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

1. REQUISITION NUMBER: 1620000395

2. CONTRACT NO.:

3. AWARD/EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: FN1609-26

6. SOLICITATION ISSUE DATE: 08/26/2026

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: P. PERRY
b. TELEPHONE NUMBER *(No collect calls)*:

8. OFFER DUE DATE/LOCAL TIME: 09/25/2026 2:00 P.M., EST

9. ISSUED BY CODE
UNICOR
400 FIRST ST NW
WASHINGTON DC 20534

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

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

16. ADMINISTERED BY CODE
UNICOR, FED. PRISON IND
FCC COLEMAN, 846 NE 54TH TER COLEMAN, FL 33521

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE
Undetermined Source

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE
UNICOR
PO BOX 11849
LEXINGTON, KY 40578-1849

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

25. ACCOUNTING AND APPROPRIATION DATA

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 [X] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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

Terms: DST

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

Item No.	SUPPLIES OR SERVICE	Quantity	U/M	UNIT PRICE	AMOUNT IN US$	Delivery Date
00001	MODULAR PANEL SYSTEMS	1,000	EA			10/01/2026
00002	STANDARD PANEL SYSTEMS	1,000	EA			10/01/2026
00003	MOVABLE DEMOUNTABLE W	1,000	EA			10/01/2026
00004	ACOUSTIC/ NOISE-REDUCIN(	1,000	EA			10/01/2026
00005	BENCHING AND LOW PANEL	1,000	EA			10/01/2026
00006	PRIVACY SCREENS/ PANELS	1,000	EA			10/01/2026
00007	AESTHETIC/ SPECIALTY FINIS	1,000	EA			10/01/2026

FN1610-26: Office Furniture System Components

PART I: INFORMATION

Section A-H

SECTION A – SOLICITATION/CONTRACT FORM

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS Federal Prison Industries (FPI), which operates under the trade name UNICOR, is a wholly-owned Government Corporation within the Department of Justice, under the Federal Prison System. The Corporation was created by Congress in 1934, and provides employment, education, and training opportunities to inmates under Federal custody. UNICOR operates approximately 62 factories in over 52 locations. Its production lines are extensive and include over 118 different products and services sold to other Federal Agencies and the Department of Defense.

GENERAL INTENTION: It is the intent of this solicitation to result in a multiple award for an ID/IQ type contract with a 5 year period of performance for office furniture system parts and components (raw materials) used in the manufacture of office furniture. The items from this contract are to be delivered FOB Destination to:

FPI Ashland, Route 716, Ashland, KY 41101

FPI Coleman, 846 NE 54th Terrace, Coleman, FL 33521

FPI Forrest City, 1400 Dale Bumpers Road, Forrest City, AR 72335

FPI Milan, 4004 Arkona Rd, Milan, MI, 48160

All interested offerors shall read the solicitation in its entirety prior to submission of any questions.

The period of performance will be a five year period based on the actual award date.

The period of performance may vary depending on actual award date.

GUARANTEED MINIMUM DOLLAR AMOUNT IS $10,000.00. MAXIMUM QUANTITY IS TO BE DETERMINED. THE MAXIMUM NOT-TO-EXCEED TOTAL COST FOR THE LIFE OF CONTRACT IS ONE HUNDRED, FIFTY MILLION DOLLARS, $150,000,000.00. Solicitation number is FN1610-26 and this solicitation is issued as a Request for Proposal (RFP). It is anticipated that this solicitation will result in a MULTIPLE AWARD. This solicitation will be available to the full and open market.

The following information pertains to the Standard Form 1449 Solicitation: OMB 1103-0018 The offer acceptance period is 90 calendar days. Block 25, Funds (15X4500) will be obligated by each delivery order and not by the contract itself.
Block 31b, Peyton Perry, Contracting Officer Notes: Place of Delivery: UNICOR, Federal Prison Industries FCI Coleman 846 NE 54th Terrace, Coleman, FL 33521.

All solicitations (also future procurement) and any other information (amendments, etc.) may be obtained through Sam.gov at www.sam.gov. ANY QUESTIONS REGARDING REQUIREMENTS LISTED, SPECIFICATION OR THE SOLICITATION PROCESS ARE TO BE ASKED in writing to Peyton Perry at peyton.perry@usdoj.gov and Brent Ponder at brent.ponder@usdoj.gov. At no time should offerors contact factory or central office staff with questions regarding this solicitation. NO questions will be answered via telephone. The deadline date for submission of questions is Friday, September 11, 2026 at 2:00 PM EST. No questions will be answered after this date and time. THE CLOSING DATE AND TIME FOR THE SUBMISION OF OFFERS FOR THE SOLICIATION IS Friday, September 25, 2026, AT 2:00 PM EST. All samples must be received no later than the deadline for offers.
All offerors must complete the following information prior to submission of offer to be considered for award, in addition to the requirements of Section L.

1.,,SF1449
2. ,,Amendments (signed)
3.,,SAM REGISTRATION WWW.SAM.GOV
4.,,Provide pricing for each item your firm is interested in offering for purchase to UNICOR.
5.,,Section L - Business Management Questionnaire All offerors must complete the Business Management questionnaire with three references from the past three (3) years that are same or similar in scope to this requirement. This includes size of requirement.
6.,,UNIQUE ENTITY ID NUMBER__________________
7.,,TIN Number ___________________
8. ,,Pricing - Excel Price Sheets for completed bills of materials per furniture item proposed - all columns must be filled out (B-W) on Excel

Price Sheet. Please provide any back up documentation supporting offer submitted.

9.,,3D renderings of all proposed products, descriptive literature, specifications, and assembly instructions.

10.,,GSA Schedule Number, products and price list for items being proposed on a current GSA schedule.

11. ,,Warranty

12.,,Patents

13. ,,Subcontract Plan - (large business only)

14.,,Consignment Plan

15.,,Training Staff and Inmate Plan

16. ,,Vertical Integration Plan

17.,,Greengaurd Certifications

18.,,ANSI/BIFMA Standards ANSI/BIFMA X5.1-2017 and E-3 Certification(s)

19. ,,ISO Certification

20.,,Independent testing by certified laboratory reports for proposed furniture elements.

21. ,,Proposed discount payment terms.

22.,,Letter stating company representatives which can legally bind your company.

NOTE: UNICOR may add other factories or materials to contract at a later date through a modification to the awarded contract.

NAICS CODE ASSOCIATED WITH THIS SOLICITATION IS 337211 Wood Office Furniture Manufacturing. THE SMALL BUSINESS ADMINISTRATION DEFINES A SMALL BUSINESS QUALIFYING WITH THIS NAICS CODE AS ONE THAT HAS NO MORE THAN 1,000 EMPLOYEES. THIS IS NOT A NAME BRAND REQUIREMENT. ANY REFERENCE TO A SPECIFIC BRAND IN AN ITEMS SPECIFICATION IS FOR REFERENCE PURPOSES ONLY.

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

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

1. A price reduction shall apply to purchases under this contract if,

after the award date, the Contractor-

„i) Revises downward its commercial catalog, price list, schedule,

etc., to its best commercial customers (or category of customers) below

the awarded price under this contract;

„ii) Grants more favorable discounts or terms and conditions to its

best commercial customers than those contained in this contract that

would result in prices below the awarded price under this contract,

an/or

„iii) Grants special discounts to its best commercial customer (or

category of

customers) that would result in prices lower than the awarded price

under this contract.

2. The Contractor shall offer the price reduction to FPI with

the same effective date, and for the same time period, as extended to

the commercial customer (or category of customers).

The Contractor may offer the Contracting Officer a voluntary price

reduction at any time during the contract period.

The Contractor shall notify the Contracting Officer of any price

reduction subject to this clause as soon as possible, but not later than

15 calendar days after its effective date. All

Future requirements for these or similar items from this or other UNICOR

factories may be added to the resulting contract if considered to fall

within the scope of work and the price is determined to be fair and

reasonable.

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C1. DESCRIPTION/STATEMENT OF WORK.

UNICOR Office Furniture Group has a contract requirement for

Modular/Systems furniture, to satisfy new and existing customer

requirements. Our customers frequently reconfigure/upgrade or add to

existing furniture requirements and all components and products must

meet form, fit and function in today's ergonomic office/work

environments. UNICOR will continue to offer a combination of products

and services in order to design and outfit the workspaces of Federal agencies and the Department of Defense. It is intended that customers will be able to pick any variety of products or services that meet their needs.

Product:

Modular Panel Systems must include multiple system types suitable for varying operational needs. These may include, but are not limited to:

•,,Standard Panel Systems- Traditional linear panel configurations to include privacy-height panels (mid-height and full height) along with compatible work surfaces and connectors.

•,,Movable/Demountable Walls - versatile components that can be incorporated into a systems environment or can be installed from floor to ceiling to form offices. Options include a variety of finishes, transparent or translucent panel featuring built in marker board(s) or slat wall tiles, as well as doors option, sliding or traditional swing etc. but not limited. These walls are contemporary in appearance, and easy to design.

•,,Acoustic/Noise-reducing panels- Panels designed with enhanced sound-absorbing materials suitable for call centers, shared offices, or high traffic areas.

•,,Benching and low panel system- open plan configurations with low-height privacy panels. Should be designed for collaborative areas and shared workspaces.

•,,Privacy Screens/Panels - easily reconfigured by creating and defining actual personal space movable components that come in a variety of sizes, width and heights and configurations. Freestanding panel screen options that can be moved easily by hand without tools, in a variety of configurations and available in a variety of options, acoustical, tack able, marker and magnetic faces. These will need to complement system panel heights and widths. May be free standing, fastened to work surfaces, or fixed to the supporting structure of work surfaces. These can be used as modesty or screen options, both fixed and movable, multiple options of tack board, marker board, and magnetic options plus accessories.

•,,Aesthetic/Specialty finish panels- Panels with enhanced design features, fabric options, laminated surfaces, or glass inserts.

•,,Monolithic Panel System- cubicle or partition design consisting of solid, single-piece units. Consistent visual surfaces without segmented tiles. May be necessary to provide privacy, acoustic isolation, and may need to incorporate built-in electrical and data raceways throughout.

Power options independent of panels to bring both communication and power to freestanding desks / tables or panels, these freestanding elements can be a freestanding component that can be daisy chained and bring power from the source to multiple locations. UL-Listed components and compatibility with building electrical standards.

Work surfaces (hanging, mounting options- i.e., leg cantilever) options open frame or perforated frame for ventilation below worksurface. Work surfaces may be a floor supported or panel supported work surfaces in a variety of conditions straight, 90 degrees and 120 degrees corner conditions, etc. Worksurfaces will be available in a variety of finishes, and shapes such as rectangular, angular or curvy-linear, and may include privacy screens and add on storage options, both overhead and under counter, flip up, sliding doors or open storage options that can be wall mounted or panel supported. Accommodates technology demands, including electrical needs, at base and counter height, provide wire management options to conceal wiring, computer cable, fiber optics, CAT5 etc. Options may include nesting tables, conference ends, etc. UNICOR presently manufactures a variety of system products lines.

Storage Component Products - includes a wide variety of products including overhead bins, mobile and stationary pedestals, mounting should include on module or off module above a below work surface, stackable cubicle group storage options and filing, storage cabinets, kiosk / storage and wardrobe/storage cabinets that will be incorporated into the workspace. Product options may include a variety of finishes (paint, laminate, veneer, fabric, etc.). UNICOR presently has contracts for powder paint, laminate, veneer and fabric. These requirements will not be part of this award.

Sneeze Guard options for existing system, newly proposed product and work surfaces.

Note: UNICOR presently has a contract for task lighting therefore, it will not be part of this award. Product offerings, when configured, create collaborate workspaces allowing for a variety of different workspace options that can support the tasks at hand or be easily reconfigured to meet future requirements.

Add on options of acrylic panel or glass tops incorporated in top of panels where possible.

Miscellaneous Office Enhancements - a variety of products that increase the utility of systems furniture including tool rail option incorporated into panels to handle paper management, tack boards and mobile privacy screens.

Test Reports

The contractor(s) will provide, at no cost to FPI, test reports by a certified independent laboratory, showing compliance with all applicable ANSI/BIFMA tests. This requirement applies to all products at the time of award and all future products added to this contract. New products will not be added to the contract until satisfactory test reports have been provided in writing.

UNICOR requests offeror(s) provide GREENGUARD Certification per product offered. GREENGUARD Certification is an internationally recognized product emissions certification labeling program for manufacturers of low-emitting indoor products, furnishings, and materials. UNICOR is soliciting offeror(s) that will provide components that are GREENGUARD Certified. Offeror(s) must provide a document that lists GREENGUARD Certified products proposed with this solicitation.

The contractor(s) will be required, upon contract award and written request, to provide one (1) complete representative systems furniture workstation or product configuration of each systems furniture series offered under this proposal, including all applicable panels, worksurfaces, storage units, pedestals, overhead storage, connectors, support components, trim, hardware, electrical raceways, power distribution components, cable management components, and accessories, to our Sustainability Manager in Allenwood, Pennsylvania for testing at no cost to FPI.

Product Warranty

All products manufactured and/or supplied by the contractor(s) under this contract will be warranted for 10-15 years to be free from defects in material or workmanship. Components not manufactured by the contractor(s) are subject to the same standard applicable manufacturer's warranties. Copies of the manufacturers' warranties must be provided to FPI on all products when written proposal is submitted or after modification of awarded contract to include all new items.

For non-structural components, UNICOR reserves the right to make sourcing determinations. UNICOR would generally only make sourcing determinations if an awardee's part is failing, delivered untimely, or vertically integrated. The warranty shall not be affected except for claims limited to replacement of those substitution component(s) separately acquired and/or manufactured by UNICOR, in which case UNICOR will provide for warranty service.

In the event the awardee continually fails to deliver products ordered in a timely fashion, the awardee may be required to maintain consignment inventory in the future. If any inventory is held at a UNICOR factory, FPI accepts liability for damage or destruction.

All offerors shall provide as part of the written proposal a consignment inventory plan which will be evaluated.

Should UNICOR propose substitution of structural component(s), a cooperative Engineering Team comprised of UNICOR's and the offeror's technical representative(s) shall be formed. The Engineering Team shall be tasked to attempt to provide and document agreement on the proposed substitution component(s).

UNICOR will provide for warranty service for claims limited to replacement of those substitution component(s) agreed to be separately acquired and/or manufactured by UNICOR. All remaining warranty and liability shall be the responsibility of the supplier.

Training

Successful offeror will be required to provide, at no cost to FPI, product training to factory and inmate staff to enable FPI to assemble the products.

Awardee will provide, at no cost to FPI, ongoing product services to incorporate product changes and/or enhancements through notification and instruction of implementation with ample ramp-up time for manufacturing changes.

Additionally, offeror(s) should offer FPI the option to upgrade the systems furniture products offered in the future to maintain the marketability of UNICOR's systems furniture product lines.

Tooling

The contractor(s) will provide any/all existing or outsourced molds, tooling, fixtures, assembly fixtures, templates, jigs, gauges, programming, manufacturing documentation, engineering drawings, and other production tooling utilized in its commercial manufacturing, assembly, and testing of the products for FPI to begin production. These items will be provided at no cost to FPI.

If it is determined to be in the best interests of the Government, FPI reserves the right to produce these products under this agreement.

Future Option to Vertically Integrate

FPI reserves an option to this agreement to vertically integrate including the manufacture of any systems furniture components or subcomponents subject to any patent rights the contractor may hold.

Systems furniture components and subcomponents are all parts and materials that make up a systems furniture workstation or product line, including but not limited to panels, worksurfaces, storage components, pedestals, shelves, overhead units, supports, brackets, trim, hardware, electrical raceways, power components, cable management components, and accessories.

Offeror(s) will be required, as part of the written proposal, to provide a list of components that can be vertically integrated.

Future Option for Rights to Jointly Developed Products

If UNICOR and the successful offeror(s) jointly develop any new systems furniture product line, UNICOR requires the exclusive intellectual property rights to the newly manufactured product line.

Intellectual property rights are defined as copyrights, trademarks, and patents requiring written intellectual property licensing agreements. A licensing agreement or license is a contractual right that gives one permission to engage in a defined activity or to use certain property, including intellectual property, that is owned by another. These intellectual property law regulations are essential to enforcing the owner's rights in intellectual property.

For any component parts of the newly designed systems furniture product which UNICOR does not manufacture, the successful offeror must have the requisite intellectual property rights in any component parts prior to engaging in any of these efforts with UNICOR.

UNICOR will require the successful offeror to indemnify and hold UNICOR harmless from any alleged patent infringement for use of the component parts.

The products proposed for this requirement shall be desirable product lines that are competitive with those offered in the commercial marketplace. All items offered shall not infringe upon any patents.

Packaging and Shipping

Offeror(s) shall provide packaging and shipping instructions describing how the products are presently shipped to their commercial customer base. This information shall include, but not be limited to, packaging, boxing, wrapping, labeling, box specifications, sizes, inserts, volume, and packaging inventory for each systems furniture product line and shall be provided as part of the written proposal.

Presently, UNICOR will have a separate packaging contract that may need to be modified to meet the requirements provided by each successful offeror.

Additional Packaging

UNICOR requests offeror(s) provide packaging materials, supplier lists, and shipping information so UNICOR may ship products to customers in the same manner as the awarded offeror ships to their commercial customers. This information shall include, but not be limited to, packaging, boxing, wrapping, labeling, box specifications, sizes, inserts, volume, and packaging inventory for each systems furniture product line.

This information shall not be included in the pricing of the systems furniture components.

UNICOR will have a separate packaging contract. UNICOR seeks to enhance packaging procedures to eliminate shipping damage.

An additional factory location may be added in the future through a contract modification signed by both parties.

Industry Reporting

Offeror(s) will be required to provide UNICOR a bi-annual report identifying changes in the commercial office furniture industry that may improve UNICOR's systems furniture product lines.

UNICOR desires to offer the most marketable combination of products to its Federal customers. Issues that may enhance the UNICOR systems furniture product lines include, but are not limited to:

a. Maintaining a family appearance between products within a systems furniture product line.

b. Providing attractive and contemporary designs, finishes, features, ergonomics, and product flexibility.

c. Complementing FPI's existing systems furniture product offerings.

Offeror(s) may view UNICOR's website at www.unicor.gov to review existing product lines.

d. Offering a variety of product options, configurations, accessories, storage solutions, electrical capabilities, and future enhancements.

Warranty Information

High wear components such as slides and locking mechanisms have a 10-year warranty.

Electrical components are warrantied for 15 years from the component's date of manufacture with the exception of lamps and ballasts which have a 5-year warranty from their original date of manufacture.

Panel fabrics are warrantied for 5 years for fading under normal use and maintenance.

Steel structure components have a 5-year warranty.

GSA Pricing Information

Proposal shall list if the proposed systems furniture product is on a GSA Schedule. Proposal shall list the finished good systems furniture product part number and price of the product proposed on the GSA Schedule. GSA Schedule number shall be listed with the associated systems furniture product.

FPI will evaluate the offeror's ability to maximize the amount of profit that can be derived from these product lines. UNICOR is primarily interested in employing inmates. As such, proposals that most effectively generate inmate work opportunities and effectively utilize UNICOR's manufacturing capacity while offering a competitive systems furniture product line will be highly desired.

Offers may propose discount payment terms such as 5% - 20, Net 30; 4% - 10, Net 30; 2% - 10, Net 30 for consideration.

(b) Contract pricing may change during the term of the contract due to the inclusion of an Economic Price Adjustment (EPA) Clause in Section H of this solicitation. If the Producer Price Index does not warrant a price adjustment during the awarded contract period, the offeror agrees to continue current pricing until such time as an EPA adjustment is authorized.

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror(s) 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.

Future Option for Rights to Jointly Developed Products: If UNICOR and the successful offeror(s) jointly develop any new systems line, UNICOR requires the exclusive intellectual property rights to the newly manufactured systems lines developed. Intellectual property rights are defined as "copyrights, trademarks, and patents requiring written intellectual property licensing agreements. A licensing agreement or license is a contractual right that gives one permission to engage in a defined activity or to use certain property, including intellectual property, that is owned by another. These intellectual property law regulations are essential to enforcing the owner's rights in intellectual property." For any component parts of the newly designed system which UNICOR does not manufacture, the successful offeror must have the requisite intellectual property rights in any component parts, prior to engaging in any of these efforts with UNICOR.

UNICOR will require the successful offeror to indemnify and hold UNICOR harmless from any alleged patent infringement for use of the component parts. The product proposed for this requirement will be a desirable line that would be competitive with those items in the commercial marketplace. All items offered shall not infringe on any patents.

FPI reserves an option to this agreement to vertically integrate including the manufacture of any systems components or subcomponents subject to any patent rights the contractor may hold. Systems components and subcomponents are all the parts and materials that make up a system. Offerors will be required as part of the written proposal to provide a list of components that can be vertically integrated.

Evaluation Criteria – 8. Vertical Integration

Offerors shall submit a written vertical integration plan that will

explain how the offeror will assist FPI in manufacturing the offeror's component parts (referred to as "vertical integration"). Offerors will allow FPI the rights to vertically integrate any component parts or subassemblies for the systems under this contract, with the exception of any limitations that are specified in the contractor's proposal and incorporated into the contract (for example: proprietary components that are supplied by a subcontractor(s)). Further, FPI may substitute alternative components that it manufactures or assembles as long as those components meet form, fit and function requirements. The contractor(s) will give FPI the right and assist with any vertical integration or outsourcing of any component parts or subassemblies.
The vertical integration plan should address the following: the level of additional inmate employment that is expected, the required investment in equipment or tooling, any proposed compensation due to the contractor (and the services provided for that compensation), and the effect upon FPI's cost to manufacture the systems. Offerors are to provide a list of items that can be vertically integrated as part of the written proposal.
Any proposed compensation due to the contractor and its effect upon FPI's cost will solely be evaluated as a part of each offeror's technical proposal and will not be included in the evaluation of each offeror's price proposal.
If UNICOR and the awardee jointly develop any new system or systems line, UNICOR requires the exclusive intellectual property rights to the newly manufactured systems/components developed. Intellectual property rights are defined as "copyrights, trademarks, and patents requiring written intellectual property licensing agreements. A licensing agreement or license is a contractual right that gives someone permission to engage in a defined activity or to use certain property, including intellectual property, that is owned by someone else. These intellectual property law regulations are essential to enforcing the owner's rights in intellectual property."
For any component parts of the newly designed system which UNICOR does not manufacture, the successful offeror must have the requisite intellectual property rights in any component parts, prior to engaging in any of these efforts with UNICOR. UNICOR will require the successful offeror to indemnify and hold UNICOR harmless from any alleged patent infringement for use of the component parts.
UNICOR requests the use of the patent name from the offeror.

Offeror(s) shall provide information with the written proposal.

Each offeror shall provide products that shall complement UNICOR's existing systems, products, both freestanding panel system as well as a benching solution or be able to combine existing products with new offering that is complementary in addition to offering bestselling systems offerings. Offeror(s) shall propose their bestselling systems components in the current commercial market and shall provide many choices for customer selection. Each offeror shall provide their own interpretation of systems furniture components for this award based on your firm's top sellers in the current market.

UNICOR will require the successful offeror(s) to provide UNICOR with at least six (6) months advance notice for changes in component parts. Each new component part cannot be more expensive than the component part it is replacing. All offerors shall submit a complete bill of material that includes vendor part number, description, quantity required, unit price and extended price of each component part. Failure to submit completed Bill of materials and pricing may disqualify offerors from consideration. A sample bill of material is provided in the solicitation.

FPI's intention is to make multiple awards. Multiple awards will allow FPI to offer our customers a new product not previously in our collection, which may result in increased sales.

Product is to be delivered FOB Destination to the following UNICOR locations:

•,,UNICOR Ashland, State Route 716, Ashland, KY 41101

•,,UNICOR Coleman, 846 NE 54th Terrace, Coleman, FL 33521

•,,UNICOR Forrest City, 779 SFC 806, Forrest City, AR 72335

•,,UNICOR Milan, 4002 East Arkona Road, Milan, MI 48160.

During the term of this contract, UNICOR may expand its offering of systems componentry. If UNICOR defines a need for a systems product that was not included in the award, but meets this solicitation's specifications, UNICOR will modify the awarded contract(s) after market research has been conducted. However, UNICOR is not obligated to purchase additional product from the Contractor(s) unless it is determined to be in the Government's best interest. Under no circumstance will additional products be awarded to the Contractor(s) if prices or volumes are determined to be unreasonable.

UNICOR, Office Furniture Group has BIFMA level certification for its Milan, MI facility and may seek certification for other lines at a later date. To assist with BIFMA e3/level certification, UNICOR is soliciting offerors that will provide components from products having a Level 1 Certification and includes but is not limited to:

•„Indoor Air Quality Certification; Recycled Content; Energy and Water Impacts.

•„GREENGUARD Certification is an internationally recognized product emissions certification labeling program for manufacturers of low-emitting indoor products, furnishings, and materials. UNICOR is soliciting offerors that will provide components that are Green guard Certified.

•„In addition, offerors' manufacturing facilities, including any subcontractors, must be ISO 9001 certified or equivalent at time of submission of offers. All processes involved in the typical lines production shall be completely documented by providing the ISO certification with written proposal. If offerors are not ISO certified they must submit an equivalent to the ISO certification at time of submission of offer.

Green Guard Certification, BIFMA E-3 or equivalent, ISO certifica5tion - Offeror(s) are required to submit copies of Greenguard, BIFMA E-3, and ISO certificates with written proposal.

All components shall be available:

•„14 Calendar Days after receipt of delivery order.

•„Go Backs - 7 calendar days after receipt of delivery order. Go Backs are missing items discovered on an installation or missing parts from an original order that are needed to complete a job. These items will be issued on a separate delivery order with a 7-calendar day delivery after receipt of order.

Offers shall provide price break quantities for each item proposed.

Offerors included in the competitive range may be required to submit a mockup that shall contain at a minimum: 6' x 6' workstation, Storage Worksurface, Varying height panels, and any other unique features/accessories offered by your firm.

Technical Evaluation Board- UNICOR will assemble a technical evaluation board to review all proposals in accordance with the evaluation factors specified herein. Award will be made to the offeror(s) submitting the proposal that is determined to be the best overall value to the Government. The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the offeror's proposal.

Descriptive literature, specifications and typicals will be used in the evaluation process to evaluate form, fit, and function.

In addition, it shall be contemporary in design and allow for vertical integration by UNICOR.

If UNICOR makes a determination to have offerors provide a mockup they may or may not be returned to offeror(s). All mockups provided will be at no charge to the Government.

Transportation: UNICOR OFG is committed to reducing the impact that transportation of goods has on the environment by improving fuel efficiency and decreasing air pollution. OFG embraces good environmental stewardship and thus encourages our suppliers to use EPA approved SmartWay carriers by a company will be considered favorably in cases where two or more respondent companies are equivalent in mandatory criteria.

Engineering Change Notices- Engineering change notices shall be sent to UNICOR 90 calendar days prior to anticipated implementation and shall be implemented ONLY after written approval is provided to the offeror from UNICOR Contract Officer/ Specialist. Engineering change notices SHALL be sent by Offeror to:

•,,UNICOR Contract Specialist

o,,Peyton Perry, Supervisory Contracting Officer

UNICOR

FCC Coleman

352-330-8535

Peyton.Perry@usdoj.gov

o,,Tiffani Balestrini, Procurement Chief

UNICOR

FCC Allenwood

570-547-1990 ext 4669

tiffani.balestrini@usdoj.gov

o,,UNICOR's Senior Operations- TBD

o,,UNICOR's Product Support Center

Jonathan Wertz

Chief of OFG Product Support Center Office

(570)-547-1990 X 6322

Jonathan.Wertz2@usdoj.gov

o,,UNICOR's Chief of Sales- TBD

o,,

UNICOR will have 30 calendar days from time of receipt of notification to advise offeror of the acceptance of the ECN. UNICOR will provide written notification of its intent to retain old inventory or send back to offeror for an even exchange of the replacement parts. Engineering changes shall not increase the price of the raw material item(s) being replaced. New parts shall be priced the same or less than the item(s) they are replacing. In the case of the parts being discontinued and no longer needed, UNICOR shall return remaining stock to offeror to receive a credit within 7 calendar days of receipt of returned product. UNICOR will not be charged a restocking fee.

Offeror shall submit with proposal a letter as to the point(s) of contact(s).

Section D

D1. PACKAGING AND MARKING

Supplement: LCL APPR

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 RECEIVED WITHOUT A CERTIFICATE OF CONFORMANCE (COC) WILL NOT BE PROCESSED FOR PAYMENT UNTIL A COC IS PROVIDED.

All shipments should be labeled as follows:

a.,,Vendor name

b.,,Purchase Order number and/or Contract number

c.,,UNICOR Part Number and Item description

d.,,Item quantity and weight

e.,,Other pertinent information

f.,,Pallets or skids must be capable of being moved throughout the factory fully loaded using a forklift.

Warehouse at respective factory should be notified 24 hours prior to delivery to schedule delivery time.

Delivery Locations and hours are as follows:

Warehouse Information for all locations

UNICOR Coleman – 846 NE 54th Terrace, Coleman, FL 33521

DELIVERY HOURS: 8:00 AM TO 2:30 PM

MONDAY-FRIDAY EXCLUDING FEDERAL HOLIDAYS

Coleman Warehouse Point of contacts:

Warehouse Supervisor: Angela Butler, 352-330-8538

Email: angela.butler2@usdoj.gov

Warehouse Foreman:

S. Turner, 352-330-8518, Shawntay.Turner2@usdoj.gov

M. Carmack, 352-330-8524, Michael.carmack2@usdoj.gov

UNICOR Ashland – 888 State Rt. 716, Ashland, KY 41102

DELIVERY HOURS: 8:00 AM TO 2:30 PM

MONDAY-FRIDAY EXCLUDING FEDERAL HOLIDAYS

Ashland Warehouse Point of contact:

Z. Travis, 606-929-4180, zachary.travis2@usdoj.gov

Warehouse Foreman:

Ray Moore, 606-929-4184, ray.moore@usdoj.gov

Derrell Chapman, 606-929-4183, darrell.chapman2@usdoj.gov

UNICOR Forrest City – 779 SFC 806, Forrest City, AR 72335

DELIVERY HOURS: 8:00 AM TO 2:30 PM

MONDAY-FRIDAY EXCLUDING FEDERAL HOLIDAYS

Forrest City Warehouse Points of contact:

Warehouse Supervisor:

C. Murphy, 870-630-6000 x 1347, Casey.Murphy2@usdoj.gov

Warehouse Foreman:

L. Cook, 870-630-6000 x1369, Levi.Cook2@usdoj.gov

S. Gatchel, 870-630-6000 x1054, Stanley.Gatchel2@usdoj.gov

J. Peeler, 870-630-6000 x 1347, Joseph.Peeler2@usdoj.gov

UNICOR Milan, Federal Prison Industries, 4004 Arkona Rd, Milan, MI,

48160

DELIVERY HOURS: 8:00 AM TO 2:30 PM

MONDAY-FRIDAY EXCLUDING FEDERAL HOLIDAYS

Warehouse Supervisor:

R. Juozapaitis, 734-439-1511 x3381, ryan.juozapaitis2@usdoj.gov

Milan Warehouse Foreman:

M. Mathias, 734-439-1511 x3381, malissa.mathias2@usdoj.gov

UNICOR Beckley, Federal Prison Industries, 1600 Industrial Park Rd.,

Beaver, WV 25813

DELIVERY HOURS: 8:00 AM TO 2:30 PM

MONDAY-FRIDAY EXCLUDING FEDERAL HOLIDAYS

Section E

E1. 52.246-2 Inspection of Supplies-Fixed-Price (Aug 1996)

E2. 52.246-15 Certificate of Conformance. (APR 1984)

E3. 52.246-16 Responsibility for Supplies (Apr 1984)

Section F

F1. DELIVERY ORDER

Supplement: LCL

APPR Delivery Orders can be submitted to offerors via fax or email. UNICOR does not mail delivery orders. Order confirmation shall be signed and dated in blocks 30a, b and c of the delivery order and confirmation must be returned to the contracting officer within 24 hours of order receipt. Order confirmation containing the following information must be emailed to the following individuals:

FCI Coleman and Ashland: Joshua.hummel2@usdoj.gov

FCI Forrest City and Milan: barbara.mcmaster@usdoj.gov

a. Date of order

b. Contract number and order number

c. Item number and description, quantity, and unit price

d. Delivery or performance date

e. Place of delivery

f. Shipping instructions

g. Accounting data

h. Any other pertinent information

Initial delivery lead time on all awards will be 14 days after date of award. After the initial delivery, all delivery lead times will be 14 days for all orders placed, unless otherwise noted. ****PLEASE NOTE, DELIVERY DAY IS CALENDER DAYs******

F2. TIME OF DELIVERY/DELIVERY SCHEDULE

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

Primary for Coleman and Asland

Josh Hummel

Contract Specialist

570-547-1990 ext 4651

email joshua.hummel2@usdoj.gov

Primary for Forrest City and Milan

Barbara McMaster

Contract Specialist

662-751-4800 ext 4112

Email Barbara.mcmaster@usdoj.gov

F3. 52.247-34 F.O.B. Destination (Jan 1991)

FPI Ashland, 888 State Rt 716, Ashland, KY 41101

FPI Forrest City, 779 SFC 806, Forrest City, AR 72335

FPI Coleman, 846 NE 54th Terr, Coleman, FL 33521

FPI Milan, 4004 Arkona Rd, Milan, MI, 48160

Section G

G1. JAR 2852.201-70 Contracting Officer's Representative (COR) (NOV 2020)

(a) COR'S listed below are hereby designated to act as Contracting Officer's Representative (COR) under (contract #), for the period of 5 years.

•,,FCI Allenwood - Merv Sauder

•,,FCI Beckley - Richard Worrells & David Betkijian

•,,FCC Coleman - Mariano Perez

(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.

G2. 52.216-32 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.

Edward Porras, FPI Controller

,,400 First St NW

,,Washington, DC 20534

,,Email: Edward.Porras@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.

(Use Alt I if other agencies can use contract.)

Section H

FPI 1000HI Economic Price Adjustment

(a) Twelve (12) months after contract award date, and every twelve (12) months thereafter, contract prices for the succeeding twelve (12) month period may be adjusted in accordance with the change in PPI Index PCU337211337211, Wood Office Furniture Manufacturing, using the simple percentage method described in the U.S. Department of Labor, Bureau of Labor Statistics "Escalation Guide for Contracting Parties, available at http://www.bls.gov/ppi/ppiescalation.htm. This will be calculated as follows: index at time of calculation, divided by index at time base price was set. Multiply result by base price, equals adjusted price. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST THIS ADJUSTMENT.

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

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

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

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

(f) PPI data can be obtained from the Bureau of Labor Statistics website, by emailing the PPI at ppi-info@bls.gov, or by calling (202) 691-7705.

Section I:

I1. 52.203-6 ALT 1 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Nov 2025)

I2. 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)

I3. 52.203-13 Contractor Code of Business Ethics and Conduct. (Nov 2025)

I4. 52.203-17 Contractor Employee Whistleblower Rights. (Nov 2025)

I5. 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (Jan 2017)

I6. 52.204-13 System for Award Management Maintenance. (Nov 2025)

I7. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Apr 2026)

I8. 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Nov 2025)

I9. 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Apr 2026)

I10. 52.211-11 Liquidated Damages-Supplies, Services, or Research and Development (Sept 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of 5% per calendar week of delay.

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

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

I11. 52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Apr 2026)

(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.

52.216-22 Indefinite Quantity. (Oct 1995).

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

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

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

(d) Any order issued during the 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 the completion of the performance period.

I12. 52.215-8 Order of Precedence-uniform Contract Format (Dec 2025)

I13. 52.216-18 Ordering (Aug 2020)

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

(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) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

52.216-19 Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $100.00, 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 $100,000.00;

(2) Any order for a combination of items in excess of $400,000; or

(3) A series of orders from the same ordering office within 3 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 _____ 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.

I14. 52.217-2 Cancellation Under Multiyear Contracts (Oct 1997)

I15. 52.217-6 Option for Increased Quantity (Mar 1989)

I16. 52.219-8 Utilization of Small Business Concerns (Dec 2025)

I17. 52.219-9 Small Business Subcontracting Plan (Dec 2025)

I18. 52.219-33 Nonmanufacturer Rule (Dec 2025)

I19. 52.222-3 Convict Labor (Dec 2025)

I20. 52.222-19 Child Labor-Cooperation with Authorities and Remedies (Dec 2025)

I21. 52.222-35 Equal Opportunity for Veterans (Dec 2025)

I22. 52.222-36 Equal Opportunity for Workers with Disabilities (Dec 2025)

I23. 52.222-37 Employment Reports on Veterans (Dec 2025)

I24. 52.222-50 Combating Trafficking in Persons (Dec 2025)

I25. 52.222-90 Addressing DEI Discrimination by Federal Contractors. (Dec 2025)

I26. 52.223-23 Sustainable Products (Dec 2025)

I27. 52.224-3 Privacy Training (Jan 2017)

I28. 52.225-1 Buy American-Supplies (DEVIATION DATE)

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105 .

Domestic end product means—

(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured end product mined or produced in the United States;

(ii) An end product manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic.

Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(B) The end product is a COTS item; or

(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

End product means those articles, materials, and supplies to be acquired under the contract for public use.

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign end product means an end product other than a domestic end product.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item, except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

I29. 52.225-5 Trade Agreements (Nov 2023)

I30. 52.226-7 Drug-Free Workplace (May 2024)

I31. 52.226-8 Encouraging Contractor Policies to Ban Text Messaging

While Driving (MAY 2024)

I32. 52.227-1 Authorization and Consent (Jun 2020)

I33. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)

I34. 52.227-3 Patent Indemnity (Apr 1984)

I35. 52.229-3 Federal, State, and Local Taxes (Aug 2025)

I36. 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation.(August, 2025)

I37. 52.232-1 Payments (Apr 1984)

I38. 52.232-8 Discounts for Prompt Payment (Feb 2002)

I39. 52.232-23 Assignment of Claims (May 2014)

I40. 52.232-29 Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)

I41. 52.232-33 Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)

I42. 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

I43. 52.233-1 Disputes Alt I (Nov 2026)

I44. 52.233-3 Protest after Award (Nov 2025)

I45. 52.233-4 Applicable Law for Breach of Contract Claim (Nov 2025) Clause

I46. 52.240-91 Security Prohibitions and Exclusions (Nov 2025)

I47. 52.242-5 Payments to Small Business Subcontractors (Jan 2017)

I48. 52.242-13 Bankruptcy (July 1995)

I49. 52.243-1 Changes-Fixed Price (July 2025)

I50. 52.244-6 Subcontracts for Commercial Products and Commercial Services (Nov 2025)

I51. 52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012)

I52. 52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)

I53. 52.252-2 Clauses Incorporated By Reference (Feb 1998)

I54. 52.252-6 Authorized Deviations in Clauses (Nov 2020)

I55. 52.253-1 Computer Generated Forms (Dec 2025)

I56. 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.
(End of Clause)

I57. DOJ-08 Continuing Contract Performance During a Pandemic Influenza or Other National Emergency (OCT 2007)

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

•Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.

•Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.

•Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.

•Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.

•Establish communication processes to notify employees of activation of this plan.

•Integrate pandemic health crisis response expectations into telework agreements.

•With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees 'personal computers and provide them with PCs or laptops as appropriate.

•Determine how all employees who may telework will communicate with one another and with management to accomplish work.

•Practice telework regularly to ensure effectiveness.

•Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.

•Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

The Department does reserve the right in such emergency situations to use federal employees. employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of federal Procurement Policy issuance "Emergency Acquisitions", May, 2007 and Subpart 18.2. Emergency Acquisition Flexibilities, of the federal Acquisition Regulations.

(End Of Clause)

I58. DOJ-09 Large Language Models (MAR 2026)

(a),,Definitions.

1.,,"Large language model" (LLM) means a generative Artificial Intelligence (AI) model trained on vast, diverse datasets that enable the model to generate natural-language responses to user prompts.

2.,,"Restricted Intellectual Property" means computer code (whether machine readable or written in a programming language) and model weighting information.

(b),,Compliance with Unbiased AI Principles. Any LLM provided under this contract, including an LLM integrated into another software product or service, must adhere to the Unbiased AI Principles, truth-seeking and

ideological neutrality, as set forth in Executive Order 14319,
Preventing Woke AI in the Federal Government (July 23, 2025).

(c),,End-User Feedback. LLMs provided under this contract must provide a meaningful option for an end-user to submit feedback and provide notice on outputs, including those that violate the Unbiased AI Principles (such as a general inbox, specific product point of contact, or similar mechanism).

(d),,Disclosure Obligations. The Offeror (or, in the event of an existing contract, the Contractor) must clearly disclose any planned or potential provision of an LLM as part of the Offer (or, in the event of an existing contract, in a separate disclosure provided within ten days of the date on which this clause is incorporated into the contract).

This disclosure must include the following information:

1.,,The LLM acceptable use policy;

2.,,LLM model, system, and/or data cards, ordinarily including summaries of the training process, identified risks and mitigations, and model evaluation scores on LLM benchmarks;

3.,,Architecture decision records, application programming interface documentation and specifications, data lineage and dataset descriptions;

4.,,Development artifacts including contextual documentation, project blueprints and boilerplates;

5.,,Process and governance artifacts including product requirements documents, traceability reports, security checklists and risk assessments, and evaluation and test results;

6.,,Explanation of the proposed user-interface and user-experience (human-centered) design approach<(>,<)>

7.,,If the proposed LLM utilizes model merging or model blending, documentation of details on this process<(>,<)>

8.,,Key characteristics including format, version control, purpose, and proposed evaluation and quality assurance plans;

9.,,Recommended architectural and data workflow diagrams on where the proposed model would reside, how the model would address data inputs and outputs, and what connections and safeguards it hosts in relation to other versions, models, or iterations external to the proposed model residence;

10.,,End-user resources for the LLM (e.g., product tutorials, developer guides, or other best tools to help customers ensure proper use of the LLM and maximize utility);

11.,,Details regarding the mechanism(s) for end user feedback; and

12.,,Any additional information identified as necessary to assess compliance with the Unbiased Principles either explicitly required in the solicitation or, for existing contracts, in an agency request.

Nothing in this paragraph shall require the Offeror to disclose Restricted Intellectual Property.

(e),,Materiality of Performance. The requirements stated in this section are material to eligibility, performance, and payment under the contract. In the event that the Contracting Officer notifies the Contractor that an LLM provided under this contract fails to comply with the provisions of this section, and the Contractor fails to cure the violation within a reasonable period, the Department shall be entitled to terminate the contract for default (or in the case of a commercial contract, for cause) and the Contractor shall be responsible for all resulting costs and other damages, including those associated with decommissioning the LLM.

(f),,Subcontractor Obligations. The requirements in this section shall be flowed-down to and shall apply to LLMs provided by subcontractors at all tiers.

(End of Clause)

Section J

List all documents being posted to SAM.gov and required to be completed by offeror for submission with offer.

•,,Solicitation Document

•,,Bid Tab

•,,Business Management Questionnaire

•,,NCIC Form

•,,Greengaurd Certification

•,,ISO Certification

•,,BIFMA Certification

Section K

K1. 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)

K2. 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (Jan 2017)

K3. 52.204-16 Commercial and Government Entity Code Reporting. (Aug 2020)

K4. 52.204-17 Ownership or Control of Offeror. (Aug 2020)

K5. 52.204-29 Federal Acquisition Supply Chain Security Act Orders - Representation and Disclosures. (Dec 2023)

K6. 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2025)

K7. 52.209-5 Certification Regarding Responsibility Matters (April 2026)

K8. 52.209-7 Information Regarding Responsibility Matters (April 2026)

K9. 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (April 2026)

K10. 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (April 2026)

K11. 52.209-12 Certification Regarding Tax Matters (OCT 2025)

K12. 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Nov 2025)

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

K13. 52.215-6 Place of Performance (Dec 2025)

(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 than Offeror or Respondent

____

____

____

____

(End of provision)

K14. 52.216-27 Single or Multiple Awards (Oct 1995)

K15. 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2021)

K16. 52.225-2 Buy American Certificate (Oct 2022)

K17. 52.225-6 Trade Agreements Certificate (Feb 2021)

K18. 52.225-18 Place of Manufacture (Aug 2018)

Section L

L1. 52.204-7 System for Award Management. (Nov 2024)

L2. 52.233-2 Service of Protest (Nov 2025)

L3. 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Nov 2025)

L4. 52.252-1 Solicitation Provisions Incorporated by Reference. (Feb 1998)

L5. 52.252-3 Alterations in Solicitation (Apr 1984)

Portions of this solicitation are altered as follows:

Add 52.215-1 Instructions to Offerors – Competitive Acquisition with Alternate I.

L6. FPI 999.999-9 BUSINESS MANAGEMENT QUESTIONNAIRE

Supplement: LCL APPR

INSTRUCTIONS: Offerors will identify previous federal, state, local government and private contracts, which they are currently performing on or have performed on and that are similar in scope to the requirement being evaluated. List at least three (3) and no more than five (5) contracts for evaluation. References provided shall be for contracts performed within the past three (3) to five (5) years. All references provided may or may not be used in the evaluation of the contractor's performance.

List one reference per form. (Form may be duplicated)

NOTE: If you performed any similar contracts for UNICOR, list them first.

Reference 1:

Name, Address, Telephone number, email address and point of contact.

Contract Number:

Type of Contract:

Contract Dollar Value:

Description of supply or service provided:

Reference 2:

Name, Address, Telephone number, email address and point of contact.

Contract Number:

Type of Contract:

Contract Dollar Value:

Description of supply or service provided:

Reference 3:

Name, Address, Telephone number, email address and point of contact.

Contract Number:

Type of Contract:

Contract Dollar Value:

Description of supply or service provided:

Section M

M1. 52.212-2 Evaluation—Commercial Products and Commercial Services (Nov 2025)

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

•,,Technical

•,,Past Performance

•,,ISO Certification

•,,Greengaurd Certification

•,,BIFMA Certification

•,,Price

(b) Options (if applicable). 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.

See Section M2. for explanation of how each item will be evaluated.

M2. The Contracting Officer will make award to the offeror(s) whose proposal represents the best overall expected value and that is considered most advantageous to its interests based on the criteria specified in this solicitation. The Contracting Officer will develop a level of confidence assessment rating for each offeror(s). This rating will be used to adjust the Government's evaluation of the offeror' s proposal, and may highly influence the determination of which offeror(s) represents the best overall expected value.
Those subfactors, as set forth in "Evaluation Criteria", upon which a comparative ranking of proposals will be based in accordance with relative order of importance accorded each factor:

Technical will be rated on a Pass/Fail criteria. **If an offeror fails the technical review process, the offer will be excluded from further consideration. The vendor will be notified at the earliest possible convenience to the Contract Officer."

Domestic Content Superiority Offerors will be evaluated on the degree to which the offered end product is manufactured in the United States and contains 100% domestic components/materials. The following criteria will be used to assign a rating of High, Intermediate, or Low.

High rating: End product manufactured in the United States with 100% domestic content.

Intermediate rating: End product manufactured in the United States that qualifies as COTS or meets the statutory domestic content threshold.

Low rating: End product not manufactured in the United States, or manufactured in the United States but containing less than the statutory domestic content threshold (or any foreign content that would otherwise disqualify it under BAA/TAA/EO requirements).

Offerors proposing products that fail to meet the minimum domestic content/manufacturing requirements may be determined non-responsive or ineligible for award. This factor will be significantly more important than price or any other non-cost factor..

Past Performance: Offerors past performance will first be evaluated for relevancy and recentness. Only relevant, recent past performance contracts will then be evaluated for the offerors performance and given an adjectival rating . The offeror will then be given an overall confidence assessment rating, based on the average of the adjectival ratings listed below.

Poor ,,-,,Unfavorable

Marginal,,-,,More unfavorable than favorable

Good,,,,-,,More favorable than unfavorable

Excellent,,-,,Entirely favorable

The adjectival rating will be awarded by the representative giving the past performance review. However, if the past performance is obtained from CPARS, the Contract Officer will determine the appropriate adjectival rating based on the information provided in CPARS.

Certifications will be rated on a Pass/Fail criteria.

Pricing

Offerors are to provide pricing for each item on the solicitation. The price proposal will be evaluated through price competition of this acquisition and the Government estimate. Fairness and reasonability will be determined accordingly by the contracting officer.

Offers may propose discount payment terms such as 5% - 20, Net 30, 4% - 10, Net 30, 2% - 10, Net 30 for consideration, as part of their pricing proposal.

M3. Offeror(s) are advised that the Government intends to evaluate proposals and award without discussions. Therefore, the initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

M4. Tradeoff Process: It may be in the government's best interest to consider award to other than the lowest priced offeror(s) or other than the highest technical rated offeror(s). This process may include tradeoffs among cost/price and non-cost factors and allows the Government to accept other than the lowest prices proposal if the perceived benefits of the higher priced proposal are determined to merit the additional cost.

M5. Each proposal package shall consist of the following completed and signed documents:

1.,,SSF 1449

2.,,Amendments

3.,,SAM Registration

4.,,Unique Entity Identification Number

5.,,TIN Number

6.,,(3) Business Management Questionnaires

7.,,(3) Completed Past Performance Surveys

8.,,Pricing - Excel Price Sheets

M6. Business Management Questionnaire forms can found in the language of this solicitation.

Vendors shall submit signed and dated offers either by postal mail or email. The email address to submit offers is peyton.perry@usdoj.gov. All offerors shall confirm the receipt of their proposal with Peyton Perry Contract Specialist.

M7. The date and time for receipt of proposals is Friday, September 25, 2026 at 2:00 PM, EST. Offers must indicate Solicitation No. FN1610-26, 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, price and any discount terms. Offeror must ensure all SAM documentation is completed and current, Representations and Certifications FAR 52.212-3, and include acknowledgment of all amendments, if issued.

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 120 calendar days from the date specified for receipt of offers. Offers or modifications to offers received at the address specified for the receipt of offers after the exact time specified may not be considered.

Questions regarding this requirement may be addressed in writing to Peyton Perry at peyton.perry@usdoj.gov. All FAR forms, clauses and provisions necessary to submit an offer may be accessed at the following web site: http://acquisition.gov/far.