

SV0102-27 Aluminum Blanks

Solicitation Posting: 10/23/2026
Questions Deadline: 11/6/2026 8AM EST
Proposal Deadline: 11/13/2026 2PM EST
Contract: 2 Year, Firm Fixed Price, IDIQ, EPA
EPA Index: PCU331315331315 Aluminum Sheet, Plate, and Foil Manufacturing.
Small Business Set Aside: 100%
Submissions Email: Wesley Newell, Contract Specialist, wesley.newell2@usdoj.gov
Delivery Terms: FOB Destination to Unicor, 14601 Burbridge Rd, Cumberland, MD, 21502.

PART I: INFORMATION

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; offers are being requested and a written solicitation will not be issued. The solicitation number is SV0102-26 and this solicitation is issued as a Request For Quote (RFQ). The North American Industry Classification System code is 331315 Aluminum Sheet, Plate and Foil Manufacturing (small business size 1,400). This requirement is 100% set-aside for small business; small business size standard for this solicitation is 1,400 employees. UNICOR, Federal Prison Industries, Inc., intends to enter into a two (2)-year, firm-fixed-price, indefinite delivery-indefinite quantity contract for the following commercial item(s):

Line 1 SBL0127A	ALUM-BLANK,10INX7IN,.040-THK,CAUTION* ALUM-.040X2.5X15-C.YEL/C.YEL-MASK-SQ-CNR	50,000 EA
Line 2 SBL0133	ALUM,BLNK,.032"X4-1/2"X5",YELLOW ALUM-.040X2.5X15-C.YEL/C.YEL-MASK-SQ-CNR	20,000 EA
Line 3 SBL0128	.032"X2-1/2"X15",RECTANGLE,ALUMINUM, ALUM-.040X2.5X15-C.YEL/C.YEL-MASK-SQ-CNR	1,000 EA

Guaranteed contract minimum is 40,000 EA.

Minimum delivery order is 4,000 ft or \$10,520.

Maximum delivery order is 10,000 ft or \$26,300.

Offers must include the following:

Solicitation: _____ SV102-27 Aluminum Blanks _____

Company Name: _____

Company Address: _____

SAM Unique Entity Identifier (UEI): _____

Business Size: (Large or Small): _____

Company Point of Contact: _____

Telephone number: _____

Email Address: _____

Line-Item Pricing: Line 1: _____; Lead Time: _____

Line-Item Pricing: Line 2: _____; Lead Time: _____

Line-Item Pricing: Line 3: _____; Lead Time: _____
Technical Descriptions of Items Offered
Country of Origination: _____
Rolled/Manufactured in USA: (Yes / No)
Warranty: _____
Acknowledgement of Any Amendments Posted to SAM.gov.
Three Business Management Questionnaires for past performance.

Delivery schedule will be established at time of award.
Delivery orders will be issued in accordance with 52.216-19.

By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database (System Award Management) prior to submitting a proposal, during performance and through final payment of any contract resulting from this solicitation.

Commercial Goods Evaluation Factors: Technical specifications, price, past performance, and delivery time.

Technical and past performance, when combined, are: More important than price.

NOTICE TO GOVERNMENT WHEN CONTRACTOR(S) DELAYS:

In the event the contractor(s) encounter difficulty in meeting performance requirements, or when there is an anticipated difficulty in complying with the delivery terms or completion dates, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely delivery/performance of this contract, the contractor must immediately notify the Field Administrative Contracting Officers at UNICOR Cumberland or in writing, giving pertinent details. This information will not be construed as a waiver by the Government of the required delivery schedule, or the Governments rights to impose consideration against delinquencies or other remedies provided by this contract.

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

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

1. A price reduction shall apply to purchases under this contract if, after the award date, the Contractor-

- i) Revises downward its commercial catalog, price list, schedule, etc., to its best commercial customers (or category of customers) below the awarded price under this contract;
- ii) Grants more favorable discounts or terms and conditions to its best commercial customers than those contained in this contract that would result in prices below the awarded price under this contract, an/or
- iii) Grants special discounts to its best commercial customer (or category of customers) that would result in prices lower than the awarded price under this contract.

2. The Contractor shall offer the price reduction to FPI with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as

soon as possible, but not later than 15 calendar days after its effective date.

Future requirements for these or similar items from this or other UNICOR factories may be added to the resulting contract if considered to fall within the scope of work and the price is determined to be fair and reasonable.

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

Invoices are to be emailed to: Accounts.payable@usdoj.gov

PART II: PROVISIONS

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

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

52.204-7, System for Award Management (Nov 2024)

52.204-9, Personal Identity Verification of Contractor Personnel (Jan 2011)

52.209-12 Certification Regarding Tax Matters.

As prescribed in [9.104-7](#)(e), insert the following provision:

Certification Regarding Tax Matters (Oct 2025)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has ☐ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not ☐ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not ☐, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.212-1, Instructions to Offerors – Commercial Products and Commercial Services (Sept 2023).

52.212-2, Evaluation - Commercial Products and Commercial Services (Nov 2021).

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

Technical specifications, price, past performance, and delivery time.

Technical and *past performance*, when combined, are: ***More important than price.***

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

(c) A written notice of award or acceptance of an *offer*, mailed or otherwise 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.

(END OF PROVISION)

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

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

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

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

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

52.219-2 Equal Low Bids.

As prescribed in [19.309\(b\)](#), insert the following provision:

Equal Low Bids (Oct 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

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

52.222-48 Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

(May 2014)

52.222-56 Certification Regarding Trafficking in Persons Compliance Plan.

(Oct 2025)

52.223-4 Recovered Material Certification. (May 2008)

52.225-2, Buy American Certificate (**OCT 2022**)

52.225-4 Buy American-Free Trade Agreements-Israeli Trade Act Certificate.
(NOV 2023)

52.225-6 Trade Agreements Certificate. (Feb 2021)

52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification. (Aug 2009)

52.225-25 Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. (Jun 2020)

52.226-3 Disaster or Emergency Area Representation. (Nov 2007)

(a) *Set-aside area.* The area covered in this contract

is: _____ *[Contracting Officer to fill in with definite geographic boundaries.]*

(b) *Representations.* The offeror represents that it ☐ does ☐ does not reside or primarily do business in the designated set-aside area.

(c) An offeror is considered to be residing or primarily doing business in the set-aside area if, during the last twelve months-

(1) The offeror had its main operating office in the area; and

(2) That office generated at least half of the offeror's gross revenues and employed at least half of the offeror's permanent employees.

(d) If the offeror does not meet the criteria in paragraph (c) of this provision, factors to be considered in determining whether an offeror resides or primarily does business in the set-aside area include-

(1) Physical location(s) of the offeror's permanent office(s) and date any office in the set-aside area(s) was established;

(2) Current state licenses;

(3) Record of past work in the set-aside area(s) (*e.g.*, how much and for how long);

(4) Contractual history the offeror has had with subcontractors and/or suppliers in the set-aside area;

(5) Percentage of the offeror's gross revenues attributable to work performed in the set-aside area;

(6) Number of permanent employees the offeror employs in the set-aside area;

(7) Membership in local and state organizations in the set-aside area; and

(8) Other evidence that establishes the offeror resides or primarily does business in the set-aside area. For example, sole proprietorships may submit utility bills and bank statements.

(e) If the offeror represents it resides or primarily does business in the set-aside area, the offeror shall furnish documentation to support its representation if requested by the Contracting Officer. The solicitation may require the offeror to submit with its offer documentation to support the representation.

(End of provision)

52.229-11 Tax on Certain Foreign Procurements—Notice and Representation. (Jun 2020)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications

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

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

PART III: FAR CLAUSES

52.203-13 Contractor Code of Business Ethics and Conduct. (Nov 2021)

52.203-17 Contractor Employee Whistleblower Rights. (Nov 2023)

52.204-13 System for Award Management Maintenance. (Oct 2018)

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations. (Nov 2015)

52.212-4, Contract Terms and Conditions - Commercial Products And Commercial Services (NOV 2023).

52.216-2 Economic Price Adjustment-Standard Supplies. (Nov 2021)

(a) The Contractor warrants that the unit price stated in the Schedule for _____ [*offeror insert Schedule line item number*] is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that-

(1) Is an established catalog or market price for a commercial product sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective-

(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

(End of clause)

52.216-18, Ordering (AUG 2020).

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01/31/2026 through 01/30/2028.

(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.

(END OF CLAUSE)

52.216-22 Indefinite Quantity.

As prescribed in 16.505(e), insert the following clause:

Indefinite Quantity (DEVIATION DATE)

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

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

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

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

(End of clause)

52.219-6 Notice of Total Small Business Set-Aside. (July 2026)

52.219-8 Utilization of Small Business Concerns. (July 2026)

52.219-33 Nonmanufacturer Rule. (Sep 2021)

52.222-3 Convict Labor.

52.222-35 Equal Opportunity for Veterans.

52.222-36 Equal Opportunity for Workers with Disabilities. (Jun 2020)

52.222-37 Employment Reports on Veterans. (Jun 2020)

52.222-50 Combating Trafficking in Persons. (Oct 2025)

52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024)

52.223-23 Sustainable Products and Services. (May 2024)

52.224-3 Privacy Training. (Jan 2017)

52.225-1 Buy American-Supplies (Oct 2022)

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving. (MAY 2024)

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

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

52.232-33 Payment by Electronic Funds Transfer-System for Award Management.

52.232-36 Payment by Third Party.

52.233-3 Protest after Award. (Aug 1996)

52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004);

52.246-15, Certificate of Conformance (APR 1984)

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

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

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

www.acquisition.gov

52.252-6, Authorized Deviation in Clauses (NOV 2020). (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

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

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)

DOJ-02 Contractor Privacy Requirements (JAN 2022)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

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

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

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

(3) Prior Approval Required to Hire Subcontractors

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

(4) Separation Checklist for Contractor Employees

The Contractor shall complete and submit an appropriate separation checklist to the Contracting Officer before any employee or Subcontractor employee terminates working on the contract. The Contractor must submit the separation checklist on or before the last day of employment or work on the contract. The separation checklist must verify: (1)

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

return of any Government-furnished equipment; (2) return or proper disposition of personally identifiable information (PII)², in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor’s facilities or systems that would permit the terminated employee’s access to PII or other sensitive information.

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

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

B. Privacy Training, Safeguarding, and Remediation

(1) Required Security and Privacy Training for Contractors

The Contractor must ensure that all employees take appropriate privacy training, including Subcontractors who have access to PII as well as the creation, use, dissemination and/or destruction of PII at the outset of the employee’s work on the contract and every year thereafter. Training must include procedures on how to properly handle PII, including heightened security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of PII. These courses, along with more information about DOJ security and training requirements for Contractors, are available at <https://www.justice.gov/jmd/learndojo>. The [Federal Information Security Modernization Act of 2014 \(FISMA\)](#) requires all individuals accessing DOJ information to complete training on records management, cybersecurity awareness, and information system privacy awareness. Contractor employees are required to sign the “Privacy Rules of Behavior,” acknowledging and agreeing to abide by privacy law, policy, and certain privacy safeguards, prior to accessing DOJ information. These Rules of Behavior are made

available to all new users of DOJ's computer network and to trainees at the conclusion of DOJ-OPCL-CS-0005.

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

(2) Safeguarding PII Requirements

Contractor employees must comply with DOJ Order 0904 and other guidance published to the publicly-available Office of Privacy and Civil Liberties (OPCL) Resources page³ relating to the safeguarding of PII, including the use of additional controls to safeguard sensitive PII (e.g., the encryption of sensitive PII). This requirement flows down from the Prime Contractor to all Subcontractors and lower tiered subcontracts.

(3) Non-Disclosure Agreement Requirement

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

- a) prohibits the Contractor from retaining or divulging any PII or other sensitive information, or derivatives thereof, furnished by the Government or to which they may otherwise come in contact as a result of their performance of work under the contract/task order that is otherwise not publicly available, whether or not such information has been reduced to writing; and
- b) requires the Contractor to report any loss of control, compromise, unauthorized disclosure, or unauthorized acquisition of PII or other sensitive information to the component-level or headquarters Security Operations Center within one (1) hour of discovery.

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

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

The Contractor's invoicing, billing, and other financial or administrative records or databases is not authorized to regularly store or include any sensitive PII or other confidential government information that is created, obtained, or provided during the performance of the contract without the written permission of the Senior Component

Official for Privacy (SCOP). It is acceptable to list the names, titles and contact information for the Contracting Officer, COR, or other personnel associated with the administration of the contract in the invoices as needed.

(5) Reporting Actual or Suspected Data Breach

Contractors must report any actual or suspected breach of PII within one hour of discovery.⁴ A “breach” is an incident or occurrence that involves the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose. The report of a breach must be made to DOJ. The Contractor must cooperate with DOJ’s inquiry into the incident and efforts to minimize risks to DOJ or individuals, including remediating any harm to potential victims.

- a) The Contractor must develop and maintain an internal process by which its employees and Subcontractors are trained to identify and report the breach, consistent with DOJ Instruction 0900.00.01⁵, Reporting and Response Procedures for a Breach of Personally Identifiable Information.
- b) The Contractor must report any such breach by its employees or Subcontractors to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000); Component-level Security Operations Center and Component-level Management Team, where appropriate; the COR; and the Contracting Officer within one (1) hour of the initial discovery.
- c) The Contractor must provide a written report to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000) within 24 hours of discovery of the breach by its employees or Subcontractors. The report must contain the following information:
 - i. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.⁶ Date, time, and location of the incident.
 - ii. Amount, type, and sensitivity of information that may have been lost or compromised, accessed without authorization, etc.
 - iii. Contractor’s assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.⁷
 - iv. Names and classification of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
 - v. Cause of the incident and whether the company’s security plan was followed and, if not, which specific provisions were not followed.⁸
 - vi. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.

- vii. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.
- d) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
- e) At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access PII or to work on that contract based on their actions related to the loss or compromise of PII.

(6) Victim Remediation

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

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

- a) The Contractor must ensure that all employees and Subcontractors that have access to PII as well as to those involved in the creation, use, dissemination and/or destruction of PII take the [*DOJ Records and Information Training for New Employees \(RIM\)*](#) training course or another training approved by the Contracting Officer or COR. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. The

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

- b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records containing PII and those covered by the Privacy Act of 1974. These policies

include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

- a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency information. The Contractor shall certify, in writing, the appropriate disposition or return of all Government information at the conclusion of the contract or at a time otherwise specified in the contract. In accordance with 36 CFR 1222.32, the Contractor shall maintain and manage all Federal records created in the course of performing the contract in accordance with Federal law. Records may not be removed from the legal custody of DOJ or destroyed except in accordance with the provisions of the agency records schedules.
- b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and may be considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
- c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

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

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

(2) Requirements for Contractor IT Systems Hosting Government Data

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

(3) Requirement to Support Privacy Compliance

- a) If this contract requires the development, maintenance or administration of information technology⁹, the Contractor shall support the completion of the Initial Privacy Assessment (IPA) document, if requested by Department personnel. An IPA is the first step in a process to identify potential privacy issues and mitigate privacy risks. The IPA asks basic questions to help components assess whether additional privacy protections may be needed in designing or implementing a project¹⁰ to mitigate privacy risks, and whether compliance work may be needed. Upon review of the IPA, the OPCL determines whether a Privacy Impact Assessment (PIA) document and/or SORN, or modifications thereto, are required. The Contractor shall provide adequate support to complete the applicable risk assessment and PIA document in a timely manner, and shall ensure that project management plans and schedules include the IPA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DOJ, including IPAs, PIAs, and SORNs, is located on the DOJ OPCL website (<https://dojnet.doj.gov/privacy/>), including DOJ Order 0601, Privacy and Civil Liberties. The Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.
- b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy risk assessment and documentation, the Contractor shall provide adequate support to DOJ to ensure DOJ can complete any required assessment, and IPA, PIA, SORN, or other supporting documentation to support privacy compliance. The Contractor shall work with personnel from the program office, OPCL, the Office of the Chief Information Officer (OCIO), and the Office of Records Management and Policy to ensure that the privacy assessments and documentation are kept on schedule, that the answers to questions in the documents are thorough and complete, and that questions asked by the OPCL and other offices are answered in a timely fashion. The Contractor must ensure the completion of required PIAs and documentation of privacy controls consistent with federal law and standards, e.g. NIST 800-53, Rev. 5; and compliance with the Privacy Act of 1974, E-Government Act of 2002, Federal Information Security Modernization Act of 2014, and key OMB guidelines, e.g., OMB Circular A-130.

(End of Clause)

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

(a) The following definitions apply in this provision:

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

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

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

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

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

(2) Be filed with the Contracting Officer.

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

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

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

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

(ii) Solicitation or contract number.

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

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

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

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

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

(c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.

(d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.

(e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.

(g) The protestor has only one opportunity to support or explain the substance of its protest.

Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will

resolve the protest through informal presentations or meetings to the maximum extent practicable.

(h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protester for any legal fees related to the agency protest.

(i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.

(k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice./

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

(a) Michael Southern, telephone 301-784-1000 is hereby designated to act as Contracting Officer's Representative (COR) under this contract.

(b) The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payments.

(c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes in writing and signed.

Revised Local clause FPI 1000H1 Economic Price Adjustment

(a) Twelve (12) months after contract award date, and every twelve (12) months thereafter, contract prices for the succeeding twelve (12) month period may be adjusted in accordance with the change in Aluminum Sheet, Plate, and Foil Manufacturing: Aluminum Sheet, Plate, and Foil (PCU3313153313150) using the simple percentage method described in the U.S. Department of Labor, Bureau of Labor Statistics "Escalation Guide for Contracting Parties, available at <http://www.bls.gov/ppi/ppiescalation.htm> (calculated as follows: index at time of calculation, divided by index at time base price was set, and the result multiplied by base price, equals adjusted price)."). IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST THIS ADJUSTMENT.

(b) Adjustments may be requested after the preliminary price index for the month of the anniversary of contract award has been published but not to exceed 90 days after the eligible adjustment date (i.e., anniversary of the contract award date). Requests that are made after the 90-day limit will not be honored and the contract pricing will not be adjusted. The contractor

shall submit any requests for adjustments in writing to the contracting officer. Requests shall include a copy of the relevant index and must be within the allowed time period for adjustment. Any adjustments authorized as a result of the adjustment request will not be retroactive. The date the completed request is received by the contracting officer will be the effective date of any changes in price. Economic price increases will not be granted if the contractor has any past due orders at time of request.

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

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

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

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

PART IV: PROPOSAL SUBMISSION REQUIREMENTS

Each proposal package shall consist of the following completed and signed documents: SF1449, all amendments issued, three Business Management Questionnaires of recent and relevant contracts for the same or similar items in accordance with FAR 52.212-1(b)(10) for past performance evaluation.

Any amendments issued to this solicitation shall be synopsisized in the same manner as this solicitation and must be acknowledged by each Offeror. Offeror must hold prices firm for 60 calendar days from the date specified for receipt of offers. Offers or modifications to offers received at the address specified for the receipt of offers after the exact time specified may not be considered.

Questions regarding this requirement may be addressed in writing to Wesley Newell, at Wesley.Newell2@usdoj.gov. All FAR forms, clauses and provisions necessary to submit an offer may be accessed at the following web site: <http://acquisition.gov/far>. This combined synopsis/solicitation and necessary forms are available on web site: <http://www.SAM.gov>.