITH DFARS 252.217-7026 IDENTIFICATION OF

SOURCES OF SUPPLY.

MATERIAL MUST BE COMPLIANT WITH DFARS 252.225-7012 PREFERENCE FOR

CERTAIN DOMESTIC COMMODITIES.

00011	BUK0083	240,000	EA			07/29/2027

BUCKLE,SHORTY,WEB,MOUNT,FEMALE,1",TAN499

BUCKLE,SHORTY,WEB,MOUNT,FEMALE,1"TAN-499

DESCRIPTION: 9348 SHORTY WEB MOUNT, 1" FEMALE SINGLE BAR BUCKLE WITH

ACETAL MATERIAL

COLOR: TAN 499

SIZE: 1" INCH

U/M: EACH

UNICOR PART: BUK0083

SPECIFICATION: I.A.W. WITH CO-PD-02-02R DATED MAY 9, 2024, AND DRAWING

2-6-1382.

VENDOR PART: 9348 - NATIONAL MOULDING, OR EQUIVALENT

CERTIFICATE OF CONFORMANCE AND BERRY AMENDMENT REQUIRED WITH SHIPMENT

00012	BUK0083	240,000	EA			07/29/2027

BUCKLE,SHORTY,WEB,MOUNT,FEMALE,1",TAN499

BUCKLE,SHORTY,WEB,MOUNT,FEMALE,1"TAN-499

DESCRIPTION: 9348 SHORTY WEB MOUNT, 1" FEMALE SINGLE BAR BUCKLE WITH

ACETAL MATERIAL

COLOR: TAN 499

SIZE: 1" INCH

U/M: EACH

UNICOR PART: BUK0083

SPECIFICATION: I.A.W. WITH CO-PD-02-02R DATED MAY 9, 2024, AND DRAWING

2-6-1382.

VENDOR PART: 9348 - NATIONAL MOULDING, OR EQUIVALENT

CERTIFICATE OF CONFORMANCE AND BERRY AMENDMENT REQUIRED WITH SHIPMENT

00013	BUK0084	240,000	EA			07/29/2027

BUCKLE,SINGLE,BAR,MALE,1",TAN499

BUCKLE,SINGLE,BAR,MALE,1",TAN-499

DESCRIPTION: BUCKLE MALE SINGLE BAR 1" WIDE ACETAL MATERIAL

COLOR: TAN 499

SIZE: 1" INCH

U/M: EACH

UNICOR PART: BUK0084

SPECIFICATION: I.A.W. WITH CO-PD-02-02R DATED MAY 9, 2024, AND DRAWING

2-6-0632.

VENDOR PART: 8761 HD MOJAVE - NATIONAL MOULDING, OR EQUIVALENT

CERTIFICATE OF CONFORMANCE AND BERRY AMENDMENT REQUIRED WITH SHIPMENT

00014	BUK0084	240,000	EA			07/29/2027

BUCKLE,SINGLE,BAR,MALE,1",TAN499

BUCKLE,SINGLE,BAR,MALE,1",TAN-499

DESCRIPTION: BUCKLE MALE SINGLE BAR 1" WIDE ACETAL MATERIAL

COLOR: TAN 499

SIZE: 1" INCH

U/M: EACH

UNICOR PART: BUK0084

SPECIFICATION: I.A.W. WITH CO-PD-02-02R DATED MAY 9, 2024, AND DRAWING

2-6-0632.

VENDOR PART: 8761 HD MOJAVE - NATIONAL MOULDING, OR EQUIVALENT

CERTIFICATE OF CONFORMANCE AND BERRY AMENDMENT REQUIRED WITH SHIPMENT

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 CT2388-26 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 2026-01. The North American Industry Classification System code is 339993.

This requirement is 100% Small business set-aside

UNICOR, Federal Prison Industries, Inc., intends to enter into a five - year fixed price indefinite delivery-indefinite quantity type contract for Various female and male Buckles.

SEE SECTION B FOR LIST OF ITEMS AND TESTING REQUIREMENTS

QUANTITIES ARE ESTIMATES ONLY

GUARANTEED MINIMUM QUANTITY IS 100,000 EA. ESTIMATED QUANTITY/NOT-TO-EXCEED QUANTITY FOR THE LIFE OF CONTRACT IS 3,500,000 Each.

****

ADDITIONAL INFORMATION pertaining to this award: ITEMS MUST BE BERRY AMENDMENT COMPLIANT, DOMESTIC USA ONLY. NO FOREIGN ITEMS OR COMPONENTS ARE ACCEPTABLE. MATERIAL MUST BE COMPLIANT WITH DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES, PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES. THE NON-MANUFACTURER RULE APPLIES.
A copy of the Certificate of Conformance (COC), applicable physical test results and the packing slip shall accompany each

shipment. The furnishing of this paperwork shall be a condition of acceptance at destination, and payment shall not be made until it is received. A Purchase Description is applicable to this solicitation: Various male and female Buckles(End additional information)
****

THE GOVERNMENT INTENDS TO AWARD MULTIPLE CONTRACTS TO TWO OR MORE SOURCES UNDER THIS SOLICITATION UNLESS THE GOVERNMENT DETERMINES, AFTER EVALUATION OF OFFERS, THAT ONLY ONE OFFEROR IS CAPABLE OF PROVIDING THE MATERIAL AT THE LEVEL OF QUALITY REQUIRED.

This is a **DOC9 rated order**. The Defense Priorities and Allocations Systems(DPAS) aides in the timely delivery of items to meet approved program requirements for the Department of Defense. All contracts and purchase orders in support of these programs are given a priority rating. There are two levels of priority ratings: DX and DO. A DX rating is assigned to those programs of highest national priority. A DO rating is assigned to those programs that are critical to national defense. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. A DX rating takes priority over a DO rating which takes priority over an unrated order.

When a DPAS rating appears in the block 13a and 13b of the SF1449,this is considered a rated order. This order is certified for national defense ,emergency preparedness, and energy program use, and therefore, required to follow all requirements of the Defense Priorities and Allocations System regulation (15 CFR part 700).

When receiving these orders, you must give them preferential treatment as required by the DPAS regulation (15 CFRpart 700).The existence of previously accepted unrated or lower rated orders is not sufficient reason for rejecting a rated order. You are required to reschedule unrated orders if they conflict with performance against a rated order. Also, if order is rated DX, and a DO rated order exists, then the DO rated order must be rescheduled and DX rated order takes priority. These orders will show the priority rating, a required delivery date, signature, and the following statement: This is a rated order certified for national defense use, and you are required to follow all provisions of the Defense Priorities and Allocations System regulation (15 CFR 700).FAR52.211-15.

The priority rating must be included on each successive order,

from contractor to subcontractor to supplier. Vendors should include this rating on any orders for materials needed in production of UNICOR's rated order.

A vendor shall not accept a rated order for delivery on a specific date if unable to fill the order by that date. All rated orders must be scheduled to the extent possible to ensure delivery by the required delivery date. If an accepted rated order is delayed, the UNICOR Contracting Officer must be notified immediately, give the reason for the delay, and advise of a new shipment date. This reason for delay must be in writing.

A rated order shall be accepted or rejected, in writing, within 15 working days for a DO rated order and 10 days for DX rated orders. Contractors are responsible for extending the received ratings to their suppliers to obtain items needed to fill rated orders. No substitutes will be accepted unless approved by US Army Material Command contractor to subcontractor to supplier. Vendors should include this rating on any orders for materials needed in production of UNICOR's rated order.

A vendor shall not accept a rated order for delivery on a specific date if unable to fill the order by that date. All rated orders must be scheduled to the extent possible to ensure delivery by the required delivery date. If an accepted rated order is delayed, the UNICOR Contracting Officer must be notified immediately, give the reason for the delay, and advise of a new shipment date. This reason for delay must be in writing.

A rated order shall be accepted or rejected, in writing, within 15 working days for a DO rated order and 10 days for DX rated orders. Contractors are responsible for extending the received ratings to their suppliers to obtain items needed to fill rated orders. No substitutes will be accepted unless approved by US Army Material Command.

Any contract resulting from this solicitation will not be an obligation. Funds will be obligated by delivery orders.

NOTICE TO GOVERNMENT WHEN CONTRACTOR(S) DELAYS:
In the event the contractor(s) encounter difficulty in meeting performance requirements, or when there is an anticipated difficulty in complying with the delivery terms or completion dates, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the

timely delivery/performance of this contract, the contractor must immediately notify the Field Administrative Contracting Officers at UNICOR or in writing, giving pertinent details. This information will not be construed as a waiver by the Government of the required delivery schedule, or the Governments rights to impose consideration against delinquencies or other remedies provided by this contract.

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.

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.

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

52.212-4 (DEVIATION) Terms and Conditions—Commercial Products and Commercial Services.

As prescribed in 12.205(b)(3), insert the following clause:

> Terms and Conditions—Commercial Products and Commercial Services (Deviation Date)
>
> (a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.
>
> (b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—
>
> (1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

(e) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.

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

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

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

Officer.

(5) Interest.(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if

the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

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

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

(4) Addenda to this solicitation or contract;
(5) Solicitation provisions incorporated in the solicitation;
(6) Other paragraphs of this clause;
(7) Other documents, exhibits, and attachments; and
(8) The specification.

(s) Unauthorized obligations.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

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

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

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

threshold on the date of award of this contract.

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(u) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

Alternate I (Deviation Date). When contemplating a time-and-materials or labor-hour contract, substitute the following paragraphs (a), (b), (i), (l), and (m) for those in the basic clause.

(a) The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference. As used in this clause—

Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(1) Performed by the contractor;

(2) Performed by the subcontractors; or

(3) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

Materials means—

(1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(2) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(3) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(4) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(5) Indirect costs specifically provided for in this clause.

Subcontract means any contract, as defined in FAR 2.101, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract at all places and times before acceptance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities

and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (b)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (b)(4) and (5) of this

clause, the Government may, at any time, require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(i) Payments.

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of

the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other direct costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'".]

(2) Indirect costs (material handling, subcontract administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]

(2) Total cost. The total cost to the Government for the performance of this contract shall not exceed the ceiling price

set forth in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government will pay any such increases within 30 days, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

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

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest

from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) The Contracting Officer will issue a final decision if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR part 32 in effect

on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any

part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work under this contract and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i), Payments, of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (b)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

DOJ-01 Whistleblower Information Distribution (OCT 2021)
Within 30 days of contract award, the contractor and its subcontractors must distribute the "Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors" ("Whistleblower Information") document to their employees performing work in support of the products and services delivered under this contract (https://oig.justice.gov/sites/default/files/2020-

04/NDAA-brochure.pdf). By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.906 & 52.203-17, and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required.

DOJ-02 Contractor Privacy Requirements (JAN 2022)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984) and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974, the contractor is advised that the relevant DOJ system of records notices (SORN s) applicable to this Privacy Act information may be found at https://www.justice.gov/opcl/doj-systems-records. [l] Applicable SORNs published by other agencies may be accessed through those agencies' websites or by searching the Federal Digital System (FDsys) available at http://www.gpo.gov/fdsys/. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

Except where use of Contractor networks, IT, other equipment, or Workplace as a Service (WaaS) is specifically authorized within this contract, the Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or WaaS and Government information shall remain within the confines of authorized Government networks at all times. Any handling of Government information on Contractor networks or IT must be approved by the Senior Component Official for Privacy of the component entering into this contract. Except where remote work is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished

equipment in authorized government owned facilities regardless of remote work authorizations.

(3) Prior Approval Required to Hire Subcontractors

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees

The Contractor shall complete and submit an appropriate separation checklist to the Contracting Officer before any employee or Subcontractor employee terminates working on the contract. The Contractor must submit the separation checklist on or before the last day of employment or work on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposition of personally identifiable information (PI1) [2], in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to PII or other sensitive information.

In the event of adverse job actions resulting in the dismissal of a Contractor or Subcontractor employee before the separation checklist can be completed, the Prime Contractor must notify the Contracting Officer within 24 hours and confirm receipt of the notification. In the case the Contractor is unable to notify the Contracting Officer, then the Contractor should notify the Contract Officer's Representative (COR).

Contractors must complete the separation checklist with the Contracting Officer or COR by returning all Government-furnished property including, but not limited to, computer equipment, media, credentials and passports, smart cards, mobile devices, Personal Identity Verification (PIV) cards, calling cards, and keys and terminating access to all user accounts and systems. Unless the Contracting Officer requests otherwise, the relevant Program Manager or other Key Personnel designated by the

Contracting Officer or COR may facilitate the return of equipment.

B. Privacy Training, Safeguarding, and Remediation

(1) Required Security and Privacy Training for Contractors

The Contractor must ensure that all employees take appropriate privacy training, including Subcontractors who have access to PII as well as the creation, use, dissemination and/or destruction of PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle PII, including heightened security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of PII. These courses, along with more information about DOJ security and training requirements for Contractors, are available at https://www.justice.gov/jmd/learndoj. The Federal Information Security Modernization Act of2014 (FISMA) requires all individuals accessing DOJ information to complete training on records management, cybersecurity awareness, and information system privacy awareness. Contractor employees are required to sign the "Privacy Rules of Behavior," acknowledging and agreeing to abide by privacy law, policy, and certain privacy safeguards, prior to accessing DOJ information. These Rules of Behavior are made available to all new users of DOJ's computer network and to trainees at the conclusion of DOJ-OPCL-CS-0005.

The Contractor should maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required privacy and cybersecurity training.

(2) Safeguarding PII Requirements

Contractor employees must comply with DOJ Order 0904 and other guidance published to the publicly-available Office of Privacy and Civil Liberties (OPCL) Resources page[3] relating to the safeguarding of PII, including the use of additional controls to safeguard sensitive PII (e.g., the encryption of sensitive PII). This requirement flows down from the Prime Contractor to all Subcontractors and lower tiered subcontracts.

(3) Non-Disclosure Agreement Requirement

Prior to commencing work, all Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (NDA) and the DOJ IT Rules of Behavior. The Non-Disclosure Agreement:

(a) prohibits the Contractor from retaining or divulging any PII or other sensitive information, or derivatives therefrom, furnished by the Government or to which they may otherwise come in contact as a result of their performance of work under the contract/task order that is otherwise not publicly available, whether or not such information has been reduced to writing; and

b) requires the Contractor to report any loss of control, compromise, unauthorized disclosure, or unauthorized acquisition of PII or other sensitive information to the component-level or headquarters Security Operations Center within one (1) hour of discovery.

The Contractor should maintain signed copies of the NDA for all employees as a record of compliance. The Contractor should also provide copies of each employee's signed NDA to the Contracting Officer before the employee may commence work under the contract/task order.

(4) Prohibition on Use of PII in Vendor Billing and Administrative Records

The Contractor's invoicing, billing, and other financial or administrative records or databases is not authorized to regularly store or include any sensitive PII or other confidential government information that is created, obtained, or provided during the performance of the contract without the written permission of the Senior Component Official for Privacy (SCOP). It is acceptable to list the names, titles and contact information for the Contracting Officer, COR, or other personnel associated with the administration of the contract in the invoices as needed.

(5) Reporting Actual or Suspected Data Breach

Contractors must report any actual or suspected breach of PII within one hour of discovery. [4] A "breach" is an incident or occurrence that involves the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than

authorized purpose. The report of a breach must be made to DOJ. The Contractor must cooperate with DOJ's inquiry into the incident and efforts to minimize risks to DOJ or individuals, including remediating any harm to potential victims.

(a) The Contractor must develop and maintain an internal process by which its employees and Subcontractors are trained to identify and report the breach, consistent with DOJ Instruction 0900.00.01 [5], Reporting and Response Procedures for a Breach of Personally Identifiable Information.

(b) The Contractor must report any such breach by its employees or Subcontractors to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000); Component-level Security Operations Center and Component-level Management Team, where appropriate; the COR; and the Contracting Officer within one (1) hour of the initial discovery.

(c) The Contractor must provide a written report to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000) within 24 hours of discovery of the breach by its employees or Subcontractors. The report must contain the following information:

(i) Narrative or detailed description of the events surrounding the suspected loss or compromise of information.[6] Date, time, and location of the incident.
(ii) Amount, type, and sensitivity of information that may have been lost or compromised, accessed without authorization, etc.

(iii) Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment. [7]

(iv) Names and classification of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.

(v) Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.[8]

(vi) Actions that have been or will be taken to minimize damage and/or mitigate further compromise.

(vii) Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

(d) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(e) At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access PII or to work on that contract based on their actions related to the loss or compromise of PII.

(6) Victim Remediation

At DOJ's request, the Contractor is responsible for notifying victims and providing victim remediation services in the event of a breach of PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose PII was lost or compromised. When DOJ requests notification, the Department Chief Privacy and Civil Liberties Officer and SCOP will direct the Contractor on the method and content of such notification to be sent to individuals whose PII was breached. By performing this work, the Contractor agrees to full cooperation in the event of a breach. The Contractor should be self-insured to the extent necessary to handle any reasonably foreseeable breach, with another source of income, to fully cover the costs of breach response, including but not limited to victim remediation.

C) Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor must ensure that all employees and Subcontractors that have access to PII as well as to those involved in the creation, use, dissemination and/or destruction of PII take the DOJ Records and Information Training for New Employees (RIM) training course or another training approved by the Contracting Officer or COR. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. The Contractor shall maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed

the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records containing PII and those covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency information. The Contractor shall certify, in writing, the appropriate disposition or return of all Government information at the conclusion of the contract or at a time otherwise specified in the contract. In accordance with 36 CFR 1222.32, the Contractor shall maintain and manage all Federal records created in the course of performing the contract in accordance with Federal law. Records may not be removed from the legal custody of DOJ or destroyed except in accordance with the provisions of the agency records schedules.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and may be considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be

removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible.

(2) Requirements for Contractor IT Systems Hosting Government Data

The Contractor is required to obtain an Authority To Operate (ATO) for any IT environment owned or controlled by the Contractor or any Subcontractor on which Government data shall reside for the purposes of IT system development, design, data migration, testing, training, maintenance, use, or disposal.

(3) Requirement to Support Privacy Compliance
(a) If this contract requires the development, maintenance or administration of information technology[9], the Contractor shall support the completion of the Initial Privacy Assessment (IPA) document, if requested by Department personnel. An IP A is the first step in a process to identify potential privacy issues and mitigate privacy risks. The IP A asks basic questions to help components assess whether additional privacy protections may be needed in designing or implementing a project[lO] to mitigate privacy risks, and whether compliance work may be needed. Upon review of the IPA, the OPCL determines whether a Privacy Impact Assessment (PIA) document and/or SORN, or modifications thereto, are required. The Contractor shall provide adequate support to complete the applicable risk assessment and PIA document in a timely manner, and shall ensure that project management plans and schedules include the IPA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DOJ, including IP As, PIAs, and SORNs, is located on the DOJ OPCL website (https://dojnet.doj.gov/privacy/), including DOJ Order 0601, Privacy and Civil Liberties. The Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy risk assessment and documentation, the Contractor shall provide adequate support to DOJ to ensure DOJ can complete any required assessment, and IPA, PIA, SORN, or other supporting documentation to support privacy compliance. The Contractor shall work with personnel from the program office, OPCL, the Office of the Chief lnformation Officer (OCIO), and the Office of Records Management and Policy to ensure that the privacy assessments and documentation are kept on schedule, that the answers to questions in the documents are thorough and complete, and that questions asked by the OPCL and other offices are answered in a timely fashion. The Contractor must ensure the completion of required PIAs and documentation of privacy controls consistent with federal law and standards, e.g. NIST 800-53, Rev. 5; and compliance with the Privacy Act of 1974, E-Government Act of 2002, Federal Information Security Modernization Act of 2014, and key 0MB guidelines, e.g., 0MB Circular A-130.

[1] "[T]he term 'record' means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph." 5 U.S.C. § 552a(a)(4). "[T]he term 'system of records' means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual." 5 U.S.C. § 552a(a)(5).

[2] As stated in FAR 52.224-3 and Office of Management and Budget (0MB) Circular A-130, Managing Federal Information as a Strategic Resource (2016), "'personally identifiable information' means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Regarding "sensitive PII," "[t]he sensitivity level of the PII will depend on the context, including the purpose for which the PII is created, collected, used, processed, stored, maintained, disseminated, disclosed, or disposed. For example, the sensitivity level of a list of individuals' names may depend on the source of the information, the other information associated with the list, the intended use

of the information, the ways in which the information will be processed and shared, and the ability to access the information." 0MB Circular A-130, at App. 11-2.

[3] The DOJ OPCL Resources page is available at https://www.justice.gov/opcl/resources.

[4] As stated in DOJ Instruction 0900, "Contractors must notify the Contracting Officer, the Contracting Officer's Representative, and JSOC (or component-level SOC) within 1 hour of discovering any incidents, including breaches, consistent with this Instruction, guidance issued by the CPCLO, NIST standards and guidelines, and the US-CERT notification guidelines."

[5] https://www .justice.gov/file/4336/download

[6] As stated in DOJ Instruction 0900, the description should include the type of information that constitutes PII; purpose for which PII is collected, maintained, and used; extent to which PII identifies a peculiarly vulnerable population; the determination of whether the information was properly encrypted or rendered partially or completely inaccessible by other means; format of PII (e.g., whether PII was structured or unstructured); length of time PII was exposed; any evidence confirming that PII is being misused or that it was never accessed.

[7] As stated in DOJ Instruction 0900, the report should include the nature of the cyber threat (e.g., Advanced Persistent Threat, Zero Day Threat, data exfiltration) for cyber incidents.

[8] As stated in DOJ Instruction 0900, the report should include analysis on whether the data is accessible, usable, and intentionally targeted.

[9] As defined in 40 U.S.C. § 11101, the term "information technology" means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use (i) of that equipment or (ii) of that equipment to a significant extent in the

performance of a service or the furnishing of a product; includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal contractor incidental to a federal contract.

[10] In this instance, the term "project" is used to scope the activities (e.g., creating, collecting, using, processing, storing, maintaining, disseminating, disclosing, or disposing of information) covered by an IPA. A project is intended to be technology-neutral, and may include an information system, a digital service, an information technology, a combination thereof, or some other activity that may create potential privacy issues or privacy risks that would benefit from an IP A. The scope of a project covered by an IPA is discretionary, but components should work with their SCOP and OPCL.

(End of clause)

52.214-20 As prescribed in 14.201-6(o)(1), insert the following provision:

Bid Samples (Apr 2002)

(a) "Bid sample" means a product sample required to be submitted by a bidder to show those characteristics of the offered products that cannot adequately be described by specifications, purchase descriptions, or the invitation for bid (*e.g.,* balance, facility of use, or pattern).

(b) Bidders must furnish bid samples as part of the bid. The Government must receive the bid samples by the time specified in the invitation for bids. If the bidder fails to submit samples on time, the Government will reject the bid, except that the Contracting Officer will consider a late sample sent by mail under the Late Submissions, Modifications, and Withdrawals of Bids provision of this solicitation.

(c) The Government will test or evaluate bid samples to determine compliance with all the characteristics listed for examination in this solicitation. The Government will reject the bid when the sample fails to conform to the

required characteristics. Products delivered under any resulting contract must conform to-

(1) The approved sample for the characteristics listed for test or evaluation; and

(2) The specifications for all other characteristics.

(d) Unless otherwise specified in the solicitation, bid 219-28 shall be-

(1) Submitted at no expense to the Government; and

(2) Returned at the bidder's request and expense, unless they are destroyed during preaward testing.

(End of provision)

52.216-2 Economic Price Adjustment-Standard Supplies.

52.216-18 Ordering(DEVIATION),

Ordering (AUG 2020).

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

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

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

52.216-19(DEVIATION), Order Limitation (OCT 1995).

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 50 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 50,000 each

(2) Any order for a combination of items in excess of 100,000 each

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the

Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within __7__ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

The minimum quantity may be ordered during any performance period or combination of performance periods for the item. The Government may fulfill the minimum quantity by issuing a single delivery order or any number of delivery orders for each item. However, in fulfilling the minimum quantity, the total dollar value expended by the Government shall not exceed the dollar value of the minimum quantity procured at the lowest unit price for various cord and drawstrings established under the contract and is hereafter referred to as the "guaranteed minimum dollar value." The Government will be considered to have fulfilled its obligation to order the minimum quantity when the guaranteed minimum dollar value has been met.

52.216-22(DEVIATION), Indefinite Quantity (Deviation Date)
(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the ordering period of this contract

and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after __*45 days*__

52.216-27,(DEVIATION) Single or Multiple Awards (Oct 1995).

52.216-32,(DEVIATION) Task-Order and Delivery-Order Ombudsman (Sept 2019)
(a)In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.
Adam McCammack, adam.mccammack2@usdoj.gov.
(b)Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).
(c)Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

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

52.217-9,(DEVIATION) Option to Extend the Term of the Contract (Mar 2000).
(a) The Government may extend the term of this contract by written notice to the Contractor within 7 [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 60 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 **36** (months).

52.219-1 Small Business Program Representations.
As prescribed in 19.101(a)(2)(ii)(A), insert the following provision:

Small Business Program Representations (Deviation Date)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control

or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 339993 .
(2) The small business size standard is 750 Employees.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned,

economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations.(1) The offeror represents as part of its offer that—
(i) it ☐ is, ☐ is not a small business concern; or

(ii) It ☐ is, ☐ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small disadvantage business concern.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it ☐ is, ☐ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that it ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern

participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Alternate I [Reserved]

Alternate II (Mar 2023). As prescribed in 19.101(a)(2)(ii)(B), substitute the following paragraphs (b) and (c)(1) for paragraphs (b) and (c)(1) of the basic provision:

(b)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	Size standard
339993	750 Employees

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500

employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) Representations. (1) The Offeror shall represent its small business size status for each one of the NAICS codes assigned to this acquisition under which it is submitting an offer.

NAICS Code	Small business concern (yes/no)
339993	

52.219-6(DEVIATION) Notice of Total Small Business Set-Aside.

52.219-8(DEVIATION) Utilization of Small Business Concerns.

52.219-28(DEVIATION) Postaward Small Business Program Rerepresentation.

Postaward Small Business Program Rerepresentation (Deviation Date)

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry

Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.] The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __ .]

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) HUBZone joint venture eligible under the HUBZone Program.[Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [Contractor to sign and date and insert authorized signer's name and title._____]

52.219-33(DEVIATION) Nonmanufacturer Rule.

52.222-3 (DEVIATION) Convict Labor.

52.222-19(DEVIATION) Child Labor-Cooperation with Authorities and Remedies.

52.222-90 Addressing DEI Discrimination by Federal Contractors.

52.222-50 (DEVIATION) Combating Trafficking in Persons.

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

52.232-33 (DEVIATION), Payment by Electronic Funds Transfer-System for Award Management.

52.233-1(DEVIATION) Disputes.

52.233-2(DEVIATION) Service of Protest.

52.233-3(DEVIATION) Protest after Award.

52.233-4(DEVIATION) Applicable Law for Breach of Contract Claim (Deviation Date);

52.243-1(DEVIATION), Changes-Fixed-Price.

52.246-1(DEVIATION), Contractor Inspection Requirements. (Apr 1984)
The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contracts specifications, except for specialized inspections or tests specified to be performed solely by the Government.

52.246-2(DEVIATION), Inspection of Supplies-Fixed-Price.

52.246-15(DEVIATION), 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(DEVIATION), F.O.B. Destination (Jan 1991). delivery shall be FOB destination to the following location:

YAZOO CUT AND SEW MEDIUM 2225 HALEY BARBOUR PKWY Yazoo, MS 39194	YAZOO CUT AND SEW LOW 2225 HALEY BARBOUR PKWY YAZOO, MS 39194	TERRE HAUTE TEXTILE MILL 4200 BUREAU RD NORTH TERRE HAUTE, IN 47802

52.249-2(DEVIATION), Termination for Convenience of the Government (Fixed-Price).

52.252-1 Solicitation Provisions Incorporated by Reference.

52.252-2(DEVIATION), Clauses Incorporated By Reference (Feb 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

_____www.acquisition.gov_____

52.252-6(DEVIATION), Authorized Deviation in Clauses (NOV 2020).
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) The use in this solicitation or contract of any Local Level Economic Price Adjustment clause (48 CFR Chapter 16) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

2852.201-70 Contracting Officer's Representative (COR).
Contracting Officer's Representative (COR) (NOV 2020)

(a) Mr./Ms. (Name) of (Organization), (Address), (Area Code & Telephone No.), is hereby designated to act as Contracting Officer's Representative (COR) under (contract #), for the

period of (specify the performance period of the contract that the designation covers).

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or another representative designated in writing by the Contracting Officer. The term “technical direction” includes, without limitation, the following:

(i) Receiving all deliverables;

(ii) Inspecting and accepting the supplies or services provided in accordance with the terms and conditions of this contract;

(iii) Clarifying, directing, or redirecting the contract effort, including shifting work between work areas and locations, filling in details, or otherwise serving to accomplish the contractual statement of work to ensure the work is accomplished satisfactorily;

(iv) Evaluating performance of the Contractor; and

(v) Certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does not have the authority to issue direction that:

(i) Constitutes a change of assignment or work outside the contract specification/work statement/scope of work.

(ii) Constitutes a change as defined in the clause entitled “Changes” or other similar contract term.

(iii) Causes, in any manner, an increase or decrease in the contract price or the time required for contract performance;

(iv) Causes, in any manner, any change in a term, condition, or specification or the work statement/scope of work of the contract;

(v) Causes, in any manner, any change or commitment that affects price, quality, quantity, delivery, or other term or condition of the contract or that, in any way, directs the contractor or its subcontractors to operate in conflict with the contract terms and conditions;

(vi) Interferes with the contractor's right to perform under the terms and conditions of the contract;

(vii) Directs, supervises, or otherwise controls the actions of the Contractor's employees or a Subcontractor's employees.

(d) The Contractor shall proceed promptly with performance resulting from the technical direction of the COR. If, in the opinion of the Contractor, any direction by the COR or the designated representative falls outside the authority of (b) above and/or within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer.

(e) Failure of the Contractor and Contracting Officer to agree that technical direction is within the scope of the contract is a dispute that shall be subject to the "Disputes" clause and/or other similar contract term.

(f) COR authority is not re-delegable.

2852.233-70 Protests Filed Directly with the Department of Justice.

Protests Filed Directly With the Department of Justice (NOV 2020)

(a) The following definitions apply in this provision:

(1) "Agency Protest Official" (APO) means the Deciding Official for a procurement protest filed with a contracting activity of DOJ when the contracting officer will not be the Deciding Official because of the protestor's election under JAR 2833.103(b)

(2) "Deciding Official" means the official who will review and decide a procurement protest filed with the agency. The Deciding Official will be the contracting officer unless the protestor requests pursuant to JAR 2833.103(b) that the protest be decided by an individual above the level of the contracting officer, in which case the HCA will designate an APO to serve as the Deciding 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) Only interested parties may file a protest.

(c) An interested party filing a protest with the DOJ has the choice of requesting either that the Contracting Officer or the APO decide the protest.

(d) A protest filed directly with the DOJ shall:

(1) Indicate that it is a protest to DOJ.

(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.

(e) The decision by the APO is an alternative to a decision by the Contracting Officer. The APO will not consider appeals from the Contracting Officer's decision on an agency protest and a

decision by the APO is final and not appealable.

(f) The Deciding Official may conduct a scheduling conference. The scheduling conference, if conducted, 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.

(g) Oral conferences may take place either by telephone or in person.

(h) The protestor has only one opportunity to support or explain the substance of its protest. DOJ procedures do not provide for any discovery. The deciding official may request additional information from the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(i) A protestor may represent itself or be represented by legal counsel. The DOJ will not reimburse the protester for any legal fees related to the agency protest.

(j) The DOJ will stay award or suspend contract performance in accordance with FAR 33.103(f), unless the contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Government. The justification or determination shall be approved at a level above the Contracting Officer. The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(k) The deciding official will make a best effort to issue a decision on the protest within thirty-five (35) days after the filing date. The decision shall be written, and provided to the protestor using a method that provides for evidence of receipt.

(l) The DOJ may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a forum outside DOJ.
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:

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.

This contract will be administered by Federal Prison Industries, Central Office, 400 First Street, NW, 7th Floor, Textiles Branch, Washington, DC 20534 Questions regarding this award may be addressed in writing only to Adam McCammack, at the following e-mail address: adam.mccammack2@usdoj.gov.

PART III: PROVISIONS
52.204-7(DEVIATION), System for Award Management—Registration.

52.211-14 (DEVIATION)Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use.

As prescribed in 11.504(a), insert the following provision:
Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008)
Any contract awarded as a result of this solicitation will be ☐ DX rated order; **X** DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation.

52.212-1(DEVIATION), Instructions to Offerors – Commercial Products and Commercial Services (Deviation Date).
****
52.212-2(DEVIATION), Evaluation - Commercial Items (Deviation Date).

(a) Evaluation factors. The Government will award a contract

resulting from this solicitation to the responsible Offeror/Offerors whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers: *** Past performance and technical factors are significantly more important than 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

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) *Notice of award.* A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Ratings on Technical will be as follows:
Low Risk/Highly Favorable: Comprehensive, operationally sound, minimal risk
Moderate Risk/Favorable: Adequate approach, minor risk
High Risk/Less Favorable: Significant gaps or moderate to high risk
Unacceptable: Fails to demonstrate capability; cannot perform

successfully

Ratings on Past Performance will be as follows:
High Confidence: Excellent past performance on similar work
Satisfactory Confidence Acceptable performance with minor issues
Limited Confidence: Marginal performance; moderate risk
No Confidence/Neutral: Poor or insufficient information

Price will be based on Lowest to Highest but may be traded off against a higher Technical/Past Performance.
****

In accordance with FAR 4.304, System for Award Management.
(a) Contractors must maintain throughout the life of the contract through final payment—

(1) Their registration, if they are required to be registered in SAM; or

(2) Their identifying information, if they are not required to be registered in SAM.

(b) Contracting officers must validate the contractor has an active Federal Government contracts registration in SAM at the following times:

(1)For contracts described at 4.203-1(b)(4), within 30 days after contract award, or at least three days before submitting the first invoice, whichever occurs first.

(2)Before exercising any options on a contract.

(3)For novation and change-of-name agreements, see paragraph (c) of the clause at 52.204-13.

(4)For assignees for the purpose of assignment of claims (see part 32), see paragraph (d) of the clause at 52.204-13.

52.215-6(DEVIATION), Place of Performance (Deviation Date).

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

(b) If the offeror or respondent checks "intends" in paragraph

(a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, ZIP Code) Name and Address of Owner and Operator of the Plant or Facility if Other that Offeror or Respondent

_____ _____

_____ _____

52.217-5(DEVIATION), Evaluation of Options.

52.252-1(DEVIATION), Solicitation Provisions Incorporated by Reference
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 and all required clauses completed.
(2) All Amendments issued,
(3) Completion of Requirements in 52.212-2, Evaluation
(4) Three Business Management Questionnaires for contracts that are for similar or like items (this is your capability and past performance information).
(5) Completed FAR 52.215-6, Place of Manufacture: The Offeror

shall complete the Place of Manufacture provision. The place of performance for both fabrics listed must be identified. The Offeror shall provide the company name, physical address, point of contact, telephone number, and email address for each location.
(6) An ACH form (Vendor Payment/Enrollment Form) if offeror is new to UNICOR. A completed ACH form must be on file prior to contract award.
(7) Credit Release Form.
(8) Memo on Company Letter Head certifying Berry Amendment Compliant.
(9) Completed 52.219-1, Small Business Program Representations

• Failure to provide all required documents may result in proposal not being considered for award. This solicitation is available online at www. SAM.gov.
• For reference, all FAR clauses can be found online at www.acquistion.gov/far ALL CONTRACTORS MUST REGISTER in the SAM prior to award. For additional information and to register, go to www.sam.gov.
• Offer must indicate Solicitation Number CT2388-26, name, address and telephone number of offeror.
• ONLY EMAILED PROPOSALS WILL BE ACCEPTED. However, it is the offeror's responsibility to confirm receipt of offer. Email address is adam.mccammack2@usdoj.gov.
• Solicitation must be received by Wednesday, July 22, 2026 by 2:00pm CST.
• Any amendments issued to this solicitation shall be synopsized 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 Adam McCammack, Contract Specialist, at the following e-mail address: adam.mccammack2@usdoj.gov by close of business July 15th, 2026. 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